Request for Proposal

Consultancy Services for Design Review, Technical Advisory Services, Project Management and Construction Supervision of the Capital House in Sector F-5, Islamabad
(Consultancy Services)

National

Single Stage-One Envelope

October 14, 2026

Infrastructure Directorate (Capital Development Authority),Project Director
Room No 26, Block No-III, First Floor, CDA Main Secretariat, Sector G-7/4, Islamabad.
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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **Infrastructure Directorate (Capital Development Authority)** has reserved Funds for the procurement planned for FY **2026-27**. The **Infrastructure Directorate (Capital Development Authority)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of "**Consultancy Services for Design Review, Technical Advisory Services, Project Management and Construction Supervision of the Capital House in Sector F-5, Islamabad**" with the reference of "**P137709**"

2. The **Infrastructure Directorate (Capital Development Authority)** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.

3. **Single Stage-One Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Least Cost Based Selection (LCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).

4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Pay Order, Call at Deposit** or Bid Securing Declaration on the prescribed format described.

5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at **https://epads.gov.pk/opportunities/federal/procurements/137709**.

6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Friday, October 16, 2026 02:30 PM**. Proposals will be opened on the same day at **Friday, October 16, 2026 03:00 PM**. Manual submission of RFPs shall not be entertained. Those consultants/Firm who have not yet registered on the

new version of **EPADS v2.0,** may register themselves on https://vendors.epads.gov.pk/. A tutorial to explain the registration process is available at https://www.youtube.com/watch?v=MNW6T38v7tc

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at (www.ppra.org.pk).

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Instructions to Bidders

A. General Provisions

1. **Introduction**

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

2. **Corrupt and Fraudulent Practices**

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(1)(f) of the Public Procurement Rules.

B. Preparation of Proposals

3. **General Considerations**

3.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

4. **Language**

5. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

Documents Comprising the Proposal

5.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

6. **Only One Proposal**

6.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.

7. **Proposal Validity**

7.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

7.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

7.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

7.4. **Extension of Validity Period**

7.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2004 or any instructions issued in this regard.

8. **Bid security/Bid Securing Declaration**

8.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

8.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

8.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severely responsible.

8.4. The successful Consultant's Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

9. C**larification and Amendment of RFP**

9.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals' submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

9.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

9.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

9.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

10. **Preparation of Proposals – Specific Considerations**

10.1. While preparing the Proposal, the Consultant must give particular attention to the following:

10.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

10.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

10.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

10.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

11. **Financial Proposal**

11.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

12. **Taxes**

12.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

13. **Currency of Proposal**

13.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

C. Submission, Opening and Evaluation

14. **Submission/withdrawal of Proposals**

14.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

14.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. Incase any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

14.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

15. **Opening of Proposal**

15.1. The Procuring Agency will open all Proposal though **EPADS v2.0**.

15.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

16. **Evaluation of Technical Proposals**

16.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

17. **Opening of Financial Proposals**

17.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date andtime for the opening of the Financial Proposals.

17.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0.**

18. **Correction of Errors**

18.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

18.2. The Procuring Agency’s evaluation committee will

(a) correct any computational or arithmetical errors, and

(b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

19. **Conversion to Single Currency**

19.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

20. **Selection Technique**

20.1. **Quality and Cost Based Selection**

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

20.2. **Fixed-Budget Selection (FBS)**

20.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

20.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

20.3. **Least-Cost Selection.**

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant for discussion on technical issues, without changing the cost and scope of services.

D. Negotiations and Award

21. **Negotiations**

21.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

21.2. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

22. **Availability of Key Experts**

22.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

22.2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter

of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

23. **Award of Contract**

23.1. The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

24. **Grievance Redressal Mechanism**

24.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

25. **Mechanism of Blacklisting**

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 and for Procedure of Filing and Disposal of Review Petition under Rule 19 (3), 2021, to be read with the Regulations on "Mechanism for Blacklisting and Debarment of Bidders or Contractors Regulations, 2024".

26. **Environmental objectives**

26.1. As per Rule 4 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured

Bid Data Sheet

Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

BDS Clause Number
ITB Number

Amendments of, and Supplements to, Clauses in the Instruction to Bidders

A. General

1

1.1

Name of Procuring Agency: **Infrastructure Directorate (Capital Development Authority)**

The subject of procurement is: **Consultancy Services for Design Review, Technical Advisory Services, Project Management and Construction Supervision of the Capital House in Sector F-5, Islamabad**

Financial year for the operations of the Procuring Agency: **2026-27**

Name and identification number of the Contract: **P137709**

BDS Clause Number 2
ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Tuesday, October 13, 2026

B. Preparation of Proposals

BDS Clause Number 3
ITB Number 4.1

The language of the proposals is: **English**

BDS Clause Number 4
ITB Number 6.1

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

BDS Clause Number 6
ITB Number 7.1

Proposals shall be valid until **120 Days**

BDS Clause Number 7
ITB Number 9.1

List of documents required along with the bid:

1. All the mandatory documents must be attached

BDS Clause Number 8
ITB Number 10.2

The Consultant's Proposal must include the minimum Key Experts' time-input of _____person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.]

BDS Clause Number 9
ITB Number 105

The price shall be **Fixed**.

Price schedule will be provided according to the format defined and acquired. see section price schedule.

BDS Clause Number 10
ITB Number 11.1

The qualification criteria to establish the supply / production capability of the bidder.

see Eligibility Criteria

BDS Clause Number 11
ITB Number 7.6
Services and Their related documents:
See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 12
ITB Number 8.1 & 8.2

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**
The Bid Security shall be in the form of: **Pay Order, Call at Deposit**

BDS Clause Number 13
ITB Number 13.1

Currency of the Bids shall be : **PKR**

BDS Clause Number 14
ITB Number 14.1

Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

Room No 26, Block No-III, First Floor, CDA Main Secretariat, Sector G-7/4, Islamabad.

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Friday, October 16, 2026 02:30 PM**

BDS Clause Number 15
ITB Number 15.1

The Bids opening shall take place on **EPADS v2.0**.

Day *:* ***Friday***

Date: ***Friday, October 16, 2026***

Time *:* ***03:00 PM***

BDS Clause Number 16
ITB Number 20

Selection technique adopted will be: **Least Cost Based Selection (LCBS)**
see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 18
ITB Number 21.5

The Performance guarantee shall: **0%**.

The Performance Guarantee shall be acceptable in the form of: **Nil**

G. Review of Procurement Decisions

BDS Clause Number 19
ITB Number 24.1

Grievence against this procurement shall be submitted online on **EPADS v2.0**.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Eligibility Criteria

All Active Taxpayers shall be eligible to participate in the procurement process, unless expressly excluded or otherwise restricted under the Eligibility Criteria specified by the Procuring Agency.

