Request for Proposal

ESTABLISHMENT OF 200 HOUSES AT SUI, DERA BUGTI (Consultancy Services)

National

Single Stage-Two Envelope

November 11, 2026

Workers Welfare Fund, Balochistan (Workers Welfare Fund, Balochistan),Secretary
Neart BINUQ, Samugli Road, Sadar, Quetta (District), Quetta Division (Division), Balochistan (Province).
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PROCUREMENT NOTICE

PROCUREMENT OF CONSULTANCY SERVICES

1. The **Workers Welfare Fund, Balochistan (Workers Welfare Fund, Balochistan)** has reserved Funds for the procurement planned for FY **2026-27**. The **Workers Welfare Fund, Balochistan (Workers Welfare Fund, Balochistan)** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of " **ESTABLISHMENT OF 200 HOUSES AT SUI, DERA BUGTI**" with the reference of **"P177456"**

2. The **Workers Welfare Fund, Balochistan (Workers Welfare Fund, Balochistan)** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.

3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)**Technique for the subject procurement, in line with the Public Procurement Rules, 2026 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 **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/177456**.

6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Monday, November 23, 2026 12:00 PM**. Proposals will be opened on the same day at **Monday, November 23, 2026 12:30 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 65 of Public Procurement Rules, 2026 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.gov.pk).

Workers Welfare Fund, Balochistan (Workers Welfare Fund, Balochistan), Secretary
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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(x) of the Public Procurement Rules 2026.

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, 2026 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 65 of the Public Procurement Rules, 2026 and Redressal of Grievance regulations.

25. **Mechanism of Blacklisting**

25.1. The Blacklisting shall be carried out in accordance with provision of Rule 25 of the Public Procurement Rules, 2026 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 64 of Public Procurement Rules, 2026, 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

BDS Clause Number 1
ITB Number 1.1

Name of Procuring Agency: **Workers Welfare Fund, Balochistan (Workers Welfare Fund, Balochistan)**

The subject of procurement is: **ESTABLISHMENT OF 200 HOUSES AT SUI, DERA BUGTI**

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

Name and identification number of the Contract: **P177456**

BDS Clause Number 2
ITB Number 1.2 & 9.1

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Friday, November 20, 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 5
ITB Number 7.1

Proposals shall be valid until **90 Days**

BDS Clause Number 6
ITB Number 9.1

List of documents required along with the bid: **No**

BDS Clause Number 7
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 8
ITB Number 10.5

The price shall be **Fixed**.

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

BDS Clause Number 9
ITB Number 11.1

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

see Eligibility Criteria

BDS Clause Number 10
ITB Number 7.6

Services and Their related documents:
See section Required Services and ToR

C. Submission, Opening and Evaluation

BDS Clause Number 11
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**
Instrument of Bid Security Shall be in the Name of : **Workers Welfare Fund, Balochistan**
The Bid Security shall be in the form of: **Call at Deposit**

BDS Clause Number 12
ITB Number 13.1

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

BDS Clause Number 13
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;

Neart BINUQ, Samugli Road, Sadar, Quetta (District), Quetta Division (Division), Balochistan (Province).

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

The deadline for Bids submission is: **Monday, November 23, 2026 12:00 PM**

BDS Clause Number 14
ITB Number 15.1

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

Day *: **Monday***

Date: ***Monday, November 23, 2026***

Time *: **12:30 PM***

BDS Clause Number 15
ITB Number 20

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**
see Evaluation Criteria

F. Negotiation and Award

BDS Clause Number 16
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 17
ITB Number 24.1

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

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)
FBR (GSTN)
SECP
PEC
Registrar of Firms

Eligibility Criteria	Document
Valid Registration of the firm/Company with Pakistan Engineering Council. Must have 1201, 1203, 1231 Project Profile Codes and 510, 511, 516,518, 532, 533, 536, 537, 538, 542, 543, 544, 592 Project Services Codes	Yes
Valid PCATP Registration Category NO LIMIT	Yes
Valid legal entity of the firm e.g. Certificate of registration from Securities & Exchange Commission of Pakistan (SECP) or Registrar of Firms or any other Statutory Body.	Yes

Certificate of registration with Income Tax (BRA & Active Tax Payer List)	Yes
Must have average annual turnover of PKR 100.00 million or above during the last three (03) financial years.	Yes
Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years and no litigation is pending between the Consultant and any government department, body or agency.	Yes
Affidavit declaring “Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have been blacklisted/defaulted by any government agency/department/organization”.	Yes
Provision of a separate undertaking that the information supplied by the firm is correct.	Yes
The bidder shall provide an undertaking, duly signed and stamped by the authorized representative, confirming that consultant shall, as a first priority, prepare and submit the PC-II (Feasibility Study) of the project, including all necessary surveys, preliminary designs, cost estimates and supporting documents required for approval from the competent forum. All subsequent stages of consultancy services shall commence only after the approval of PC-II by the Client and the competent authority	Yes
The Bidder must submit the physical copy of bid before tender opening at the office of workers welfare board, balochistan	Yes
Tender Fees of Rupees 5000 in the form of Pay order must be submitted in the favor of Secretary Workers Welfare Board Balochistan	Yes
Bidder Must Submit Original CDR in separate envelope before bid opening	Yes

Evaluation Criteria

Quality and Cost Based Selection (QCBS)

Weightage

Technical Evaluation %	Financial Evaluation %
80	20

Technical Marks	1000
Passing Marks	**700**
A. FIRM'S STATUS	
1.1 Establishment of the Firm (attach evidence) (Quantitative)(Doc Required) (Quantitative)(Doc Required) 15+ years **(50)** 10 to 14 years **(30)** 8 to 13 years **(20)** Less than 7 years **(10)**	50
1.2 ISO Certification 2015:9001 (Quantitative)(Doc Required)	50
B. EXPERIENCE OF THE FIRM	
Experience on projects of matching magnitude/complexity completed successfully during the last ten (10) years. i. Project costing more than 2,000/- Million 25 Marks ii. Project costing more than 1,500/- Million 15 Marks iii. Project costing more than 500/- Million 10 Marks (Qualitative)(Doc Required)	50

a) General (Overall experience of firm in the industry) i. Project costing more than 2,000/- Million 20 Marks ii. Project costing more than 1,500/- Million 15 Marks iii. Project costing more than 1,000/- Million 5 Marks (Qualitative)(Doc Required)	40
Projects in Hand Present Commitment (For Project costing more than 1,000/- Million) 10 (Qualitative)(Doc Required)	10
C. APPROACH AND METHODOLOGY	
Understanding of objectives (Quantitative)(Doc Required)	50
Quality of Methodology a) Data Collection, Survey & Investigations 10 b) Design of Infrastructure Works 10 c) Procurement of Infrastructure Development Works 10 d) Construction Supervision of Infrastructure Development Works 10 (Qualitative)(Doc Required)	40
Work Programme a) Activity Schedule 15 b) Team Organization 15 c) Staff Duty Matrix 15 d) Staffing Schedule 15 (Qualitative)(Doc Required)	60
Prior Work Experience a) Work Experience with WWB 50 (Quantitative)(Doc Required)	50
Physical Presence in Quetta (Quantitative)(Doc Required)	100
D. STAFF TO BE DEPLOYED ON THE ASSIGNMENT	
Project Manager/Team Leader 50 a) Academic and General Qualifications Total 25 Marks (BSc/BE Civil Engineering = 15 Marks MSc Civil Engineering/Construction Management/Project Management = 7.5 Marks PMP Certification = 2.5 Marks b) Professional Experience Total 25 Marks 20+ Years' experience = 25 Marks 10 to 19 Years' experience = 15 Marks Less than 10 Years' experience = 0 Marks (Qualitative)(Doc Required)	50
Town Planner 50 Academic and General Qualifications Total 25 Marks Bachelors in town Planning = 20 marks PCATP Registration = 5 marks Professional Experience Total 25 Marks 12+ Years' experience = 25 marks, 8 to 12 Years' experience = 15 marks Less than 8 Years' experience = 0 marks (Qualitative)(Doc Required)	50

Lead Architect 50 Academic and General Qualifications Total 25 Marks (Bachelor's Degree in Architecture (B.Arch.) = 15 marks Master's Degree in Architecture, or Project Management field = 7.5 Marks, Registered with PCATP And IAP = 2.5 Marks Professional Experience Total 25 Marks 25+ Years' experience = 25 Marks 15 to 24 Years' experience = 15 Marks Less than 15 Years' experience = 0 Marks 10%, (Qualitative)(Doc Required)	50
Senior Architect 40 Academic and General Qualifications Total 20 Marks (Bachelor's Degree in Architecture (B.Arch.) = 12 marks Master's Degree in Architecture, or Project Management field = 6 Marks, Registered with PCATP And IAP = 2 Marks Professional Experience Total 20 Marks 20+ Years' experience = 20 Marks 10 to 19 Years' experience = 10 Marks Less than 10 Years' experience = 0 Marks (Qualitative)(Doc Required)	40
Structural Engineer 30 Academic and General Qualifications Total 15 Marks (BS/BSc Civil Engineering. = 10 Marks, MSc Structural Engineering. = 5 Marks Professional Experience Total 15 Marks 10+ Years' experience = 15 marks 5 to 9 Years' experience = 7.5 marks Less than 5 Years' experience = 0 marks (Qualitative)(Doc Required)	30
Contracts Expert 60 Academic and General Qualifications Total 30 Marks (BE/BSc Civil Engineering = 20 Marks MSc in Engineering Management = 10 Professional Experience Total 30 Marks 15+ Years' experience = 30 Marks 10 to 14 experience = 15 Marks Less than 10 Years' experience = 0 Marks (Qualitative)(Doc Required)	60
Resident Engineer 60 Academic and General Qualifications Total 30 Marks BE/BSc Civil Engineering = 30 Professional Experience Total 30 Marks 20+ Years' experience = 30 Marks 15 to 20 Years' experience = 15 Marks Less than 15 Years' experience = 0 Marks (Qualitative)(Doc Required)	60
Assistant Resident Engineer (Civil) 25 Academic and General Qualifications Total 12.5 Marks BE/BSc Civil Engineering = 12.5 Marks Professional Experience Total 12.5 Marks 15+ Years' experience = 12.5 Marks 10 to 15 Years' experience = 7.5 Marks Less than 10 Years' experience = 0 Marks (Qualitative)(Doc Required)	25
Assistant Resident Engineer (Electrical/Mechanical) 40 Academic and General Qualifications Total 20 Marks BE/BSc Electrical Engineering/Mechanical = 20 Marks Professional Experience Total 20 Marks 12+ Years' experience = 20 Marks 8 to 12 Years' experience =10 Marks Less than 8 Years' experience = 0 Marks (Qualitative)(Doc Required)	40

Material Engineer 40 Academic and General Qualifications Total 20 marks DAE Civil/B.Tech Civil = 20 Marks Professional Experience Total 20 Marks 20+ Years' experience = 20 Marks 15 to 20 Years' experience =10 Marks Less than 15 Years' experience = 0 Marks (Qualitative)(Doc Required)	40
Quantity Surveyor 30 Academic and General Qualifications Total 15 marks DAE Civil/B.Tech Civil = 15 Marks Professional Experience Total 15 Marks 20+ Years' experience = 15 Marks 15 to 20 Years' experience =7.5 Marks Less than 15 Years' experience = 0 Mark (Qualitative)(Doc Required)	30
Surveyor 25 Academic and General Qualifications Total 12.5 marks DAE Civil/B.Tech Civil = 12.5 Marks Professional Experience Related to the Assignment Total 12.5 Marks 20+ Years' experience = 12.5 Marks 15 to 20 Years' experience =7.5 Marks Less than 15 Years' experience = 0 Mark (Qualitative)(Doc Required)	25