Required Registration
NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) PEC

Eligibility Criteria	Document
The Consultant must have a valid PEC License and Registered with FBR.	Yes

Evaluation Criteria

Least Cost Based Selection (LCBS)

Required Services

Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Consultancy Services for Design Review, Technical Advisory Services, Project Management and Construction Supervision of the Capital House in Sector F-5, Islamabad	**Address:** Room No 26, Block No-III, First Floor, CDA Main Secretariat, Sector G-7/4, Islamabad. **Schedule:** 270 Days **Quantity:** 1/job **Quantity:** 1 job	1/job	1200000 PKR

Related Services :

No

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TORS (Terms of References)

Positions Without Lots :

Position: Consultancy Services for Design Review, Technical Advisory Services, Project Management and Construction Supervision of the Capital House in Sector F-5, Islamabad

TORs (Terms of Reference):

TORS attached.

Price Schedule

For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

For Lots

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

General Conditions of Contract

A. General Provisions

1. **Definitions**

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

1.1. "**Affiliate(s)**" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

1.2. "**Applicable Law**" means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.

1.3. "**Consultant**" means an individual consultant or a consulting firm as the case may be;

1.4. "**Contractor's Personnel**" means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).

1.5. "**Day**" means calendar day unless indicated otherwise.

1.6. "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

1.7. "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.

1.8. "**Foreign Currency**" means any currency other than the Pakistani Rupees.

1.9. "**GCC**" means these General Conditions of Contract.

1.10. "**Government**" means the Government of Pakistan.

1.11. "**Joint Venture (JV)**" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.

1.12. "**Key Expert(s)**" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.

1.13. "**Local Currency**" means the currency of Pakistan

1.14. "**Non-Key Expert(s)**" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.

1.15. "**Party**" means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.

1.16. Procuring Agency's Personnel" refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

2. **Relationship between the Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. **Law Governing Contract**

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

4. **Language**

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5. **Headings**

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

6. **Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

7. Location

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

8. **Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

9. **Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.

10. **Fraud and Corruption**

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

B. Commencement, Completion, Modification and Termination of Contract

11. **Effectiveness of Contract**

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

12. **Termination of Contract for Failure to Become Effective**

12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) 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 with respect hereto.

13. **Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

14. **Expiration of Contract**

14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

15. **Entire Agreement**

15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

16. **Modifications or Variations**

16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

17. **Force Majeure**

17.1. **Definition**

17.1.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, 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 action confiscation or any other action by Government agencies.

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

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

17.2. **No Breach of Contract**

17.2.1. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

17.3. **Measures to be Taken**

17.3.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.3.3. 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.

17.3.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

17.3.4.1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

17.3.4.2. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.3.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

18. **Suspension**

18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its 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 Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. **Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

a) **By the Procuring Agency**

19.1.1. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

(a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;

(b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49

(d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

19.2. **By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

(a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.

(d) If the Procuring Agency 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 Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

19.3. **Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except

(i) such rights and obligations as may have accrued on the date of termination or expiration,

(ii) the obligation of confidentiality set forth in Clause GCC 22,

(iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

19.4. **Cessation of Services**

19.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, 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 Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

19.5. **e.Payment upon Termination**

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. Obligations of the Consultant

20. **General**

20.1. **Standard of Performance**

20.1.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

20.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

20.2. **Law Applicable to Services**

20.2.1. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

21. **Conflict of Interests**

21.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

21.1.1. **Consultant Not to Benefit from Commissions, Discounts, etc.**

21.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

21.1.2. **Consultant and Affiliates Not to Engage in Certain Activities**

21.1.2.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

21.1.3. **Prohibition of Conflicting Activities**

21.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

21.1.4. **Strict Duty to Disclose Conflicting Activities**

21.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. **Confidentiality**

22.1. Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

23. **Liability of the Consultant**

23.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

24. **Insurance to be Taken out by the Consultant**

24.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

25. **Accounting, Inspection and Auditing**

25.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

25.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

26. **Reporting Obligations**

26.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

27. **Proprietary Rights of the Procuring Agency in Reports and Records**

27.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be

specified in the SCC.

28. **Equipment, Vehicles and Materials**

28.1. Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

29. **Code of Conduct**

29.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

D. Consultant's Experts and Sub-Consultants

30. **Description of Key Experts**

30.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

30.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

30.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

31. **Replacement of Key Experts**

31.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the

Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

32. **Approval of Additional Key Experts**

32.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.
The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

33. **Removal of Experts or Sub-consultants**

33.1. If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

33.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

33.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

34. **Replacement/ Removal of Experts – Impact on Payments**

34.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

35. **Working Hours, Overtime, Leave, etc.**

35.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

35.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

35.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

E. Obligations of the Procuring Agency

36. Assistance and Exemptions

36.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

36.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

36.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

36.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

36.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

36.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

36.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

37. **Access to Project Site**

37.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

38. **Change in the Applicable Law Related to Taxes and Duties**

38.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

39. **Services, Facilities and Property of the Procuring Agency**

39.1. The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

39.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40. **Counterpart Personnel**

40.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

40.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

40.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

41. **Payment Obligation**

41.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

F. Payments to the Consultant

42. **Ceiling Amount**

42.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

42.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

42.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

43. **Remuneration and Reimbursable Expenses**

43.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

43.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

43.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

43.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

43.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

44. **Taxes and Duties**

44.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

44.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

45. **Currency of Payment**

45.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

46. **Mode of Billing and Payment**

46.1. Billings and payments in respect of the Services shall be made as follows:
(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.
(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

47. **Interest on Delayed Payments**

47.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. Fairness and Good Faith

48. **Good Faith**

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

H. Settlement of Disputes

49. **Amicable Settlement**

49.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during

developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

49.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

49.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Service Provider any monies due the Service Provider.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Special Conditions of Contract

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Number of GC Clause

Amendments of, and Supplements to, Clauses in the General Conditions of Contract>

Number of GC Clause 3.1

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

Number of GC Clause 4.1

The language is **English**

Number of GC Clause 6.1 and 6.2

The addresses are:

The Procuring Agency is: Infrastructure Directorate (Capital Development Authority), Project Director Room No 26, Block No-III, First Floor, CDA Main Secretariat, Sector G-7/4, Islamabad.