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Required Services

Lot Title : ESTABLISHMENT OF 200 HOUSES AT SUI, DERA BUGTI

Bid Security : 900000 PKR

Position	Delivery Schedule	Quantity
A-3.2 Phase-I: Planning, Design and Tendering Stage 1: Data Collection, Surveys and Investigations	**Address:** Neart BINUQ, Samugli Road, Sadar, Quetta (District), Quetta Division (Division), Balochistan (Province). **Schedule:** 27 Days **Quantity:** 1/Qty	1
Stage 2: Conceptual Master Plan and Preliminary Design	**Address:** Neart BINUQ, Samugli Road, Sadar, Quetta (District), Quetta Division (Division), Balochistan (Province). **Schedule:** 27 Days **Quantity:** 1/Qty	1
Stage 3: Detailed Architectural and Engineering Designs	**Address:** Neart BINUQ, Samugli Road, Sadar, Quetta (District), Quetta Division (Division), Balochistan (Province). **Schedule:** 27 Days **Quantity:** 1/Qty	1

Position	Delivery Schedule	Quantity
Stage 4: Documents and Estimates	**Address:** Neart BINUQ, Samugli Road, Sadar, Quetta (District), Quetta Division (Division), Balochistan (Province). **Schedule:** 27 Days **Quantity:** 1/Qty	1
Stage 5: Tender Documents and Procurement Assistance	**Address:** Neart BINUQ, Samugli Road, Sadar, Quetta (District), Quetta Division (Division), Balochistan (Province). **Schedule:** 27 Days **Quantity:** 1/Qty	1
A-3.3 Phase-II: Construction Supervision Stage 1: Detailed Construction Supervision	**Address:** Neart BINUQ, Samugli Road, Sadar, Quetta (District), Quetta Division (Division), Balochistan (Province). **Schedule:** 27 Days **Quantity:** 1/Qty	1

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Related Services :

No

TORS (Terms of References)

Lot Title : ESTABLISHMENT OF 200 HOUSES AT SUI, DERA BUGTI

Position: A-3.2 Phase-I: Planning, Design and Tendering Stage 1: Data Collection, Surveys and Investigations

Specifications / Requirements:

Stage 1: Data Collection, Surveys and Investigations

The Consultant shall collect, review and evaluate the available project information and undertake the necessary surveys and investigations to establish reliable baseline information for planning and design.

The scope of services shall include:

(a) Review of Project Documents

Review the approved PC-I, project scope, proposed facilities, estimated costs, site information, available drawings and other relevant documents provided by the Client. Identify the project requirements, design parameters, constraints and information gaps requiring further investigation or clarification.

(b) Site Reconnaissance and Assessment

Undertake site visits to assess the existing physical conditions, topography, accessibility, surrounding development, natural drainage patterns, existing infrastructure, utility connections and other site-specific conditions affecting planning and design.

(c) Topographic Survey

Conduct a detailed topographic survey of the Project site, including:

- Establishment of survey control points and benchmarks.
- Identification of site boundaries and existing physical features.
- Measurement of ground levels, contours and natural drainage paths.
- Identification of existing roads, structures, utilities and other relevant features.
- Preparation of topographic survey plans and digital terrain information required for planning and engineering design.

The Client shall provide authenticated land ownership, boundary and revenue records. Legal boundary demarcation by the competent revenue authority shall remain the Client's responsibility unless expressly included in the Consultant's scope.

(d) Hydrological and Drainage Studies

Undertake hydrological and surface drainage assessments relevant to the Project site, including:

- Assessment of rainfall characteristics and available hydrological information.
- Identification of natural drainage channels, catchment areas and surface runoff patterns.
- Assessment of potential flooding, stormwater accumulation and drainage constraints.
- Establishment of preliminary design parameters for stormwater drainage and site grading.
- Identification of necessary flood protection and drainage measures.

(e) Geotechnical Investigations

Undertake geotechnical investigations appropriate to the proposed buildings and infrastructure, including:

- Planning and execution of boreholes, trial pits and field investigations as required.
- Collection and laboratory testing of soil samples.
- Assessment of soil strata, bearing capacity and groundwater conditions.
- Evaluation of foundation requirements and relevant geotechnical design parameters.
- Recommendations for foundation systems, excavation, backfilling and ground improvement, where necessary.

The extent and number of investigations shall be established considering the Project components, site conditions and applicable engineering standards.

(f) Existing Infrastructure and Utilities Assessment

Identify and assess the availability and capacity of existing access roads, water supply, electricity, sewerage, drainage and other utilities relevant to the Project. Obtain available technical information from the Client and concerned service providers and identify any additional infrastructure requirements.

(g) Inception and Data Collection Report

Prepare and submit an Inception and Data Collection Report incorporating the findings of the document review, site reconnaissance, surveys and investigations, identified constraints, preliminary design considerations and the proposed methodology and programme for subsequent stages.

Position: Stage 2: Conceptual Master Plan and Preliminary Design

Specifications / Requirements:

Stage 2: Conceptual Master Plan and Preliminary Design

The Consultant shall prepare a comprehensive conceptual master plan and preliminary architectural and engineering designs based on the approved PC-I, Client’s requirements and findings of Stage 1.

The scope of services shall include:

(a) Planning and Space Requirements

Review and establish the planning and functional requirements of all Project components, including residential labour quarters, masjid, community centre, shopping centre, infrastructure and external development works.

(b) Conceptual Master Planning

Prepare a conceptual master plan incorporating:

- Land-use distribution and functional zoning.
- Location and arrangement of residential quarters and community facilities.
- Internal roads, access points and pedestrian circulation.
- Parking and service access arrangements.
- Open spaces, landscaping and horticulture.
- Water supply, sewerage, drainage and other infrastructure corridors.

- Boundary walls, entrance gates and security arrangements.
- Site grading and preliminary development levels.

The master plan shall consider efficient land utilization, accessibility, safety, environmental conditions, construction economy and future operational requirements.

(c) Preliminary Architectural Design

Prepare preliminary architectural designs for the proposed buildings, including:

- Functional space planning and accommodation layouts.
- Preliminary floor plans, elevations and sections.
- Building orientation and environmental considerations.
- Circulation, accessibility and fire-safety provisions.
- Preliminary architectural finishes and construction systems.

(d) Preliminary Engineering Design

Develop preliminary engineering concepts covering:

- Structural systems and foundation arrangements.
- Water supply, storage and distribution.
- Sewerage, sanitation and septic tank systems.

- Stormwater drainage.
- Electrical power distribution and lighting.
- Plumbing and other building services.
- Internal roads, paving and external development works.

(e) Evaluation and Finalization of Concept

Review the proposed conceptual arrangements with the Client, evaluate reasonable design alternatives where necessary and incorporate the Client's comments.

Submit the conceptual master plan and preliminary designs for the Client's review and approval before proceeding to detailed design.

Position: Stage 3: Detailed Architectural and Engineering Designs

Specifications / Requirements:

Stage 3: Detailed Architectural and Engineering Designs

Following approval of the conceptual master plan and preliminary designs, the Consultant shall undertake detailed architectural and engineering designs for all Project components.

The scope shall include the following disciplines:

(a) Detailed Architectural Design

Prepare complete architectural designs for residential labour quarters, masjid, community centre, shopping centre and other buildings identified in the approved PC-I, including:

- Detailed floor plans, elevations and sections.
- Building dimensions, levels and space layouts.
- Door and window schedules.
- Staircases, ramps and accessibility provisions.
- Roof plans, waterproofing and drainage details.
- Internal and external finishes.
- Architectural construction details.
- Coordination of architectural requirements with structural and building-services designs.

(b) Structural Engineering Design

Undertake structural analysis and design of all proposed buildings and relevant civil structures, including:

- Selection and design of appropriate foundation systems.
- Structural analysis and design of reinforced concrete, masonry, steel or other applicable structural systems.
- Design of slabs, beams, columns, walls, foundations and staircases.
- Design of retaining walls, water tanks, septic tanks and other structural components, where applicable.

- Preparation of structural drawings, reinforcement details and schedules.
- Preparation of structural design calculations and relevant technical documentation.

Structural design shall consider the applicable seismic requirements, geotechnical recommendations, design loads and relevant codes and standards.

(c) Water Supply and Plumbing Design

Prepare detailed designs for:

- Water demand assessment.
- Water source and connection arrangements.
- Underground and overhead water storage facilities.
- Water distribution networks.
- Pumps and associated mechanical equipment.
- Internal plumbing and sanitary installations.
- Water supply pipelines, valves, fittings and appurtenances.

(d) Sewerage and Sanitation Design

Prepare detailed designs for:

- Sewerage collection and conveyance networks.

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- Manholes and inspection chambers.
- Septic tanks and associated treatment or disposal arrangements.
- Wastewater disposal systems, subject to site conditions and applicable requirements.
- Internal sanitary drainage and plumbing systems.

(e) Stormwater Drainage Design

Prepare detailed stormwater drainage designs based on the hydrological assessment, including surface grading, runoff collection, drainage channels, culverts, outfalls and other drainage structures as required.

(f) Electrical Engineering Design

Prepare detailed electrical designs for the proposed buildings and external development works, including:

- Assessment of electrical loads and power requirements.
- Internal electrical distribution systems.
- Lighting and power layouts.
- Main and sub-distribution boards.
- Earthing and electrical protection systems.
- External and street lighting.
- Electrical cable routes and distribution networks.

- Backup power arrangements, where included in the approved scope.

(g) Mechanical and Building Services Design

Prepare relevant mechanical and building-services designs, including ventilation, exhaust systems, pumps, firefighting and other services required for the proposed facilities in accordance with the approved Project requirements.

(h) Roads and External Development Design

Prepare detailed engineering designs for:

- Internal roads and access arrangements.
- Road geometry, profiles and cross-sections.
- Pavement structures.
- Parking areas and pedestrian pathways.
- External paving and hard landscaping.
- Boundary walls, gates and entrance structures.
- Site grading and earthworks.
- Landscaping and horticulture infrastructure.

(i) Design Coordination and Review

Coordinate all architectural and engineering disciplines to ensure consistency of dimensions, levels, structural arrangements, utility routes and construction details.

Review the designs for technical completeness, constructability, economy, safety and compliance with the approved scope and applicable standards.

Position: Stage 4: Documents and Estimates

Specifications / Requirements:

Stage 4: Documents and Estimates

The Consultant shall prepare the complete technical documentation and cost estimates required for approval, procurement and execution of the Project.

The scope of services shall include:

(a) Construction Drawings

Prepare coordinated and fully detailed architectural, structural, electrical, plumbing, mechanical and infrastructure drawings suitable for construction.

(b) Technical Specifications

Prepare comprehensive technical specifications for all major materials, equipment, construction activities, workmanship, testing and quality requirements.

(c) Bills of Quantities

Prepare itemized Bills of Quantities for the proposed buildings, infrastructure and external development works based on the approved detailed designs.

(d) Engineer’s Estimates

Prepare detailed Engineer’s Estimates using applicable government schedules of rates, prevailing market rates and appropriate rate analyses for non-scheduled items.

The estimates shall include relevant quantities, unit rates, cost summaries and supporting calculations.

(e) Project Cost Review

Review the estimated project cost against the approved PC-I provisions and identify any significant deviations, cost implications or necessary scope adjustments for consideration by the Client.

(f) PC-I Revision and Approval Documentation

Where required by the Client, prepare technical inputs, revised cost estimates and supporting documentation for updating or revising the PC-I and obtaining relevant project approvals.

(g) Final Design Documentation

Incorporate the Client’s comments and finalize the complete design documentation, specifications, quantities and estimates for subsequent procurement.

Position: Stage 5: Tender Documents and Procurement Assistance

Specifications / Requirements:

Stage 5: Tender Documents and Procurement Assistance

The Consultant shall prepare bidding documents and provide professional assistance to the Client during procurement of construction works.

The scope of services shall include:

(a) Procurement Planning

Review the proposed construction scope and advise the Client on appropriate work packages, contract arrangements, procurement methods and implementation considerations.

(b) Preparation of Bidding Documents

Prepare complete bidding documents in accordance with the applicable procurement rules and approved procurement method, including:

- Instructions to Bidders and Bid Data Sheet.
- Qualification and evaluation criteria.
- Conditions of Contract and Particular Conditions.
- Technical specifications.
- Bills of Quantities.
- Construction drawings.
- Forms, schedules and other relevant contract documents.

(c) Prequalification Assistance

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Where prequalification is required, prepare prequalification documents, establish technical qualification criteria and assist the Client in evaluation of applications and preparation of the prequalification evaluation report.

(d) Tender Clarifications and Pre-Bid Meetings

Assist the Client in conducting pre-bid meetings, responding to technical queries, preparing clarifications and issuing addenda where necessary.

(e) Bid Evaluation Assistance

Assist the Client in examination and evaluation of bids in accordance with the approved evaluation criteria and applicable procurement rules.

Prepare technical evaluation inputs, review arithmetic and commercial aspects within the assigned scope, and assist in preparation of bid evaluation reports and recommendations for award.

(f) Contract Finalization

Assist the Client in finalizing construction contract documents, incorporating approved clarifications and amendments, and preparing the final set of construction documents for execution.

The final decision regarding bidder qualification, bid acceptance and award of contract shall remain with the Client and its duly authorized procurement authorities.

Position: A-3.3 Phase-II: Construction Supervision Stage 1: Detailed Construction Supervision

Specifications / Requirements:

A-3.3.1 Stage 1: Detailed Construction Supervision The Consultant shall provide professional construction supervision services during execution of the Project to monitor and administer the construction works in accordance with the approved drawings,

specifications, construction contracts and applicable standards. The scope of services shall include: e-Pak Acquisition and Disposal System (EPADS) generated document | © 2026 Page 40 of 180 (a) Mobilization and Construction Planning (b) Construction Supervision and Inspection (c) Quality Assurance and Quality Control (d) Construction Programme and Progress Monitoring (e) Measurement and Payment Certification (f) Contract Administration (g) Design Clarifications and Coordination (h) Health, Safety and Environmental Monitoring (i) Testing and Commissioning (j) Completion and Handover

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Brief Description

APPENDIX -A

DESCRIPTION OF SERVICES/TERMS OF REFERENCE

A-1 INTRODUCTION

Workers Welfare Board Balochistan (hereinafter referred to as the "Client") intends to establish a 200 Houses at labour colony at Sui, Dera Murad Jamali, Balochistan, for mining and industrial workers and their families, in accordance with the approved Project PC-I.

The Project comprises residential labour quarters, a masjid, community centre, shopping centre and associated infrastructure and external development works, including internal roads, boundary walls and gates, water supply and storage facilities, sewerage and sanitation systems, septic tanks, electrical and plumbing installations, external paving, landscaping and horticulture, together with other facilities and works identified in the approved PC-I.

The Client intends to engage a qualified consulting firm (hereinafter referred to as the "Consultant") to undertake planning, architectural and engineering design, preparation of estimates and bidding documents, procurement assistance and construction

supervision of the Project.

A-2 PROJECT OBJECTIVES

The primary objective of the consultancy is to ensure the planning, design and implementation of the Project in a technically sound, economical, sustainable and coordinated manner, consistent with the approved PC-I, applicable engineering standards, statutory requirements and the Client’s functional requirements.

The specific objectives of the consultancy shall include:

- Establishing reliable site information through data collection, surveys, investigations and assessment of existing conditions.
- Developing a functional, economical and integrated master plan incorporating all residential, community, commercial and infrastructure facilities.
- Preparing coordinated architectural and engineering designs in accordance with applicable codes, standards and good engineering practices.
- Preparing complete technical documentation, Bills of Quantities (BOQs), Engineer’s Estimates and other documents necessary for procurement and construction.
- Assisting the Client in the procurement of construction works in accordance with applicable procurement rules and procedures.
- Providing professional construction supervision to ensure that the Works are executed in accordance with the approved drawings, specifications, construction contracts and required quality standards.

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]		

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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: Workers Welfare Fund, Balochistan (Workers Welfare Fund, Balochistan), Secretary Neart BINUQ, Samugli Road, Sadar, Quetta (District), Quetta Division (Division), Balochistan (Province).

The Consultant Address:

The title of the subject procurement is:ESTABLISHMENT OF 200 HOUSES AT SUI, DERA BUGTI

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:

For the Procuring Agency:

Workers Welfare Fund, Balochistan (Workers Welfare Fund, Balochistan), Secretary
Neart BINUQ, Samugli Road, Sadar, Quetta (District), Quetta Division (Division), Balochistan (Province).
+92-336-646-0666
workerwelfarefundbalochistan@gmail.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

Liquidated Damages

If the Bidder fails to provide services as required under the contract or in case of any data loss/data breach or any incident compromising the data security or other such failures related to any services, the Bidder shall pay to the Procuring Agency as Liquidated Damages at a rate of **0.10%** to **0.50%** of the Contract value, in accordance with the extent of performance failure & the cost of investigating such incidents as judged by the Authority.

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:

Number of GC Clause 24

Performance Guarantee:
Instrument of Performance Guarantee shall be in the Name of : **Nil**

The amount of performance guarantee shall be 0% of the contract price in acceptable form of Nil

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 : Nil ***[****insert* **"applies"** *or* **" does not apply"****]***

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.

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Bid Securing Declaration

Bid Securing Declaration

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

Bid No.:***P177456***

To: **Workers Welfare Fund, Balochistan (Workers Welfare Fund, Balochistan), Secretary Neart BINUQ, Samugli Road, Sadar, Quetta (District), Quetta Division (Division), Balochistan (Province).**

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: **Workers Welfare Fund, Balochistan (Workers Welfare Fund, Balochistan), Secretary Neart BINUQ, Samugli Road, Sadar, Quetta (District), Quetta Division (Division), Balochistan (Province).**

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}

Annexure

Bidding Doc

Information (Read-Only)

See Form Under Additional Forms and Documents: **Bidding Doc** (page number: 83)

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Procurement Forms

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Additional Forms and Documents

REQUEST FOR PROPOSAL DOCUMENT

FOR

SELECTION OF CONSULTANTS

FOR

ESTABLISHMENT OF 200 HOUSES AT SUI, DERA BUGTI FOR

GOVERNMENT OF PAKISTAN

MINISTRY OF OVERSEAS PAKISTANIS AND HUMAN RESOURCE DEVELOPMENT

WORKERS WELFARE BOARD BALOCHISTAN

SAMUNGLI ROAD QUETTA

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LETTER OF INVITATION (LOI)

Dear Consultants!

1. INTRODUCTION

1.1 Eligible Consultants as specified in the Data Sheet are hereby invited to submit a Technical and a Financial Proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as "Data Sheet" hereafter) annexed with this letter. Your Proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet.

1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client).

1.4 The Client (Workers Welfare Board Balochistan) funds for the project for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is issued.

1.5 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client office before submitting a Proposal and attend a pre-Proposal conference if specified in the Data Sheet. Attending any such conference is optional and is at the Consultants' expense. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your Proposal.

1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.7 **Please note that:**

- The cost of preparing the Proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a cost of the Assignment; and
- The Client is not bound to accept any of the Proposals submitted and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

1.8 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

1.9 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client.

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Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract. We wish to remind you that in order to avoid conflicts of interest:

Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and

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

2. DOCUMENTS

2.1 To prepare a Proposal, please use the attached Forms/Documents listed in the Data Sheet.

2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Seven (7) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex or telefax to such requests and copies of the response shall be sent to all invited Consultants.

2.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by cable, telex or telefax to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. PREPARATION OF PROPOSAL

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

Technical Proposal

3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the RFP. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.

3.3 During preparation of the technical Proposal, you must give particular attention to the following:

3.3.1 If you consider that your firm does not have all the expertise (preference will be given to those Consultants having all the expertise under one roof) for the Assignment you may obtain a full range of expertise by associating with other firms or entities. You may also utilize the services of expatriate experts

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but only to the extent for which the requisite expertise is not available in any Pakistani Firm. You may not associate with the other firms invited for this Assignment unless specified in the Data Sheet.

3.3.2 Subcontracting part of the Assignment to other Consultants if considered desirable; the same sub-Consultant may be included in several Proposals, subject to limitations in the Data Sheet.

3.3.3 The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your Proposal should be based on a number of key professional staff-months substantially in accordance with the above number. However, you may propose changes in the light of your experience through your comments on the TOR.

3.3.4 The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in the Data Sheet.

3.3.5 Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.

3.3.6 No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

3.3.7 Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located may be considered additional qualification.

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

I-From-1

A brief description of the Consultant's organization and an outline of recent (not older than Ten years) experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

I-Form-2

A list of projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the projects being presently under-taken.

I-Form-3

Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the Consultants propose to perform on the activities and completion of the assignment.

I-Form-4

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Any comments or suggestions on the TOR; The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.

I-Form-5

CVs recently signed by the proposed key professional staff or an authorized manager in the consultants head office. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.

I-Form-6

A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.

*I-**Form-7***

A schedule for compilation and submission of various types of reports.

*I-**Form-8***

A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.

*I-**Form-9***

The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.

10. If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring.

11. Any additional information as requested in the Data Sheet.

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

Financial Proposal

3.6 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs. Your financial proposal should be prepared using the formats attached as Appendix 2 i.e. Form Nos. 1 through 7.

3.7 The financial Proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances specified in the Data Sheet.

3.8 Costs may be expressed in currency(ies) listed in the Data Sheet.

3.9 Engineering facilities during construction supervision phase shall be provided by the contractor under the construction contract. However it would be the responsibility

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of the consultant to include necessary provisions in the bidding documents of the construction phase for the engineering facilities.

4. SUBMISSION OF PROPOSALS

4.1 You shall submit one original technical Proposal and one original financial Proposal through PPRA EPAD as per standards. Only one hard copy of Technical Proposals is required to submit on or before the closing date and time.

4.2 The Proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initiated by the person or persons signing the Proposal.

4.3 The completed technical and financial Proposals shall be uploaded to PPRA EPAD on or before the time and date stated in the Data Sheet.