The Consultant Address:

The title of the subject procurement is:Consultancy Services for Design Review, Technical Advisory Services, Project Management and Construction Supervision of the Capital House in Sector F-5, Islamabad

Number of GC Clause 8.1

[Note: If the Consultant consists only of one entity, state "N/A";Or

The Lead Member on behalf of the JV is _____ _____ *[insert name of the member]*

Number of GC Clause 9.1

The Authorized Representatives are:

The Authorized Representatives are:

For the Procuring Agency:

Infrastructure Directorate (Capital Development Authority), Project Director
Room No 26, Block No-III, First Floor, CDA Main Secretariat, Sector G-7/4, Islamabad.
+92-321-539-0080
qazi.omar@yahoo.com

For the Bidder:

Name: ……

Designation: ……..

Address: ……..

Number of GC Clause 11.1

[Note: If there are no effectiveness conditions, state "N/A"]OR

List here any conditions of effectiveness of the Contract]

The effectiveness conditions are the following: *[insert "N/A" or list the conditions]*

Termination of Contract for Failure to Become Effective:

The time period shall be _____ *[insert time period, e.g.: four months]*.

Commencement of Services:

The number of days shall be_____ *[e.g.: ten]*.

Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

Expiration of Contract:

The time period shall be _____ *[insert time period, e.g.: twelve months]*.

Number of GC Clause 23.1

No additional provisions.

The following limitation of the Consultant's Liability towards the Procuring Agency can be subject to the Contract's negotiations:

Consultant's Liabilities

Professional liability of the Consultant under this Contract shall be limited to proven faults, errors or omissions in the design and other professional duties performed by the consultants in accordance with the Contract which have bearing on the Safety, security and performance of the works. The Consultant shall make good the losses or damages, subject to the condition that the maximum liability as aforesaid shall not exceed twice the lump sum remuneration cost of Consultants for design phase.

The Consultant shall provide a professional liability insurance certificate for an amount twice of design fee from an Insurance company approved by the Client and in a form acceptable to the Client within one month of signing of the agreement. Such insurance shall remain in force for a period of one (01) year from the stipulated date of completion of construction or after three (03) years from the date of final completion of design phase whichever is earlier.

Number of GC Clause 24.1

The insurance coverage against the risks shall be as follows:

(a) Professional liability insurance, with a minimum coverage of _____ *[insert amount and currency which should be not less than the total ceiling amount of the Contract]*;

Number of GC Clause 33. Removal of Experts or Sub-consultants

[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]

Price adjustment on the remuneration …….. *[**insert* **"applies"** *or* **" does not apply"*]***

[If the Contract is less than 18 months, price adjustment does not apply.

If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency's country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency's country. A sample provision is provided below for guidance:

Payments for remuneration made in [foreign *and/or* local] currency shall be adjusted as follows:

{or }

where

R_f is the adjusted remuneration;

R_{fo} is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

I_f is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

I_{fo} is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

{or }

where

R_l is the adjusted remuneration;

R_{lo} is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

I_l is the official index for salaries in the Procuring Agency's country for the first month for which the adjustment is to have effect; and

I_{lo} is the official index for salaries in the Procuring Agency's country for the month of the date of the Contract.

The currency of payment shall be the following: *PKR*

[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

Following is the guidance for Dispute Resolution

i. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard**.**

ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties**.**

iii. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties**.** The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute**.**

v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

Arbitrator's fee:

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties**.**

Appointing Authority for Arbitrator:

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

Rules of procedure for arbitration proceedings:

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

Place of Arbitration and Award:

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.

Bid Securing Declaration

Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.:***P137709***

To: **Infrastructure Directorate (Capital Development Authority), Project Director Room No 26, Block No-III, First Floor, CDA Main Secretariat, Sector G-7/4, Islamabad.**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;

2. Disagreement to arithmetical correction made to the Bid price; or

3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.

Contract Form

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the "Procuring Agency") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "…(hereinafter called the "Procuring Agency") and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant's obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the "Consultant").]

WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");

2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

3. the Procuring Agency has received [*or* has applied for] a loan [*or* credit *or* grant] from the *[Insert as appropriate:)]* toward the cost of the Services and intends to apply a portion of the proceeds of this [loan/credit/grant] to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the [loan/financing/grant] agreement, including prohibitions of withdrawal from the [loan/credit/grant] account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
  - Terms of Reference Appendix
  - Key Experts Appendix
  - Remuneration Cost Estimates Appendix)
  - Reimbursable Cost Estimates Appendix
  - Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A;

Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

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

(b) the Procuring Agency shall make payments to the Consultant 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 as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

[Authorized Representative of the Procuring Agency – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Integrity Pact

Integrity Pact

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BYTHE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

Contract Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Performance Guarantee Form

Performance Guarantee Form

To: **Infrastructure Directorate (Capital Development Authority), Project Director Room No 26, Block No-III, First Floor, CDA Main Secretariat, Sector G-7/4, Islamabad.**

WHEREAS *[name of Bidder]* (hereinafter called "the Bidder") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

[date}

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Annexure

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TORs (Stage-II)

Information (Read-Only)

See Form Under Additional Forms and Documents: **TORs (Stage-II)** (page number: 64)

TORs (Stage-III)

Information (Read-Only)

See Form Under Additional Forms and Documents: **TORs (Stage-III)** (page number: 69)

Mode of Payment (Design Stage)

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Mode of Payment (Design Stage)** (page number: 70)

Mode of Payment (Resident Supervision)

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Mode of Payment (Resident Supervision)** (page number: 71)

Scope of Services

Information (Read-Only)

See Form Under Additional Forms and Documents: **Scope of Services** (page number: 72)

Details of Design Review Staff

Information (Read-Only)

See Form Under Additional Forms and Documents: **Details of Design Review Staff** (page number: 80)

Details of DLP Staff

Information (Read-Only)

See Form Under Additional Forms and Documents: **Details of DLP Staff** (page number: 81)

TORs (Stage-I)

Information (Read-Only)

See Form Under Additional Forms and Documents: **TORs (Stage-I)** (page number: 82)

Details of Resident Supervision Staff

Information (Read-Only)

See Form Under Additional Forms and Documents: **Details of Resident Supervision Staff** (page number: 85)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Procurement Forms

Historical Contract Non-Performance, and Pending Litigation and Litigation History

See Form Under Additional Forms and Documents: **Historical Contract Non-Performance, and Pending Litigation and Litigation History** (page number: 86)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

PUBLIC PROCUREMENT REGULATORY AUTHORITY
(PPRA)
EPADS

Additional Forms and Documents

TERMS OF REFERENCE

STAGE II: EXECUTION STAGE

The Consultant shall be appointed as the *Employer's Engineer* and shall be responsible for providing comprehensive construction supervision and contract administration services for the Capital House project being executed on an EPC (Engineering, Procurement & Construction) basis. The detailed scope of services shall include, but not be limited to, the following:

1. **Construction Supervision & Contract Administration**
   - Perform detailed supervision and oversight of all construction activities throughout the project lifecycle, including final commissioning and the Defect Liability Period (DLP), in accordance with the EPC Contract.
   - Act as the Employer's Engineer, ensuring that all work is executed in conformity with the contract specifications, technical standards, and timelines.
   - Deploy supervision staff as per project requirements, with staffing levels subject to Client approval.

2. **Inspection & Quality Assurance**
   - Conduct regular inspections of Contractor's work to verify compliance with contract drawings, technical specifications, and approved methodologies.
   - Monitor and review the Contractor's Quality Control (QC) procedures and conduct periodic quality audits.
   - Review and approve mock-ups, prototypes, and construction methodologies submitted by the Contractor.

3. **Document Review & Control**
   - Vet and review all shop drawings, design revisions, and material submittals.
   - Ensure that all project documentation is developed using Building Information Modeling System (BIMS) and regularly monitor updates on the platform.
   - Maintain document control systems for material/equipment submittals, O&M manuals, training documents, and warranties.

4. **Contract Management**
   - Administer the EPC contract to ensure adherence to terms and conditions.
   - Establish and manage procedures for processing Contractor submittals and provide recommendations for Client approval.
   - Review and recommend approvals of project schedules, advance payments, and interim/final payment certificates.

5. **Progress Monitoring & Reporting**
   - Utilize Project Management Portals to track progress, scheduling, risk, resources, budget, and task reports.
   - Prepare comprehensive weekly and monthly progress reports using modern software, incorporating photographic evidence and financial tracking.

6. **Coordination & Communication**
    - Conduct regular coordination meetings with the Contractor, Client, and other stakeholders to address interface issues, progress updates, and QA/QC matters.
    - Provide directives regarding signage and public information displays at the construction site.
    - Assist Client /Engineer with interpretation of Drawing & Contract Documents more particularly with respect to any disputes with the Contract or other affected parties.
    - Inform Client/Engineer of problems or potential foreseen problems which may arise in connection with the construction contract and recommend appropriate solution (s) to overcome the same.
    - Evaluate and make recommendations for the Engineer's actions with respect to claims and disputes. The Consultant shall give necessary recommendations to the Client with detailed justification for extension of time and other changes outside the scope of work of the Contractor. The recommendations must be supported by necessary provisions of the contract and irrespective of acceptance or rejection of the Claim by Client. Further in case of extension of time clear recommendations based on the actual site conditions and unambiguous appraisal of the extension of time with further recommendations of making it conditional or otherwise must be submitted.
    - Respond to the requests made by the Client for application of special attention to any area/activity or in other matter, which is deemed important by the Client.
    - Recommend interim request and carry out joint measurements with the Contractor for preparing a payment certificate which clearly and accurately describes the work done and payments due.
    - Participate in accepting the completed Works and prepare a Final Report Testifying and certifying the acceptability of the completed Works.
    - Cooperate with the Client, the Engineer and the Contractor in the use where required or project-vide standardized or computerized methods, formats or programs of reporting physical or financial progress or forecasts.
    - Advise CDA on the need for effective liaison with local authorities, police, landowners, utility owners and other Public Sector organizations affected by the Works in order to minimize or avoid necessary delays or disputes. Ensure that the Contractors comply with all the necessary requirements contained in Environmental Mitigation Plan (EMP) and co-ordinate with EPA and other concerned agencies related to the implementation of the environmental mitigation measures.

The Consultant shall be fully responsible that the works are executed in accordance with the drawing, design and specifications. The Consultant shall carry out the supervision ensuring the following:

- That all construction materials are properly tested in accordance with standards/specifications.
- That all the construction works/activities are carried out in conformance with the final approved drawings, specifications and performance standards.
- To check / correct marking on the ground of the designed components of the project.

- That all the Works completed are inspected.
- That Works comply with the approved Specifications, Work Methodology, good engineering practices and in accordance with the provisions of the contract documents.
- That Contractor complies with the Conditions of Contract with reference to fulfillment of all its obligations & responsibilities.
- That quantity measurements and quality management are in full compliance with the stipulations of the Contract.
- That the laboratory equipment of the contractor is in working condition at all times.
- Ensure that necessary services are provided corresponding to the Contractor's Schedule of Work without any delays caused on the part of the Consultants.
- Timely assistance and directions are provided to the Contractor in all matters relating to ground survey controls, quality control, testing and other matters relating to the performance and progress of the project.
- Assure quality of the works during construction; continuously inspect the soils and materials, construction operations and the works with regard to workman ship and compliance with the specifications.
- Evaluate construction materials based on the test reports provided by the Contractor, as and when asked to do and recommend the appropriateness of material to be used and further suggest measures required to be taken to manage the quality of materials.
- Approval of shop drawings provided by the contractor.
- Approval of all submittals and materials.

7. **Monthly Payments to Contractor**
    - Prepare monthly contract payment estimates and certifications for payment for approval of the Client and Engineer including up to date cost estimates projected for construction supervision till completion of the project and contractor's program.
    - Verify and certify work done for each Interim Payment Certificate in the form designed by the Client as Standard and IPC Processing Performa in addition to the existing practice under the provisions of the contract
    -
8. **Testing, Commissioning & Handover**
    - Supervise the testing and commissioning of all E&M systems installed by the Contractor.
    - Conduct pre-final inspections jointly with the Client, prepare punch lists, and verify completion of remedial work.
    - Organize the final handover, including review and recommendation for issuance of Taking-Over and DLP Certificates.

9. **Specialized Services**
    - Monitor compliance with environmental management plans and site safety programs; verify arrangements for emergency medical services.
    - Witness Factory Acceptance Tests (FAT) for project-specific equipment where required.
    - Review and verify manufacturer warranties and ensure proper training is conducted for Client representatives.

10. **As-Built Documentation & Final Deliverables**
    - Ensure the preparation and vetting of accurate as-built drawings by the Contractor.

- Deliver complete software data and final documentation in hard and soft formats for Client's operational use.
- Assist the Client with post-handover warranty management and resolution of any defects.

11. **Pilot Testing and Project Closure**

At the project's conclusion, the Consultant shall manage and oversee all close-out activities. These shall include:

a. Defining and agreeing upon, with the Client, the criteria for successful project completion (e.g., all tasks and deliverables completed, systems tested and operational, documentation submitted, and training delivered).

b. Establishing an agreed acceptance process, including detailed checklists and procedural documentation.

c. Organizing and conducting a final project close-out meeting with participation from the Client, stakeholders, end-users, and the Contractor. This meeting shall include the approval and sign-off of the Completion Report.

d. Performing a post-project evaluation to assess technical performance, ESMP implementation, project management, and outcomes, culminating in a comprehensive Final Report.