4.4 The Proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

4.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Personnel. The Consultant shall have the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

4.6 If any of the Key Personnel become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Personnel shall have equal or better qualifications and experience than those of the originally proposed Key Personnel. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Personnel. If the Consultant fails to provide a replacement Key Personnel with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

5. PROPOSAL EVALUATION

5.1 A single stage two-envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial

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evaluation. Firms shall be ranked using a combined technical/financial score, as indicated below:

Technical Proposal

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

Financial Proposal

Option-A: For Quality cum Cost Based Selection

5.3 The financial Proposals of the top five (05) ranking qualifying consulting firms on the basis of evaluation of technical Proposals shall be opened through EPAD v.2 in the presence of the representatives of these firms, who shall be invited for the Bid opening and who intend to attend. The Client shall inform the date, time and address for opening of financial Proposals as indicated in the data Sheet. The total cost and major components of each Proposal shall be publicly announced to the attending representatives of the firms.

5.4 The evaluation committee shall determine whether the financial Proposals are complete and without computational errors. The lowest financial Proposal (Fm) among the five shall be given a financial score (Sf) of 100 points. The financial scores of the Proposals shall be computed as follows:

$S_f = (Fm/F) \times 100$

F = (amount of specific financial Proposal)

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

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

6. AWARD OF CONTRACT

7.1 The contract shall be awarded to successful bidder approved by the competent authority. Upon un-successful completion of negotiations/initialling of the draft

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contract, the Client shall promptly inform the other Consultants that their Proposals have not been selected.

7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

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DATA SHEET

LOI Clause No.	Description
1.1	The name of the Assignment is: **ESTABLISHMENT OF 200 HOUSES AT LABOUR COLONY AT SUI, DERA BUGTI FOR WORKERS WELFARE BOARD BALOCHISTAN** The name of the Client is: **Workers Welfare Board Balochistan (WWB), Ministry of Overseas Pakistanis & Human Resource Development, Samungli Road Quetta** Eligible Consultants are: A participating firm/Consultant sanctioned by Pakistan Engineering Council and/or by Pakistan Council of Architects and Town Planners and/or debarred by any Federal/Provincial Government department/organization/agency shall be ineligible to be awarded the contract. Further, serving Government officials and civil servants in their individual private capacity are also not eligible to be included as Experts in the Consultant's Proposal. Furthermore, it is the Consultant's responsibility to ensure that its Experts meet the eligibility requirements as established by Pakistan Engineering Council and Pakistan Council of Architects & Town Planners in their respective applicable guidelines. The eligibility criteria further include: a) Valid Registration of the firm/Company with Pakistan Engineering Council. **Must have 1201, 1203, 1231 Project Profile Codes and 510, 511, 516,518, 532, 533, 536, 537, 538, 542, 543, 544, 592 Project Services Codes** b) Valid PCATP Registration **Category NO LIMIT** c) Valid legal entity of the firm e.g. Certificate of registration from Securities & Exchange Commission of Pakistan (SECP) or Registrar of Firms or any other Statutory Body. d) Certificate of registration with Income Tax (BRA & Active Tax Payer List) e) Must have average annual turnover of PKR 100.00 million or above during the last three (03) financial years. f) Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years and no litigation is pending between the Consultant and any government department, body or agency. g) Affidavit declaring "Neither the firms nor its Directors,

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Stakeholders, as a whole or as a part of the firm have been blacklisted/defaulted by any government agency/department/organization".

h) Provision of a separate undertaking that the information supplied by the firm is correct.

1.2 Description and the objectives of the Assignment include, but are not limited to:

Master Planning of the area as per applicable by-laws and approval thereof from the concerned Authority(ies), Design of Civil/EM Infrastructure & Building Works, Preparation of PC-I & Revised PC-I (if required), Procurement of Works, Detailed Construction Supervision, Conducting of Lab Tests, Verification and Processing/Certification of Contractor's Bills to the Employer for Payment, Monitoring Physical & Financial Progress of the Contractor(s).Detail scope of work provided at Appendix-A.

1.3 Phasing of the Assignment:

Phase-I

Stage-1: Data Collection, Topographic Survey, Hydrographic Survey (if Required) and Geotechnical Investigation.
Stage-2:Preparation of Conceptual Master Plan & Preliminary/conceptual Building Designs.
Stage-3: Preparation of Detailed Master Plan, Infrastructure Design, Detail Architecture, Structure & MEP Design of all components.
Stage-4: Preparation of Engineering Estimates, BOQs, Technical Specifications & Complete Bidding documents.
Stage-5: Assistance During Tendering Process

Phase-II

Stage 1: Detailed Construction Supervision For Estimated Period of 24 months.

1.5 The name and address of the official is:

Director (Works), Workers Welfare Board Balochistan, Near BINUQ Samungli Road Quetta.

1.6 The Client shall provide the following inputs:

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

2.1 The Documents include:

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LOI, Data Sheet, Technical & Financial Forms, Description of Services/TOR, Forms, Draft Form of Contract, Appendices.

2.2 In the third line, the text “post, email,” is added before the word “cable”.

The address for seeking clarification is:
Director (Works), Workers Welfare Board Balochistan, Near BINUQ Samungli Road Quetta

2.3 In the fourth line, the text “post, email,” is added before the word “cable”.

3.1 Following additional information/requirements must also be provided/fulfilled:

a) Profile of the firm with Head Office and Regional Office addresses, landline contact number, website (if any) and email address.

b) Valid PEC registration with required specialization codes.

c) Evidence of being active tax payer.

d) Audit Reports for the last three Financial Years duly audited by a licensed Chartered Accountant.

e) Valid legal entity of the firm e.g. Certificate of registration from Securities & Exchange Commission of Pakistan (SECP) or Registrar of Firms or any other Statutory Body

f) List of general and similar projects on prescribed proforma which were successfully completed during the last ten years duly supported by Clients’ Completion Certificates.

g) List of general and similar projects in-hand on prescribed proforma duly substantiated with Work Orders from the Clients.

h) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.

I-From-1 Performance / Completion Certificates from the Client(s) must be attached otherwise no credit shall be awarded.

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	I-Form-2	Work Orders from the Client(s) must be attached otherwise no credit shall be awarded.
	I-Form-4	This Form is meant for comments/suggestions on provisions contained in the RFP document. Unless the comments/suggestions are expressed in this particular Form, anything written elsewhere on this account including financial implications, if any, shall be considered of no effect.
	I-Form-5	Unsigned CVs shall be rejected. Valid registration of Engineers with PEC is also required to be provided.
	I-Form-7	Appendix-A and Appendix-B must also be considered for filling this form.
	10	Training is not a part of this Assignment.
	11	All required/provided documents must be properly numbered, flagged and indexed. Failure to comply/conform may entail loss of credit points on account thereof.
3.2		Any financial information provided in technical Proposal may lead to rejection of Proposals.
3.3		Foreign costs are not applicable. For the purpose of the financial proposal, the Consultant should include all applicable taxes in their proposal. All the leviable taxes and duties according to the laws of land shall be borne by the Consultant. The Consultants are required to ensure their Employees and Professionals for Hospitalization/Medical Travel and Accident Cover for the duration of the Contract.
3.4		Costs should be expressed in Pakistani Rupees. Bid Security, PKR 100,000 fixed in CDR form in favor of Workers Welfare Board Balochistan must be submitted in hard form on Technical Proposals' opening.
3.9		First sentence of this Sub Clause is replaced with the following: End of proposals shall be that the construction supervision charges shall be on man-month basis, but in proof thereof, proper justification be made part of the Proposals.
4.1		The number of copies of the Proposal required is: One hard copy of Technical Proposal & Financial Proposal only.
4.2		The date and time of Proposals submission are:

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Proposals (Technical & Financial) must reach on or before **12-11-2026 at 1200 Hours**.

4.3 Validity period of the proposal is:

One hundred twenty (120) Days from the last date of submission of Proposals. Further, Consultant may be required to make presentations after submission of Proposals. Format, Venue and time would be intimated.

5.1 In the first line of this Sub Clause, the text “single-stage” is added before the text “two-envelope”.

5.2 The evaluation of Technical Proposal shall be based on:

As per Evaluation Criteria specified hereinafter.

5.3

Technical Proposals of the participating firms shall be opened on the last date of submission at the Workers’ Welfare Board Office. The Financial Proposals of top five (5) qualifying consulting firms on the basis of evaluation of their Technical Proposals shall be opened on date, time and venue to be communicated at appropriate stage.

5.4 The text “among the three” is deleted from the third line of this Sub Clause.

5.5 The weightages given to the Technical and Financial Proposals are:

Technical Proposal = 80%

Financial Proposal = 20%

6.1 In the second line, the text "and most advantageous" is added before the word "Proposal".

In the third line, the text “email,” is added before the word “cable”.

6.4 The Consultants shall furnish assurance in the form of fresh Affidavit/Undertaking that the staff members will be actually available exclusively for the Assignment.

6.6 The last sentence is replaced with the text “And so on.”

7.2 The Assignment is expected to commence in:

December, 2026.

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Sincerely,

Director Works
Workers Welfare Board
Balochistan

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Enclosures:

1) **Terms of Reference**
2) **Sample Forms for:**
   a) Technical Proposal
   b) Financial Proposal
3) **Draft Form of Contract**
4) **Appendices**

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EVALUATION CRITERIA

Client will assess whether the submitted methodology is clear, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts.

Qualification shall be based on Consultant's meeting the following qualification criteria, experience record and quality of its personnel capabilities and other relevant information as demonstrated by the Consultant's response to this RFP.

A. FIRM'S STATUS

Sr. No	Description	Max. Marks
1	1.1 Establishment of the Firm (attach evidence)	***50***
	▪ 15+ years	*Full Marks*
	▪ 10 to 14 years	*30*
	▪ 8 to 13 years	*20*
	▪ Less than 7 years	*10*
2	1.2 ISO Certification 2015:9001	***50***
	TOTAL	**100**

B. EXPERIENCE OF THE FIRM

Note: Copies of Completion Certificates/Work Orders must be attached otherwise no credit shall be awarded.