Other Tasks Assigned to the Consultant:

During the term of the Agreement for Consulting Services, The Client, on need basis, may request the Consultant to provide services for other tasks or assignments (Additional Services). The Additional Services may be required during any stage of the Scope of Work, as mentioned in RFP and agreement. Timelines and payment for the Additional Services shall be mutually agreed by the Client and the Consultant.

Apart from these obligations the Consultants shall also be responsible to undertake;

Environmental and Social (ES) Compliance Monitoring

The Consultant shall also ensure that the Contractor fulfills all Environmental and Social (ES) obligations under the Contract. This includes, but is not limited to, the following:

1. **Review and Oversight of ES Documentation**
   - Review the Contractor's Environmental and Social Management Plan (ESMP), including all revisions and updates, at intervals specified in the Contract (not less than once every six months).
   - Examine all relevant Contractor documents related to ES compliance, including the Health and Safety Manual, Security Management Plan etc.

2. **Risk Evaluation and Monitoring**
   - Assess the ES risks and impacts of any proposed design changes, and advise the Client on their implications for compliance with the ESIA, ESMP, permits, and other project requirements.

- Conduct audits, inspections, and supervisions of Contractor activity sites to verify ES compliance, including compliance with SEA/SH-related obligations.

- Review Contractor records such as accident logs, community engagement documentation, and monitoring reports to confirm adherence to ES standards.

3. **Non-Compliance Management**
   - Identify and recommend corrective actions and associated timelines for remedying any non-compliance with ES obligations.

   - Participate in relevant meetings (e.g., site meetings, progress review meetings) to discuss ES matters and agree on necessary actions with stakeholders.

4. **Reporting and Stakeholder Engagement**
   - Monitor the Contractor's reporting obligations to ensure timely and accurate submissions in accordance with the Contract.

   - Review and comment on Contractor's ES documentation, including regular and incident-specific reports.

   - Engage with project stakeholders, as needed, to address actual or potential ES concerns.

5. **Grievance Redress Mechanism**
   - Establish and manage a confidential and accessible grievance redress system, ensuring proper procedures for recording and addressing complaints etc.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TERMS OF REFERENCE

STAGE III: POST EXECUTION STAGE

Scope of Services for Consultants During Post Execution/Defect Liability Period

- Conduct thorough inspections during and at the conclusion of the twelve-month of Defects Liability Period (DLP) to identify any deficiencies within the project.

- Arrange follow-up inspections and confirm that all necessary remedial actions have been addressed by the Contractor to the Client's satisfaction.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Mode of Billing and Payments:

Client shall affect payments to the Consultant in accordance with the payment schedules and in the manner set forth hereunder as per CDA accounts procedure.

For Design Review stage, total remuneration in Pak Rs. shall be paid in following heads for payment purposes:

S. No.	Description	Percentage Design Fee**
1.	Field Surveys and Geo-technical investigations etc. as per the TOR	10%
2.	Review and Finalization of the Technical Bid and preparation of modified/revised Technical submission for stage 2 as per PPRA rules (Two-Stage Two Envelop Bidding procedure)	15%
3.	Submission of Technical Evaluation Report	10%
4.	Submission of Financial Bid evaluation report	05%
5.	Review and finalization of Detailed Design and Calculations of the EPC Bid i/c Civil, Electrical, HVAC, Plumbing Works, Water Supply, External Development works etc.	50%
6.	Finalization of Bids and Issuance of Award of Work to the most advantageous bidder	10%
	Total:	100%*

The lump sum remuneration for design phase shall be released on pro-rata basis as per progressive review of design.

****The Payment of respective head shall be released subject to approval from concerned formation/authority***

For Resident Constrcution Supervision Phase

The amount in local currency against Construction Supervision services shall be paid to the Consultants on agreed man-month rates verified by the Client for each professional during the preceding month

i. Amounts due to the Consultants shall be paid promptly and within thirty (30) calendar days from the date of submission of the invoice.

ii. An affidavit for salary payment of staff and all other charges will be furnished to the Capital Development Authority (CDA) by the Consultants.

iii. If the item or part of an item of an invoice rendered by the Consultants is disputed or subject to question by the Client, the payment of that part of the invoice which is not contested shall not be withheld on those grounds and the provisions of Clause 6.4.2 shall apply to such remainder and also to the disputed or questioned item to the extent that it shall subsequently be agreed or determined to have been due to the Consultants.

iv. The Consultants will be required to submit, as much as are available records of the work carried out under this Contract. The Client may audit accounts, as much as are available with the Consultants, for the Services provided by the Consultants under this Contract. Should any error be found, this shall be called to the attention of the Consultant and if so it shall be adjusted accordingly.

v. Advance written notice of not less than seven (7) working days must be given to the Consultant, by the Client, of such audit which shall be carried out during normal working hours at the place where the records are maintained. Such records shall be kept for a period not to exceed three (03) years from the completion of the Services or termination of Contract pursuant to provisions hereof, to facilitate any questions arising from the Client's Audit.

Delayed Payments

Interest Rate equivalent to zero (0) shall apply.

DESCRIPTION OF PROJECT

1.1 General Description

Islamabad regularly hosts government officers, foreign delegations, diplomats, international consultants, development partners, technical experts, conference participants, and dignitaries from within Pakistan and abroad. Current arrangements through commercial hotels result in recurring expenditure, logistical challenges, and limitations in providing a unified hospitality experience. The Capital House project is a strategic initiative aimed at addressing this problem.

Due to diversified scope of work and stringent timelines, CDA wants to execute the project through EPC Mode. The Contractor shall be responsible for all the activities from design, procurement, construction, ensuring efficiency, accountability, and timely completion of the project. The EPC Contractor shall design, procure the necessary equipment, materials etc. to construct, install, test, start-up, and commission the Project.

1.2 Objectives

The objectives of the project are to:

- Rising rental costs – the public exchequer has been bearing escalating lease expenses without any asset accumulation.

1.3 Location

According to area guides, F-5 is divided into sub-sectors F-5/1 and F-5/2, separated by Agha Khan Road. It is described as “upscale” and “high-profile” — with a mix of government offices, residential areas, think tanks, and some commercial development. The site is centrally located in Islamabad’s Red Zone, adjacent to major diplomatic, commercial, and government structures. The contractor must ensure strict compliance with security, NDMA seismic regulations, ICT bylaws, CDA building regulations, and environmental constraints. On maps, it is located close to some of the city’s central administrative areas. It is relatively well-developed, with good infrastructure, security, and access to utilities like water, electricity, and gas. It is noted for being “free from noise and other kinds of environmental pollution” (relative to busier sectors), likely because of its planning and green areas.

Because of its central location, good planning, and infrastructure, F-5 is likely a very desirable place for residential living — especially for people who value proximity to government and institutional functions. There is good connectivity to major roads in Islamabad, making commuting relatively easier.

Site Location Plan:

Project Requirement:

Amenities & Functional Program

The EPC Contractor shall design, construct, test, commission, and deliver all amenities in accordance with international 5-star hotel standards, branded operator requirements, and applicable codes (NFPA, IBC, ASHRAE, ASTM, ASME, BS/EN, PEC etc.).

Capital Guest House :
The building includes approximately 120 guest rooms and suites, accommodating various categories such as Standard Rooms, Deluxe Rooms, Executive Suites, Diplomatic Suites, Presidential Suites, and the Royal Suites as Per standard international requirements. Each floor is designed to offer panoramic city and Margalla Hills views with premium furnishings and finishes meeting international 4-5-star standards.

Key features include
- Iconic multi-story Atrium with grand lobby and vertical visual connectivity
- Grand ballroom and meeting rooms
- Recreational Amenities such as Spa, Wellness Center, Indoor/Outdoor Swimming Pools, Fitness Center, Salon
- Dedicated MEP plant rooms, service floors, and integrated building automation systems

Room-Level Amenities
- Premium bedding, luxury upholstery, noise-insulated wall partitions
- Walk-in wardrobe, electronic safe, luggage counters
- Marble/stone bathrooms with rain showers, soaking tubs, smart toilets
- Automated lighting, HVAC, and blinds integrated with Guest Room Management System (GRMS)
- Minimum 65” Smart LED TV with In-Room Television / Interactive TV (IPTV), casting, Video on Demand (VoD)
- High-speed Wi-Fi (fiber backbone + Wi-Fi 6)
- Personal workstation, reading lights, universal sockets
- In-room minibar, coffee/tea station, Butler’s kitchen
- Fire & life safety sensors integrated with Building Management System and Fire Alarm System (BMS/FAS)

Suite-Level Enhancements
- Private dining and lounge areas
- Butler’s kitchen
- Jacuzzi tubs, steam shower cabins
- Multi-zone HVAC control
- Enhanced security and concierge-controlled access
- Personal concierge team, available 24/7.
- VIP arrival/escort from curbside to room.
- Customized amenities based on guest preferences (scents, pillows, minibar, room ambience).
- Turndown service with personalized touches.
- Butler-run unpacking/packing services.
- Dedicated guest relations for VIP floors.

(BoH, Parking & Offices):
The lower building structure consists of:
a. – Back-of-House (BoH) & Structured Parking
- Central kitchen and satellite kitchens
- Food receiving, Food storage / dry storage & cold rooms
- Staff facilities: changing rooms, dining halls, admin offices, locker rooms, resting areas
- Laundry & linen handling facilities
- Engineering workshops, MEP rooms, pump rooms
- Housekeeping stores & logistics corridors
- Parking for guests, residents, staff, and VIP drop-off levels and valet parking
- Service elevators, dumbwaiters, and internal circulation pathways segregated from guest areas Housekeeping & service corridors, fully segregated guest–service circulation
- Service vehicle circulation
- Secure pedestrian–vehicular segregation

Support Services
- Centralized Building Management System (BMS)
- Smart hotel room automation
- High-speed vertical transportation
- Energy-efficient HVAC systems
- Water treatment, STP, & solid waste management
- Fire & Life Safety in compliance with NFPA
- Security & Surveillance (CCTV, Access Control, X-ray, bollards etc.)

Technology, ICT & ELV Requirements
All systems shall be integrated with BMS and must include:
- CCTV Surveillance System
- Access Control & Biometric Systems
- IPTV, Wi-Fi 6, Fiber Backbone
- Fire Alarm, Fire Fighting & Detection (NFPA-compliant)
- Public Address & Voice Evacuation
- Parking Management System
- Guest Room Management System (GRMS)
- Interactive Digital Signage
- Structured Cabling (CAT-6A minimum)
- State-of-the-art IPTV (Interactive Television) and SMATV (Satellite Master Antenna Television) systems

Sustainability & Energy Management
- Efficient HVAC with heat recovery
- Greywater recycling, STP, solid waste management
- Solar PV integration (where feasible)
- High-performance façade & glazing systems

<u>Project Vision:</u>
The development aims to establish an iconic 4-5-star hospitality experience in Islamabad that:
- Meets international luxury hotel standards
- Showcases distinctive architectural expression

- Supports business tourism, diplomatic missions, and high-profile visitors
- Enhances the urban skyline of Islamabad
- Ensures sustainable, energy-efficient, and operationally resilient facilities

Quality Standards Compliance:

The EPC Contractor shall ensure that the design, construction, materials, systems, finishes, technology integration, guest amenities, and service-support infrastructure of the Complex fully comply with:

- Forbes Travel Guide (FTG) Standards
  - as the primary international luxury benchmark for architectural, interior, service, guest experience, wellness, culinary, and operational requirements.
- Leading Quality Assurance (LQA) Standards:
  - as a supplementary reference for overall guest satisfaction
- International Organization for Standardization
  - ISO 9001, ISO 21401, ISO 45001, & ISO 14001

The combined compliance shall ensure that the project achieves a 4-5-star–equivalent luxury standard, positioning it among the most prestigious hospitality developments in the region.

The scope of the Works will include, but not be limited to:

- To undertake investigations of the project site, including topographic surveys and geotechnical investigations, Traffic study, hydrological studies, EIA report and any other study as may be required for design and construction of the project.

- Preparation of conceptual, preliminary and detailed design of the entire facility, design analysis, design calculations, construction specifications, detailed construction/working drawings and quality control procedures, necessary for the complete design and construction of the project and as built record / drawings, final design report, project completion reports.

- The EPC Contractor shall develop concept / preliminary design with sufficient detail of all components/ facilities of the project. The preliminary design of the project shall justify rational use of land, efficient utilization of resources, environmental sustainability and preservation of natural features. The design shall be in compliance with all relevant prevailing rules, regulations and policies of the CDA, GoP and Legal Authorities. The Contractor shall co-ordinate while design, execution and installation of works and co- operate with the other Departments, Public Authorities, Private Utility Companies and Agencies as instructed by the Employer.
- The design shall be prepared specifying generalized land use distribution right of way requirements, identification of utility corridors, proposal for efficient accessibility within the project area of housing, commercial and leisure components.