Sr. No.	Description	Maximum Marks
1	Experience on projects of matching magnitude/complexity completed successfully during the last ten (10) years.	**50**
	a) **Specific** (Master Planning, Infrastructure & Building Design, Tendering and Construction Supervision of Housing Schemes Max 3 Projects)	
	i. Project costing more than 2,000/- Million	25 Marks
	ii. Project costing more than 1,500/- Million	15 Marks
	iii. Project costing more than 500/- Million	10 Marks
	b) **General** (Overall experience of firm in the industry)	**40**
	i. Project costing more than 2,000/- Million	20 Marks
	ii. Project costing more than 1,500/- Million	15 Marks
	iii. Project costing more than 1,000/- Million	5 Marks
	c) Projects in Hand	**10**
2	Present Commitment (For Project costing more than 1,000/- Million)	**10**
	TOTAL	**100**

C. APPROACH AND METHODOLOGY

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Sr. No.	Description	Maximum Marks
1	Understanding of objectives	**50**
2	Quality of Methodology	
	a) Data Collection, Survey & Investigations	10
	b) Design of Infrastructure Works	10
	c) Procurement of Infrastructure Development Works	10
	d) Construction Supervision of Infrastructure Development Works	10
	Sub Total	**90**
3	Work Programme	
	a) Activity Schedule	15
	b) Team Organization	15
	c) Staff Duty Matrix	15
	d) Staffing Schedule	15
	Sub Total	**60**
4	Prior Work Experience	
	a) Work Experience with WWB	50
	Sub Total	**50**
5	Physical Presence in Quetta	**100**
	TOTAL	**300**

D. STAFF TO BE DEPLOYED ON THE ASSIGNMENT

Sr. No.	Personnel	Maximum Marks/Weightage
1	**Project Manager/Team Leader**	**50**
	a) Academic and General Qualifications	Total 25 Marks (BSc/BE Civil Engineering = 15 Marks MSc Civil Engineering/Construction Management/Project Management = 7.5 Marks PMP Certification = 2.5 Marks
	b) Professional Experience	Total 25 Marks 20+ Years' experience = 25 Marks 10 to 19 Years' experience = 15 Marks Less than 10 Years' experience = 0 Marks
2	**Town Planner**	**50**
	Academic and General Qualifications	Total 25 Marks Bachelors in town Planning = 20 marks PCATP Registration = 5 marks
	Professional Experience	Total 25 Marks 12+ Years' experience = 25 marks, 8 to 12 Years' experience = 15 marks Less than 8 Years' experience = 0 marks
3	**Lead Architect**	**50**

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	Academic and General Qualifications	Total 25 Marks (Bachelor's Degree in Architecture (B.Arch.) = 15 marks Master's Degree in Architecture, or Project Management field = 7.5 Marks, Registered with PCATP And IAP = 2.5 Marks
	Professional Experience	Total 25 Marks 25+ Years' experience = 25 Marks 15 to 24 Years' experience = 15 Marks Less than 15 Years' experience = 0 Marks 10%,
3	**Senior Architect**	**40**
	Academic and General Qualifications	Total 20 Marks (Bachelor's Degree in Architecture (B.Arch.) = 12 marks Master's Degree in Architecture, or Project Management field = 6 Marks, Registered with PCATP And IAP = 2 Marks
	Professional Experience	Total 20 Marks 20+ Years' experience = 20 Marks 10 to 19 Years' experience = 10 Marks Less than 10 Years' experience = 0 Marks
4	**Structural Engineer**	**30**
	Academic and General Qualifications	Total 15 Marks (BS/BSc Civil Engineering. = 10 Marks, MSc Structural Engineering. = 5 Marks
	Professional Experience	Total 15 Marks 10+ Years' experience = 15 marks 5 to 9 Years' experience = 7.5 marks Less than 5 Years' experience = 0 marks
5	**Contracts Expert**	**60**
	Academic and General Qualifications	Total 30 Marks (BE/BSc Civil Engineering = 20 Marks MSc in Engineering Management = 10
	Professional Experience	Total 30 Marks 15+ Years' experience = 30 Marks 10 to 14 experience = 15 Marks Less than 10 Years' experience = 0 Marks
6	**Resident Engineer**	**60**

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	Academic and General Qualifications	Total 30 Marks BE/BSc Civil Engineering = 30
	Professional Experience	Total 30 Marks 20+ Years' experience = 30 Marks 15 to 20 Years' experience = 15 Marks Less than 15 Years' experience = 0 Marks
7	**Assistant Resident Engineer (Civil)**	**25**
	Academic and General Qualifications	Total 12.5 Marks BE/BSc Civil Engineering = 12.5 Marks
	Professional Experience	Total 12.5 Marks 15+ Years' experience = 12.5 Marks 10 to 15 Years' experience = 7.5 Marks Less than 10 Years' experience = 0 Marks
8	**Assistant Resident Engineer (Electrical/Mechanical)**	**40**
	Academic and General Qualifications	Total 20 Marks BE/BSc Electrical Engineering/Mechanical = 20 Marks
	Professional Experience	Total 20 Marks 12+ Years' experience = 20 Marks 8 to 12 Years' experience =10 Marks Less than 8 Years' experience = 0 Marks
9	**Material Engineer**	**40**
	Academic and General Qualifications	Total 20 marks DAE Civil/B.Tech Civil = 20 Marks
	Professional Experience	Total 20 Marks 20+ Years' experience = 20 Marks 15 to 20 Years' experience =10 Marks Less than 15 Years' experience = 0 Marks
10	**Quantity Surveyor**	**30**

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	Academic and General Qualifications	Total 15 marks DAE Civil/B.Tech Civil = 15 Marks
	Professional Experience	Total 15 Marks 20+ Years' experience = 15 Marks 15 to 20 Years' experience =7.5 Marks Less than 15 Years' experience = 0 Mark
11	**Surveyor**	**25**
	Academic and General Qualifications	Total 12.5 marks DAE Civil/B.Tech Civil = 12.5 Marks
	Professional Experience Related to the Assignment	Total 12.5 Marks 20+ Years' experience = 12.5 Marks 15 to 20 Years' experience =7.5 Marks Less than 15 Years' experience = 0 Mark
TOTAL MARKS FOR PERSONNEL		

GRAND TOTAL MARKS = A + B + C + D = 100 + 100 + 300 + 500 = 1000

Minimum overall qualifying marks shall be 70%.

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FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the _____day of___ (month) of_____(year), between, on the one hand, _____

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

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

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

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

   (a) the General Conditions of Contract;

   (b) the Special Conditions of Contract;

   (c) the following Appendices:

   Appendix A: Description of Services

   Appendix B: Key Personnel and Subconsultants

   Appendix C: Supervision Staff

   Appendix D: Breakdown of Contract Price in Foreign Currency

   Appendix E: Breakdown of Contract Price in Local Currency

   Appendix F: Services & Facilities to be Provided by the Client and Counterpart Personnel to be Made Available to the Consultants by the Client.

   Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

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

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

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

For and on behalf of

_____

Witness

(CLIENT)

Signatures_____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

Witness

(CONSULTANTS)

Signatures_____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

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II. GENERAL CONDITIONS OF CONTRACT
1. GENERAL PROVISIONS

1.1 Definitions

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

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

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

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

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

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

(f) "Government" means the Government of the Islamic Republic of Pakistan;

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

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

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

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

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

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

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

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

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

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

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Taxes

Unless specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

1.8 Leader of Joint Venture

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

1.9 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

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1.10 Headings

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than sixty (60) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3 Commencement of Services

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

2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

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

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2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

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

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

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

2.7 Force Majeure

2.7.1 Definition

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

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

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

2.7.2 No Breach of Contract

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

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2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

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

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;

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

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

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

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2.9.2 By the Consultants

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

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

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

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

(d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

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

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2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraphs (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, comply with the Applicable Law.

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

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

3.3 Confidentiality

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

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3.4 Liability of the Consultants

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

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

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

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

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

3.5 Other Insurances to be Taken out by the Consultants

In addition to the insurance stated in Sub-Clause 3.4 above, the Consultants shall take out and maintain the various insurances as are specified in the SC, at the cost and expense of the Client.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

(a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;

(c) any other action that may be specified in the SC.

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3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

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

3.10 Accounting, Inspection and Auditing

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

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4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.

4.2 Description of Personnel

(a) The title, activities of job description and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.

(b) Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth in Appendix C may be made by the Consultants in accordance with the actual requirements of the Contract to ensure efficient performance of the Services, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Sub-Clause 6.1(a) of this Contract.

4.3 Approval of Personnel

The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data.

4.4 Working Hours, Leave, Overtime, etc.

Working Hours for Key Personnel are set forth in Appendix-C hereto.

Except for the staff covered under reimbursable direct costs expenditure, the Consultants' remuneration given in Appendix D and Appendix E shall be deemed to cover paid casual leave, sick leave and earned leave. The Client will reimburse overtime payments to eligible Personnel provided by the Consultants, in respect of support staff and work charged staff. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Such leave taking of the Authorized Representative of the Consultants at site, if any, shall be preceded by the Client informed in writing.

4.5 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications / experience.

(b) If the Client; (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying

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the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Any of the Personnel provided as a replacement under Sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants 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 Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Engineer

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services, a Resident Engineer acceptable to the Client, shall take charge of the performance of such Services

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

(a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;

(b) assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Consultants upon completion of the Services under this Contact;

(c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;

(d) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC;

(e) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

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5.1.2 Co-ordination

The Client shall:

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

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

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.1 (a). Rate in the Appendix-E shall be revised in case of revision in salary made in an organization due to statutory Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

5.4 Services and Facilities

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Sub-Clause 6.1(b) hereinafter.

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5.5 Payments

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

5.6 Counterpart Personnel

(a) If so provided in Appendix-F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

(b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix-F, the Client and the Consultants 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 Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1(c) hereof.

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates, Ceiling Amount

(a) An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Sub-Clause 2.5 and subject to Sub-Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D and in local currency in Appendix E, excluding adjustments made under Sub-Clause 6.2(a) of the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(b) Notwithstanding Sub-Clause 6.1(a) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 6.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to remuneration not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, and the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

(c) Notwithstanding Sub-Clause 6.1(b) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to reimbursable direct cost not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Sub-

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Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)

(a) Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Sub-Clause 6.2(c). Remuneration shall be subject to price adjustment as specified in the SC.

(b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Sub-Clause SC 2.3 (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.

(c) Reimbursable direct costs (non-salary costs) actually and reasonably incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the SC.

6.3 Currency of Payment

(a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in Appendix D, and local currency payment shall be made in Pakistani Rupees.

(b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment

Billing and payments in respect of the Services shall be made as follows:

(a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:

(i) Not later than thirty (30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.

(ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

Any bank interest accruing in a revolving fund shall be credited by the Consultants to the Client.

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(b) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure.

In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants.

(c) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement 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 Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.

(d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted along with the final report and statement of the Consultants by the Client.

(e) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.

6.5 Delayed Payments

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

6.6 Additional Services

Additional Services means:

(a) Services as approved by the Client outside the Scope of Services described in Appendix A;

(b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and

(c) any re-doing of any part of the Services as a result of client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, the Consultants, with the prior written authorization of the Client, shall carry out such Additional Services on the basis of the billing rates set out in the Contract. In case for any reasons these rates and prices are determined by both the Parties to be not applicable for said Additional Services, then suitable billing rates and the additional time, shall be agreed upon between the Client and the Consultants.

6.7 Consultants' Entitlement to Suspend Services

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

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

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7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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 to the objectives of this Contract.

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Sub-Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

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

9. INTEGRITY PACT

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

(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by the Consultant or any of his Subconsultant, agents or servants;

(b) terminate the Contract; and

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(c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Subconsultant, agents or servants.

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

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III. SPECIAL CONDITIONS OF CONTRACT

No. of GC Clause		Description
1.1	**Definitions**	(b) In the third line of Definition “b”, add the text “specified elsewhere and” before the word “listed”. (i) Definition (i) is deleted. (k) Following is added at the end of definition (k): “duly approved by the Client.” (m) In definition (m), “in Appendix A” is replaced with “under this Contract”. (p) "Project" means: “ESTABLISHMENT OF 200 HOUSES AT LABOUR COLONY AT SUI DERA BUGTI FOR WORKERS’ WELFARE BOARD BALOCHISTAN” Following definition is added: (q) “Days” mean calendar days except stated otherwise.
1.4	**Notices**	In the third line, the word "or" is deleted, and the text "or email" is added after the word "facsimile".
1.6	**Authorized Representatives**	The Authorized Representatives are the following: For the Client: **Director WORKS** Workers Welfare Board Balochistan, Samungli Road, Quetta. For the Consultant: (Name of Project Manager/Authorized Representative) (Address) Telephone : _____ Email : _____

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Note: The Consultant shall also act as “the Engineer” for the project through a relevant expert duly approved by the Client.

1.8 Leader of the Joint Venture

This sub-clause is deleted in its entirety.

2.1 Effectiveness of Contract

Effectiveness conditions are:

a) Signing of the Consultancy Contract by both the parties.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be twenty-eight (28) days, or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Consultant shall commence the Services within fourteen (14) days after the Effectiveness Date of Contract or such other time period as the parties may agree in writing.

2.4 Expiration of Contract

The period for Completion of Services shall be:

Phase-I	Six (06) months from the Commencement Date of the Phase.
Phase-II	Twenty-four (24) months from the actual start of physical works at site by the Contractor.

"Completion of Services" as per this Sub-Clause means completion of Services as per Appendix A, submission of Deliverables to the Client as provided under this Contract and receiving of final payment by the Consultant as per SC Sub-Clause 6.3.

2.6 Extension of Time For Completion

Sub-Clause 2.6 (b) is amended as follows:

(b) “the increase shall be agreed upon by both the parties to decide whether the Services are Additional Services pursuant to Sub-clause 6.6 (a).

(c) In Sub-Clause 2.6 (c), the word “shall” is replaced with the word “may”.

Following paragraph is added at the end of this Sub-Clause:

(d) “If as a result of written instruction of the Client, any change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Services under this Agreement, whether or not changed by the order, or otherwise affects any other

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terms and conditions of this Agreement, an equitable adjustment shall be made in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and conditions shall be modified accordingly."

2.7.4 Payments

The texts ", as well as to be reimbursed" and "additional" are deleted from the third line and the text "and in reactivating the Services after the end of such period." is deleted from the last line.

Following is added at the end of this Sub-Clause:

"Rates and/or fee for performance of Services during such period shall be negotiated and the accepted negotiated rates and/or fee shall be memorialized in a written acknowledgement between the parties which shall become a part of this Agreement."

2.9.2 By the Consultants

(a) In second line of Sub-Clause 2.9.2 (a), the text "suspension of payments pursuant to Sub-Clause 2.8 or" is added after the text "not subject to".

2.9.4 Payment Upon Termination

(b) The text ", including the … Rules" from the last part of this Sub Clause is deleted.

Following is added as paragraph "(c)":

(c) "In the event of a termination as a result of occurrence of events specified in paragraphs (a), (b) and (d) of Sub-Clause 2.9.1, the amount to be paid to the Consultant shall be determined by the Client with consideration of the actual costs incurred by the Consultant in performing Services to the effective date of termination, whether that Service is in a form or a type which is acceptable to the Client at the time of termination, the cost to the Client of employing another firm to complete the Services required and the time which may be required to do so, and other factors which affect the value to the Client of the Services performed at the time of termination."

3.1 General

Following paragraph is added at the end of this Sub-Clause:

"The Consultant, any sub-consultants and the Client shall comply with all Federal and local laws, rules, codes, regulations and all Client policies and directives, applicable to the work to be performed under this Agreement. The Consultant shall defend, indemnify, and hold the Client and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this Agreement by, the Consultant or the Consultant's agents, employees, sub consultants, or any other persons for whom the

Consultant may be legally liable; provided that nothing herein shall require a Consultant to defend or indemnify the Client and their officers and employees against and hold harmless the Client and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this Agreement by the Client, their agents, officers, employees, sub-consultants, or any other persons for whom the Client may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant or the Consultant's agents, employees, or any other persons for whom the Consultant is legally liable, and (b) the Client, their agents, officers, employees, sub-consultants, or any other persons for whom the Client may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents, employees, sub-consultants, or any other persons for whom the Consultant may be legally liable. This provision shall be included in any Agreement (if required) between consultant and any sub-consultant, subcontractor and vendor, of any tier."

3.4 Liability of the Consultants

First paragraph of this Sub-Clause is replaced with the following:

"Save as otherwise provided, the Consultant shall be liable for the consequence of faults, errors and omissions on their part or on the part of their employees in performance of Services to the extent and with the limitations as mentioned herein below."

Second paragraph of this Sub-Clause is replaced with the following:

"If the Client suffers any losses or damages as a result of proven faults, delays, errors or omissions of the Consultant in the performance of Services, the Consultant shall make good such losses or damages in full."

Third paragraph of this Sub-Clause is replaced with the following:

"The liability of the Consultant expires after one (1) from the actual date of completion of the project or after three (2) years from the date of final completion of the design whichever is earlier. Provided that the rendered Services shall always be subject to the standards of 'reasonable skill, care and due care and attention' expected of a prudent Consultant and the Client shall always be entitled to have recourse to appropriate forums for any compensation should the circumstances necessitate."

The text "up to a limit … such cover effective." is deleted from fourth paragraph of this Sub-Clause.

In fifth paragraph, the text "provided the actual … borne by the Client." is replaced with the text "pursuant to GC Sub-Clause 3.5".

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Following paragraphs are added at the end of this Sub Clause:

"The Client is to rely on the information, submissions, reporting, recommendations and advises made by the Consultant or their sub-consultants, as such, the Consultant shall be responsible and they shall make the Client harmless for any consequences thereof.
The Consultant shall be responsible for, and shall indemnify the Client from and against any risks, claims, liabilities, obligations, losses, damages, penalties, action, judgment, suites, proceedings, demands, cost, expenses and disbursement whatsoever nature that may be imposed on, incurred by or asserted against the Client arising from the negligent acts of the Consultant in the performance of Services under this contract.
The Consultant shall afford response and defense to any question, observation, loss, damages and claims arising out of their working, performance, act and proceedings, in any forum and shall be held responsible to bear the consequences of such transaction, proceedings and approvals."

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3.6 Consultants' Actions Requiring Client's Prior Approval

(a) Delete the text “merely by title but not by name” from para “(a)”.

(c) The Consultant shall also obtain Client's prior approval in writing before commitments on any action they take or propose to take under the following:

i. Appointment of “the Engineer”.

ii. Issuing Variations Orders in respect of:

- Additional items/quantities of Works as determined by the Engineer to be necessary for the execution of Works.
- Any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
- Any item of Works covered under Provisional Sums.

iii. Claim from the Contractor for extra payment with full supporting details and Consultant recommendations, if any, for settlement.

iv. Details of any nominated sub-contracts.

v. Any action under terms of Performance Guarantee or Insurance Policy.

vi. Any action by the Consultant affecting the costs under the following clauses of Conditions of Contract of the Construction Contract:

- Adverse Physical Conditions and Artificial Obstructions
- Suspension of Works
- Bonus and Liquidated Damages
- Certificate of Completion of Works/Taking over Certificate
- Defects Liability Certificate
- Forfeiture
- Special Risks
- Frustration

vii. Final Measurement Statement

viii. Release of Retention Money

ix. Any other action having financial implications.

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

In the fifth line, the text "with codes" is added after the word "software".

Following four paragraphs are added at the end of this paragraph:

"All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the Consultant are the property of the Client. Reuse by the Client or by others, acting through or on behalf of the Client of any such instruments of service, shall be without liability or legal exposure to the Consultant.

During the progress of the Work and Services provided hereunder and for a period of not less than ten (10) years from the date of final payment to the Consultant, the Consultant shall keep, retain and maintain all "documents" pertaining to the Services provided pursuant to this Agreement. Copies of all "documents "pertaining to the Services provided hereunder shall be made available for review at the Consultant's place of business during normal working hours. If any litigation, claim or audit is commenced, the Consultant shall cooperate with Client and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the ten (10) years retention period.

For purposes of this Agreement, "documents" means every writing or record of every type and description, including electronically stored information, that is in the possession, control, or custody of the Consultant, including, without limitation, any and all correspondences, contracts, Agreements, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribblings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the Consultant, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Consultant shall not use these documents for any purposed not related to this Contract without prior written approval of the Client."

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3.10 Accounting, Inspection and Auditing

Para "(ii)" of this Sub-Clause is replaced with the following:

(ii) "The Consultant shall keep available for copy, audit and inspection by the representative(s) and/or auditor(s) of the Client for a period of ten (10) years after receipt of final payment, the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception:

if any litigation, claim or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed."

Following paragraph is added at the end of this Sub-Clause:

"The Consultant shall assist the Client in preparation and presentation of replies to audit paras, court cases (if any) and settlement thereof."

4.2 Description of Personnel

(b) In the third line, the text "with prior approval of the Client" is added after the word "Consultant".

4.3 Approval of Personnel

In the second line, the word "deemed" is replaced with the word "required".

The last sentence of this Sub Clause is deleted.

4.4 Working Hours, Leave, Overtime, etc.

In the third line of second paragraph, the word "not" is added after the word "will".

4.5 Removal and / or Replacement of Personnel

(a) The text "and relevant experience." is added at the end of para "(a)".

Following text is added as para "(d)":

(d) To ensure timely completion of the project and to avoid any delay, Consultant shall deploy such personnel as are necessarily required for Construction Supervision during off-duty hours/night time. Consultant shall be paid by the Contractor as per relevant provision of the Construction Contract. It shall be responsibility of the Consultant to include such provision in the Bidding Documents as well as in the Construction Agreement.

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4.6	**Resident Engineer**		The text “If required by the SC,” is deleted from the first line. In the second line, the text "for Phase-II" is added after the word "Services".
5.1.1	**Assistance**	(a)	The documents (Existing Data, Studies, Reports and other useful inputs for the purpose of performing the Services) under this Sub-Clause shall be provided free of charge to the Consultant as and when requested, subject to the availability of these documents with the Client.”
5.1.2	**Co-ordination**	(a)	In the first line of para (a), the text “and get or expedite” is replaced with the text “to obtain”. The departments and agencies include: ▪ All Relevant Authorities
5.1.3	**Approvals**		The Client shall accord approval of or convey any observations on the documents, subject to requirements and satisfaction of the Client, within fifteen (15) working days from the date of their submission or resubmission.
5.3	**Change in the Applicable Law**		In the second line, the text "to be" is added before the word "rendered".
5.5	**Payments**		Following three paragraphs are added at the end of this Sub-Clause: “The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of completion, all required adjustments will be made and reflected in the final payment. In the event of an overpayment to the Consultant is revealed, the Consultant will refund such overpayment to the Client within thirty (30) days of notice of the overpayment. Payment for any part of the Services by the Client shall not constitute a waiver by the Client of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to satisfactorily perform Services required of it by the Client. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Consultant. Final Payment to the Consultant will be made promptly upon its verification by the Client after the completion of the Services under this Agreement, contingent upon receipt of all plans, maps, notes, reports, electronic data, (i-e Hard and Soft copies) and other related documents which are required to be furnished under this Agreement. Acceptance of such Final Payment by the Consultant shall constitute a release of all claims for payment, which the Consultant may have against the Client unless such claims are specifically reserved in writing and transmitted to the Client by the

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Consultant prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the Client may have against the Consultant or to any remedies the Client may pursue with respect to such claims."

6.1 Cost Estimates, Ceiling Amount

(a) In the fifth line, the text ", excluding adjustments made under Sub-Clause 6.2(a) of the SC." is deleted.

6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)

(a) Consultant's remuneration for the performance of Services shall be paid without any Price Adjustment(s) during the original and any extended time period(s).

(b) The rates for local Personnel set forth in Appendix E, hereof shall be used for billing purposes. Remuneration for periods of less than one month shall be calculated on hourly basis for the time spent by the Project Office staff and directly attributable to the Services (one hour being equivalent to 1/170 of a month) and on calendar day basis for time spent by the Site Office staff (one day being equivalent to 1/30th of a month).