- The Preliminary Design shall be developed to a level of detail adequate for accurate quantity take-offs, cost estimation, and preparation of a comprehensive and justified bid price with itemized breakups. All assumptions, calculations, design criteria, and reference standards shall be fully documented to support the proposed bid. The bid price & breakup shall be reasonable and justified with enough backup data. The preliminary design shall cover, but not be limited to, the following components:

Sitewide Infrastructure Works

- Roads and Pavements:
  Geometric design, pavement composition, internal circulation, drop-off lanes, VIP access, service roads, and back-of-house (BOH) logistics routes.
- Sewerage System:
  Wastewater collection, manholes, inspection chambers, pumping stations (if needed), and connection to municipal system.
- Stormwater Drainage System:
  Surface drainage, culverts, retention/detention structures, flood protection measures, and hydraulic design.
- Water Supply System:
  Potable water network, underground/overhead storage, fire-fighting water requirements, hydrant layout, and municipal connection.
- Culverts & Minor Bridges:
  Structural design of water crossings (if applicable).
- Raised Pedestrian Pathways & Walkways:
  Universal accessibility, lighting, landscaping integration.
- Street Lighting System:
  Lux-level design, pole layouts, façade lighting provisions.

External Services & Building Systems

- Electrical & Mechanical Works:
  Power distribution, load calculations, HVAC basis of design, gensets, UPS, substations.
- Building Management System (BMS):
  Integration of HVAC, lighting control, fire safety, energy monitoring.
- Fire Detection Fire Fighting & Alarm System (FDAS)
  As per NFPA/BS/IBC standards.
- Security & Surveillance (CCTV) Systems:
  Cameras, access control, command/control room layouts.
- External Electrification:
  Requirements for connection with DISCO, load requirements, transformer sizing.

Landscaping and External Works

- Soft Landscaping:
  Trees, shrubs, lawns, water features as per luxury brand standards.
- Hard Landscaping:
  Plazas, seating areas, paving, shading devices, fountains.
- Wayfinding & Signage Scheme

Environmental & Sustainability Requirements

- Solid Waste Management Plan:
  Waste segregation, collection routes, temporary storage, BOH integration.
- Sustainability / Green Building:

- The current land use policy/ regulations, prevalent building regulations and rules shall be used for the project with respect to setbacks, floor area ratios, distances, building heights, permitted uses, permitted foundation types and proximity etc.

- The technical bid shall be accompanied with all drawings, 3-D views, pictures, design and construction methodology, material and specifications, construction schedule.

- Detailed engineering design shall be carried out of approved infrastructure

components of the project. The detail design shall be carried out with complete detail and the detail design shall include all components of the project including buildings, Roads and Pavements, Sewerage system, Storm water drainage system, Water supply system, Culverts & bridges, Raised Pathways, street lights, Electrical and mechanical works, architectural drawings, office & residential buildings, mosque, Boundary wall & Main entrance gates, Soft and hard landscaping of the Project, Building management system (BMS), Security & CCTV system with control room, E-ticketing system, Development of android mobile application for online booking etc. Solid waste management plan,

- Market rates used for detail cost estimates shall be justified with rate analysis.
- The operation, maintenance and security requirements of the project shall be identified, and a detailed estimate of O&M cost component of the project shall be developed.
- Detailed design of approved architectural designs including project layout plan, 3D views, working drawings of all elements / components of works including plans, elevations, cross sections etc.
- Detailed design of approved engineering design disciplines including infrastructure, structure, public health, MEP, HVAC, CCTV, ICT system etc.

- The contractor shall establish a material testing laboratory fully equipped at project site along with relevant staff. The material testing shall be maintained by the contactor and all the test shall be performed by the design engineer. Further detail of the lab shall be provided in the design and work methodology. The list of the equipment's and staff shall be provided by the contractor along with technical bid. The contractor shall also establish concrete batching plant, maintenance workshop, construction materials storage facilities, utilities etc. at site.

- The contractor shall provide all facilities required for Consultants/ AER and Employer's at construction site including vehicles & furnished offices with maintenance (as per Section –13).

1.4 Design and Planning

The Contractor shall be responsible for all design services necessary to complete the project according to the requirements indicated Providing a complete solution for intended purpose as detailed above.

The Contractor shall visit the project site and obtain information required to complete the work and familiarize himself with the socio-political aspects of the project site.

The Contractor shall perform all necessary process & design calculations to define equipment or system requirement to demonstrate the adequacy of the proposed design and selection of related facility.

The Contractor shall establish a Quality Control/Quality Assurance program to verify that the work performed is in accordance with the requirements of the Contract.

The descriptions given in this document are outline descriptions only. Such descriptions do not include or give full details of all materials or other items to be supplied or all works and services to be executed by the Contractor in order to fulfil its obligations under the Contract.

All Design shall be performed in accordance with the requirements given in Section 2.

The Design responsibilities of the Contractor shall include but not limited to the following:

- The Contractor shall carry out the Detailed Architectural Design, 3-D views &

Animations and all Engineering Design of the entire project including all works to be performed under the EPC Contract. The Contractor shall also carry out all site investigations deemed necessary for detailed Design.

- The Contractor shall also prepare the Detailed Design of the Temporary Works to be performed under the EPC Contract;
- The Contractor shall prepare Construction Method Statements and an Implementation Plan; and
- The Contractor shall prepare Shop Drawings of the works and equipment to be constructed/ installed under the EPC Contract.

The activities to be performed under the Detailed Design are outlined below:

- Design criteria and parameters;
- Summary of all tests and investigations carried out in connection with the Detailed Design;
- Architectural drawings
- 3-D views & animations
- Structural Drawings
- Working/Construction Drawings;
- Shop Drawings;
- Site construction manuals
- Manufacturer's manuals for operation and maintenance;
- Plan for borrow areas and for disposal of spoil material;
- Health, Safety and Environmental (HSE) Plan
- Project Management Plan and Procurement management Plan
- Specifications

For each structural feature of the project, the Contractor shall provide following:

- Description of each structure;
- Design criteria
- Design drawings
- Specifications

1.5 Principal Elements of the Project

The principal elements of the Works are:

- Master plan of the project site.
- Architectural design
- Structural design of all project components.
- Road and pavement along with pathways.
- Water supply system.
- Sewerage system.
- Storm water Drainage system.
- External Electrification and allied works as per WAPDA/ IESCO standards
- Water storage tanks and allied works (Overhead and underground)
- MEP System
- Internal Electrification
- Testing and Commissioning of all utilities/ Equipment
- Demobilization, site rehabilitation, clean up, mitigation, in accordance with national and local regulations, of all environmental impacts from construction, and disposal of excess materials and debris.
- Provision/connectivity of external services including electricity, sewerage, water supply, storm water drainage, access road etc.