(c) The reimbursable direct costs expenditure shall be as per Appendix-F.

6.3 Currency of Payment

(b) Consultant's remuneration shall be paid in Pakistani Rupees.

The text "foreign currency" used anywhere else in this Contract is deleted and the relevant provisions shall be construed accordingly.

6.4 Mode of Billing and Payment

(a) Sub para (a) of this Sub Clause is deleted.

(b) First paragraph of Sub para (b) is amended as follows:

"As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services for Phase-II, the Consultants shall submit to the Client, statements of each personnel, accompanied by copies of appropriate supporting materials, of the amounts payable for such month."

Second paragraph of Sub para (b) is deleted.

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(d) The text "Notwithstanding Sub Clause 5.5 SC hereof," is added at the beginning.
In the third line, the text "Save as otherwise provided" is added before the text "The Services".

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Following Payment Schedule and Terms & Conditions will be followed for making payments to the Consultant:

Description		Percentage	Amount (Rs.)
Upon signing of Contract and Commencement of Services.		15% of Design Fee	
For Stage 1	Upon Submission	10% of Design Fee	
For Stage 2	Upon Submission	20% of Design Fee	
	Upon Approval	5% of Design Fee	
For Stage 3	Upon Submission	20% of Design Fee	
	Upon Approval	5% of Design Fee	
For Stage 4	Upon Submission	15% of Design Fee	
	Upon Approval	5% of Design Fee	
For Stage 5	Award of contract to the contractor	5% of Design Fee	
During detailed Construction Supervision.		On Man-Month Basis	

The amount due to the Consultant for Phase-I shall be paid by the Client to the Consultants within twenty-eight (28) days after the Consultants' invoice has been delivered, or redelivered after attending any discrepancy(ies), to the Client. The Client shall, within a reasonable time depending on the nature, requirements & complexity of details of invoice, convey any observations thereof to the Consultant. The Consultant shall accordingly do the needful and resubmit the invoice.

Detailed Construction Supervision Fee is for a period of twenty-four (24) months. Services (if required) during any additional period will be paid for against employed individuals on pro-rata basis or on mutually agreed rates as per quantum and nature of works/items.

No payment shall be made to the Consultant for any individual who is not available on the project site during the period of construction. The amount deducted will be

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at the rate given by the Consultant in his bid for that category of person.

In case the construction works are abandoned at site due to any reason, payment to the Consultant shall be ceased forthwith one-month prior notice.

In case the duration of Construction Works extends beyond the stipulated time period of twenty-four (24) months due to delays attributable to the Consultant, the Consultant shall continue to provide Services for that period at no extra Cost to the Client.

10% increment shall be applicable on the man month rate from second year.

The submitted Design/Drawings/Reports during any Stage shall be subject to approval from the Client as well as any other relevant department/agency and full or part payment of that particular Stage and/or of subsequent Stages shall be made after the issuance of requisite approval.

6.5 Delayed Payments

This Sub Clause is deleted in its entirety.

6.6 Additional Services

Para "(c)" is amended as follows:

(c) "any re-doing of any approved or accepted part of the Services as a result of Client's instructions."

Following is added at the end of this Sub-Clause:

"The Consultant shall, without incurring any additional cost to the Client, be liable to re-perform and rework all or any part of the Services, which is deficient in any manner and is not approved by or acceptable to the Client. Accordingly, the Consultant shall make such changes and revisions in the completed Services under this Agreement as necessary to correct errors appearing therein, without any additional cost thereof. Should the Client find it desirable for its own purposes to have previously satisfactorily completed Services or parts thereof changed or revised, the Consultant shall make such revisions as directed by the Client which shall be considered as Additional Services and shall be paid for as provided under this Contract."

6.7 Consultant's Entitlement to Suspend Services

In the second line of first para, the text "read with SC Sub-Clause 6.4" is added after the text "Sub-Clause 6.4".

Last para of this Sub-Clause is deleted.

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8.2 Dispute Settlement

In the fourth line, after the word "Provisions of", the text "PEC Rule of Conciliation and Arbitration or" is added:

At the end of this Sub-Clause, following is added:

"The arbitrator(s), conciliator(s), mediator(s) for out of the court settlement shall be “The Federal Secretary M/o Overseas Pakistani and Human Resource Development “
The seat of arbitration shall be Quetta (Pakistan) and the Courts located in Quetta shall have jurisdiction in the matter."

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

APPENDICES

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APPENDIX-I

TECHNICAL PROPOSAL FORMS

{Please do not provide information other than required in the specified format of particular Forms. Use exact format of the given Forms and provide required information in the requested format including project details, CVs etc.}

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TECHNICAL PROPOSAL SUBMISSION FORM

(On Company/Firm's Letterhead)

To,

Director Works,
Workers Welfare Board Balochistan
Samungli road
Quetta.

Subject: **NAME OF THE PROJECT**

Dear Sirs,

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

We hereby declare that:

a) All the data, information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may also be sanctioned by the Client.
b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 4.5.
c) We have no conflict of interest in accordance with Clause 1.8 and 1.9 of LOI.
d) We meet the eligibility requirements as stated in Clause 1.1 of Data Sheet, and we confirm our understanding of our obligation to abide by the Client's Terms and Conditions.
e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Pakistan.
f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 7.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
Name of Consultant: _____
In the capacity of: _____
Address: _____
Contact information (phone and e-mail): _____

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Form 1

FIRM'S REFERENCE

Specific, Similar and General Services Successfully Completed
In the Last Ten Years of Similar Nature and Complexity
Which Best Illustrate Qualifications

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

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Professional Staff Provided/being provided by Your Firm:</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff Months:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (in Current Rs.)</td></tr>
<tr><td colspan="2">Name of Associated Firm (s), if any:</td><td>No. of Months of Professional Staff Provided/being provided by Associated Firm(s)</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved/being involved and functions performed/being performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided/being provided by Your Staff:</td></tr>
</table>

Consultants' Name: _____

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Form 2

Work in Hand

Specific, Similar and General Services in Hand of Similar Nature and Complexity Which Best Illustrate Qualifications

(As of _____)

Project Name:
Location:
Associates(s):
Total Value of Work (Rs.):
Total Value of Services (In Current Rs.):
Estimated Completion Date (Year/Month):

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Form 3

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

{Please provide a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the approach and methodology proposed for the assignment.}

[{Suggested structure:

*a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.*

*b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included.*

*c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}]*

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Form 4

COMMENTS/SUGGESTIONS OF CONSULTANT

{Describe proposed modifications or improvement to the Terms of Reference (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.}

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

etc.

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

1.

2.

3.

4.

5.

etc.

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Form 5

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: _____

2. Name of Firm: _____

3. Name of Staff: _____

4. Profession: _____

5. Date of Birth: _____

6. Years with Firm: _____
   (Appointment letter and salary slips to be attached)

7. Nationality: _____

8. Membership in Professional Societies: _____

   (Attach valid Membership of PEC)

9. Detailed Tasks Assigned on the Project: _____

10. Key Qualifications:

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

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11. Education:

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

12. Employment Record:

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

13. Languages:-

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

14. Certification: **(Compulsory)**

    I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the PEC. _____
    Date: _____

    Signature of Staff Member
    Day/Month/Year

    or:_____(Authorized official from the firm)

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Form 6

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/Activities	Programme from date of assignment (in the form of a Gantt chart using Primavera/MS Project.)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

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Form 7

WORK PLAN AND TIME SCHEDULE FOR PERSONNEL

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

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Full Time: _____

Part Time: _____ Activities Duration _____

Yours faithfully,

Signature _____

(Authorized Representative)

Full Name _____

Designation_____

Address _____

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) EPADS

Form 7

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

1. Technical/Managerial Staff

Sr. No.	Name	Position	Task Assignment

2. Supervision Staff

Sr. No.	Name	Position	Task Assignment

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Form 8

LITIGATION HISTORY

{Briefly describe litigation history of the firm including Mediations, Conciliations, Arbitrations and Appeals. Also attached copies of Awards, Judgements, Decrees, Decisions}

Sr. No.	Client	Project/Assignment	Contract Value (Rs.)	Disputed Amount (Rs.)	Won/Lost	Brief Description

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APPENDIX-II

FINANCIAL PROPOSAL FORMS

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FINANCIAL PROPOSAL SUBMISSION FORM

(On Company/Firm's Letterhead)

To,

The Director (Works),

Workers Welfare Board Balochistan

Samungli Road Quetta

Subject: **NAME OF THE PROJECT**

Dear Sirs,

We, the undersigned, offer to provide the consulting services for the subject works in accordance with your Request for Proposal dated [Insert Date]and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Insert amount(s) in words and figures}, Exclusive of sales tax.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 4.5 of the Data Sheet.

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

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

In the capacity of:

Address:

E-mail:

Contact:

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Form 1

BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project:_____Firm:_____

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

Notes:

Item No. 1 Basic salary shall include actual gross salary before deduction of taxes. Payroll (vouched account/CPR-IT etc) sheets for each proposed personnel should be submitted at the time of negotiations.

Item No. 2 Social charges shall include Client's contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. Breakdown of proposed percentage charges should be submitted and supported (see Form 2).

Item No. 3* Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported (see Form 3).

Item No. 5 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated in overhead costs of the Company.

Full Name:_____

Signature:_____

Title:_____

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Form 2

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION
(Supervision Staff)

Sr. No.	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
Sub-Total:					

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Form 3

SUMMARY OF COST OF CONSULTANT

Sr. No.	Description	Amount (PKR)
Studies (Stage-1)		
1	Topographic Survey	
2	Geotechnical Investigation	
3	Hydrological Survey (if required)	

Sr. No.	Description	Amount (PKR)
Complete Design (Stage 2-5)		
1	Complete Master Planning, Architectural & Engineering Design	

Sr. No.	Description	Amount (PKR)
Supervision Phase		
1	Supervision Cost per Month	

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Form 4

ABSTRACT OF CONSULTANCY FEE

Sr. No.	Description	Quantity	Unit	Quoted Fee (PKR)	
				In figures	In words
1	Studies (Topographic, Hydrological & Geotechnical)	Complete Job	Lumpsum		
2	Detailed Master Planning, Architectural & Engineering Design	Complete Job	Lumpsum		
2	Detailed Construction Supervision Fee	Complete Job	24 months		
Total Consultancy Cost					

Note:

- Fee must be quoted as Lump Sum Cost for Survey, Master Planning, and Design (Phase-and on Man Month basis for Detailed Construction Supervision (Phase-II).

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APPENDIX -A

DESCRIPTION OF SERVICES/TERMS OF REFERENCE

A-1 INTRODUCTION

Workers Welfare Board Balochistan (hereinafter referred to as the "Client") intends to establish a 200 Houses at labour colony at Sui, Dera Murad Jamali, Balochistan, for mining and industrial workers and their families, in accordance with the approved Project PC-I.

The Project comprises residential labour quarters, a masjid, community centre, shopping centre and associated infrastructure and external development works, including internal roads, boundary walls and gates, water supply and storage facilities, sewerage and sanitation systems, septic tanks, electrical and plumbing installations, external paving, landscaping and horticulture, together with other facilities and works identified in the approved PC-I.