REQUIREMENTS OF DESIGN REVIEW STAGE

The Services for Design Review, Technical Advisory Services & Project Management Services (as per TOR) will be on Lump Sum basis including all taxes.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

MINIMUM REQUIREMENTS OF DLP STAGE

Sr. No.	Position	Staff-Months
1	Resident Engineer	06 Months
3	ARE (Civil)	06 Months
4	ARE (Electrical)	06 Months
5	ARE (HVAC)	06 Months

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

TERMS OF REFERENCE

STAGE I: PRE-EXECUTION STAGE

1. **Methodology for Planning & Design**

   The Consultants' methodology required is to achieve the objectives of the project in the most efficient, cost-effective and timely manner while maintaining the highest standards of the quality of the inputs and the outputs as described here after:

- Goal-oriented based on the analysis of the different components of the Project Structure.
- Participatory approach to be followed throughout the provision of consulting services;
- To carry out topographic survey, geotechnical investigations to know the sub-soil conditions for different components of the project;
- To respond to the complex needs of the services required by its several stakeholders as well as the management and accountability needs of the client.
- To employ a Unified Management Approach (UMA) with procedures for effective execution of the project activities, internal coordination, monitoring and feedback during implementation of theconsultancy.

2. **Review/Comments/Finalizeation of the Infrastructure Details (including Revision in the Technical Requirements)**

   The consultant will:

   - Review and validate the project Infrastructure to ensure its alignment with the Employers requirements, vision and objectives.
   - Identify the gaps and propose recommendations to bridge those gaps keeping in mind the overall vision, functional needs, International Standards and industry best practices with special reference to future expansion and local cultural context. Consultants will review and propose any improvements in the planning of the project. All the infrastructures will be marked on the Master plan. The master plan will include the plans of roads, streets, buildings, utility and support services, security services, landscaping, sewerage system, underground electricity supply lines, sui gas pipelines, telecom lines and all other related infrastructures.

3. **Topographic Survey, Hydraulic & Other Essential Studies**

   The consultant will undertake the following studies;

   - Topographic & Geo-Technical Investigation of the project area.
   - Hydraulic studies.
   - Seismic Studies
   - Incorporate findings into the design and planning process.

4. **Review of Technical Bids**

The consultant will:

- Review the design of the Capital House submitted by the Bidders and give his feedback/suggestions for improvement and its alignment with the Employers requirements.
- Ensure compliance with local updated engineering codes and standards, particularly for seismic zone.

5. **Finalization of Detailed Specifications & Schedule of Works on International Standards**

The consultant will prepare and finalize detailed specifications and schedules of works for all components, adhering to international standards including compliance with International Standards & codes etc.

6. **Finalization of Manufacturers List**

The consultant will:

- Develop and finalize a comprehensive manufacturers list for equipment and materials.
- Ensure the list aligns with project specifications and approved quality standards.

7. **Finalization of EPC Contractor**

The consultant will:

- Evaluate the Technical and Financial proposals submitted by the EPC bidders.
- Make recommendations for the successful bidder along with justifications
- Draft and finalize the Contract document of the most advantageous bidders ensuring all project requirements and conditions are addressed as per International and National Laws Regulations, Standards and Best Practices.

8. **Review & Approval of Design Drawings & Calculations**

Structure & Architectural Drawings / Design

Design of IT/Communication systems;

Information Technology i/c Networking & Security Surveillance System

Smart Facility Management (i/c BMS, etc.)

- HVAC Design
- Electro-Mechanical Design;
- Design of Access Roads and allied facilities i/c storm Water Drainage;
- Design of Water Supply & Sewerage System;
- Design of Gas lines;
- Hard & Soft Landscaping;
- Waste Management System

Prepare the Revised PC-1 for consideration of CDA-DWP.

*** Additional scope:**

In the event that the consultants are required to undertake the detailed design, the associated additional cost may also be identified and mentioned separately as part of the Stage-1 Design Review, to ensure clarity regarding the scope of services and the corresponding fee implications

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

MINIMUM REQUIREMENTS OF RESIDENT SUPERVISION STAFF.

Sr. No.	Position	Staff-Months
1	Project Manager	09 Months
2	Resident Engineer	09 Months
3	Resident Architect	09 Months
4	ARE (Civil)	09 Months
5	ARE (E&MI)	09 Months
6	Material Engineer	09 Months
7	Planning Engineer	09 months
8	Safety Engineer	09 Months
9	Site Inspectors (Civil) (02 Nos.)	09 + 09 Months
10	Site Inspectors (Electrical)	09 Months
11	Senior Surveyor	09 Months
12	Asstt. Surveyor	09 Months
13	Quantity Surveyor	09 Months
14	Lab Technician	09 Months
15	CAD/BIM Operator (02 Nos.)	09 + 04 Months

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Historical Contract Non-Performance, and Pending Litigation and Litigation History

[The following table shall be filled in for the Applicant and for each member of a Joint Venture]

Applicant's Name: *[insert full name]*
Date: *[insert day, month, year]*
Joint Venture Member Name: *[insert full name]*
IFP No. and title: *[insert IFP number and title]*
Page *[insert page number]* of *[insert total number]* pages

☐ Not debarred due to deviation from commitment of Bid Securing Declaration-☐ Not debarred due to non-performance			
Year	**Non-performed portion of contract**	**Contract Identification**	**Total Contract Amount (current value, currency, exchange rate and PKR equivalent)**
[insert year]	*[insert amount and percentage]*	Contract Identification: *[indicate complete contract name/ number, and any other identification]* Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[insert amount]*
Pending Litigation, in accordance with Section III, Qualification Criteria and Requirements			
☐ Pending litigation in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.3 as indicated below.			

Year of dispute	**Amount in dispute (currency)**	**Contract Identification**	**Total Contract Amount (currency), ~~US$~~ PKR Equivalent (exchange rate)**

[insert year]	*[insert amount]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Status of dispute: *[Indicate if it is being treated by the Adjudicator, under Arbitration or being dealt with by the Judiciary]*	*[insert amount]*

☐ No consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4.

☐ Consistent history of court/arbitral award decisions in accordance with Section III, Qualification Criteria and Requirements, Sub-Factor 2.4 as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), PKR Equivalent (exchange rate)**
[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Agency: *[insert full name]* Address of Procuring Agency: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Agency" or "Supplier"]* Court/ arbitral award decision: *[Indicate if the award decision was against the Applicant or any member of a joint venture.]y]*	*[insert amount]*