The Client intends to engage a qualified consulting firm (hereinafter referred to as the "Consultant") to undertake planning, architectural and engineering design, preparation of estimates and bidding documents, procurement assistance and construction supervision of the Project.

A-2 PROJECT OBJECTIVES

The primary objective of the consultancy is to ensure the planning, design and implementation of the Project in a technically sound, economical, sustainable and coordinated manner, consistent with the approved PC-I, applicable engineering standards, statutory requirements and the Client’s functional requirements.

The specific objectives of the consultancy shall include:

- Establishing reliable site information through data collection, surveys, investigations and assessment of existing conditions.
- Developing a functional, economical and integrated master plan incorporating all residential, community, commercial and infrastructure facilities.
- Preparing coordinated architectural and engineering designs in accordance with applicable codes, standards and good engineering practices.
- Preparing complete technical documentation, Bills of Quantities (BOQs), Engineer’s Estimates and other documents necessary for procurement and construction.
- Assisting the Client in the procurement of construction works in accordance with applicable procurement rules and procedures.
- Providing professional construction supervision to ensure that the Works are executed in accordance with the approved drawings, specifications, construction contracts and required quality standards.

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A-3 SCOPE OF CONSULTANCY SERVICES

A-3.1 General

The Consultant shall provide the professional services necessary for planning, design, documentation, procurement assistance and construction supervision of the Project.

The consultancy services shall be undertaken in the following phases and stages:

Phase-I: Planning, Design and Tendering
Stage 1: Data Collection, Surveys and Investigations
Stage 2: Conceptual Master Plan and Preliminary Design
Stage 3: Detailed Architectural and Engineering Designs
Stage 4: Documents and Estimates
Stage 5: Tender Documents and Procurement Assistance

Phase-II: Construction Supervision
Stage 1: Detailed Construction Supervision

A-3.2 Phase-I: Planning, Design and Tendering

Stage 1: Data Collection, Surveys and Investigations

The Consultant shall collect, review and evaluate the available project information and undertake the necessary surveys and investigations to establish reliable baseline information for planning and design.

The scope of services shall include:

(a) Review of Project Documents

Review the approved PC-I, project scope, proposed facilities, estimated costs, site information, available drawings and other relevant documents provided by the Client. Identify the project requirements, design parameters, constraints and information gaps requiring further investigation or clarification.

(b) Site Reconnaissance and Assessment

Undertake site visits to assess the existing physical conditions, topography, accessibility, surrounding development, natural drainage patterns, existing infrastructure, utility connections and other site-specific conditions affecting planning and design.

(c) Topographic Survey

Conduct a detailed topographic survey of the Project site, including:

- Establishment of survey control points and benchmarks.
- Identification of site boundaries and existing physical features.
- Measurement of ground levels, contours and natural drainage paths.
- Identification of existing roads, structures, utilities and other relevant features.

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- Preparation of topographic survey plans and digital terrain information required for planning and engineering design.

The Client shall provide authenticated land ownership, boundary and revenue records. Legal boundary demarcation by the competent revenue authority shall remain the Client's responsibility unless expressly included in the Consultant's scope.

(d) Hydrological and Drainage Studies

Undertake hydrological and surface drainage assessments relevant to the Project site, including:

- Assessment of rainfall characteristics and available hydrological information.
- Identification of natural drainage channels, catchment areas and surface runoff patterns.
- Assessment of potential flooding, stormwater accumulation and drainage constraints.
- Establishment of preliminary design parameters for stormwater drainage and site grading.
- Identification of necessary flood protection and drainage measures.

(e) Geotechnical Investigations

Undertake geotechnical investigations appropriate to the proposed buildings and infrastructure, including:

- Planning and execution of boreholes, trial pits and field investigations as required.
- Collection and laboratory testing of soil samples.
- Assessment of soil strata, bearing capacity and groundwater conditions.
- Evaluation of foundation requirements and relevant geotechnical design parameters.
- Recommendations for foundation systems, excavation, backfilling and ground improvement, where necessary.

The extent and number of investigations shall be established considering the Project components, site conditions and applicable engineering standards.

(f) Existing Infrastructure and Utilities Assessment

Identify and assess the availability and capacity of existing access roads, water supply, electricity, sewerage, drainage and other utilities relevant to the Project. Obtain available technical information from the Client and concerned service providers and identify any additional infrastructure requirements.

(g) Inception and Data Collection Report

Prepare and submit an Inception and Data Collection Report incorporating the findings of the document review, site reconnaissance, surveys and investigations, identified constraints, preliminary design considerations and the proposed methodology and programme for subsequent stages.

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Stage 2: Conceptual Master Plan and Preliminary Design

The Consultant shall prepare a comprehensive conceptual master plan and preliminary architectural and engineering designs based on the approved PC-I, Client's requirements and findings of Stage 1.

The scope of services shall include:

(a) Planning and Space Requirements

Review and establish the planning and functional requirements of all Project components, including residential labour quarters, masjid, community centre, shopping centre, infrastructure and external development works.

(b) Conceptual Master Planning

Prepare a conceptual master plan incorporating:

- Land-use distribution and functional zoning.
- Location and arrangement of residential quarters and community facilities.
- Internal roads, access points and pedestrian circulation.
- Parking and service access arrangements.
- Open spaces, landscaping and horticulture.
- Water supply, sewerage, drainage and other infrastructure corridors.
- Boundary walls, entrance gates and security arrangements.
- Site grading and preliminary development levels.

The master plan shall consider efficient land utilization, accessibility, safety, environmental conditions, construction economy and future operational requirements.

(c) Preliminary Architectural Design

Prepare preliminary architectural designs for the proposed buildings, including:

- Functional space planning and accommodation layouts.
- Preliminary floor plans, elevations and sections.
- Building orientation and environmental considerations.
- Circulation, accessibility and fire-safety provisions.
- Preliminary architectural finishes and construction systems.

(d) Preliminary Engineering Design

Develop preliminary engineering concepts covering:

- Structural systems and foundation arrangements.
- Water supply, storage and distribution.
- Sewerage, sanitation and septic tank systems.
- Stormwater drainage.
- Electrical power distribution and lighting.
- Plumbing and other building services.
- Internal roads, paving and external development works.

(e) Evaluation and Finalization of Concept

Review the proposed conceptual arrangements with the Client, evaluate reasonable design alternatives where necessary and incorporate the Client's comments.

Submit the conceptual master plan and preliminary designs for the Client's review and approval before proceeding to detailed design.

Stage 3: Detailed Architectural and Engineering Designs

Following approval of the conceptual master plan and preliminary designs, the Consultant shall undertake detailed architectural and engineering designs for all Project components.

The scope shall include the following disciplines:

(a) Detailed Architectural Design

Prepare complete architectural designs for residential labour quarters, masjid, community centre, shopping centre and other buildings identified in the approved PC-I, including:

- Detailed floor plans, elevations and sections.
- Building dimensions, levels and space layouts.
- Door and window schedules.
- Staircases, ramps and accessibility provisions.
- Roof plans, waterproofing and drainage details.
- Internal and external finishes.
- Architectural construction details.
- Coordination of architectural requirements with structural and building-services designs.

(b) Structural Engineering Design

Undertake structural analysis and design of all proposed buildings and relevant civil structures, including:

- Selection and design of appropriate foundation systems.
- Structural analysis and design of reinforced concrete, masonry, steel or other applicable structural systems.
- Design of slabs, beams, columns, walls, foundations and staircases.
- Design of retaining walls, water tanks, septic tanks and other structural components, where applicable.
- Preparation of structural drawings, reinforcement details and schedules.
- Preparation of structural design calculations and relevant technical documentation.

Structural design shall consider the applicable seismic requirements, geotechnical recommendations, design loads and relevant codes and standards.

(c) Water Supply and Plumbing Design

Prepare detailed designs for:

- Water demand assessment.
- Water source and connection arrangements.
- Underground and overhead water storage facilities.

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- Water distribution networks.
- Pumps and associated mechanical equipment.
- Internal plumbing and sanitary installations.
- Water supply pipelines, valves, fittings and appurtenances.

(d) Sewerage and Sanitation Design

Prepare detailed designs for:

- Sewerage collection and conveyance networks.
- Manholes and inspection chambers.
- Septic tanks and associated treatment or disposal arrangements.
- Wastewater disposal systems, subject to site conditions and applicable requirements.
- Internal sanitary drainage and plumbing systems.

(e) Stormwater Drainage Design

Prepare detailed stormwater drainage designs based on the hydrological assessment, including surface grading, runoff collection, drainage channels, culverts, outfalls and other drainage structures as required.

(f) Electrical Engineering Design

Prepare detailed electrical designs for the proposed buildings and external development works, including:

- Assessment of electrical loads and power requirements.
- Internal electrical distribution systems.
- Lighting and power layouts.
- Main and sub-distribution boards.
- Earthing and electrical protection systems.
- External and street lighting.
- Electrical cable routes and distribution networks.
- Backup power arrangements, where included in the approved scope.

(g) Mechanical and Building Services Design

Prepare relevant mechanical and building-services designs, including ventilation, exhaust systems, pumps, firefighting and other services required for the proposed facilities in accordance with the approved Project requirements.

(h) Roads and External Development Design

Prepare detailed engineering designs for:

- Internal roads and access arrangements.
- Road geometry, profiles and cross-sections.
- Pavement structures.
- Parking areas and pedestrian pathways.
- External paving and hard landscaping.
- Boundary walls, gates and entrance structures.
- Site grading and earthworks.
- Landscaping and horticulture infrastructure.

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(i) Design Coordination and Review

Coordinate all architectural and engineering disciplines to ensure consistency of dimensions, levels, structural arrangements, utility routes and construction details.

Review the designs for technical completeness, constructability, economy, safety and compliance with the approved scope and applicable standards.

Stage 4: Documents and Estimates

The Consultant shall prepare the complete technical documentation and cost estimates required for approval, procurement and execution of the Project.

The scope of services shall include:

(a) Construction Drawings

Prepare coordinated and fully detailed architectural, structural, electrical, plumbing, mechanical and infrastructure drawings suitable for construction.

(b) Technical Specifications

Prepare comprehensive technical specifications for all major materials, equipment, construction activities, workmanship, testing and quality requirements.

(c) Bills of Quantities

Prepare itemized Bills of Quantities for the proposed buildings, infrastructure and external development works based on the approved detailed designs.

(d) Engineer's Estimates

Prepare detailed Engineer's Estimates using applicable government schedules of rates, prevailing market rates and appropriate rate analyses for non-scheduled items.

The estimates shall include relevant quantities, unit rates, cost summaries and supporting calculations.

(e) Project Cost Review

Review the estimated project cost against the approved PC-I provisions and identify any significant deviations, cost implications or necessary scope adjustments for consideration by the Client.

(f) PC-I Revision and Approval Documentation

Where required by the Client, prepare technical inputs, revised cost estimates and supporting documentation for updating or revising the PC-I and obtaining relevant project approvals.

(g) Final Design Documentation

Incorporate the Client's comments and finalize the complete design documentation, specifications, quantities and estimates for subsequent procurement.

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Stage 5: Tender Documents and Procurement Assistance

The Consultant shall prepare bidding documents and provide professional assistance to the Client during procurement of construction works.

The scope of services shall include:

(a) Procurement Planning

Review the proposed construction scope and advise the Client on appropriate work packages, contract arrangements, procurement methods and implementation considerations.

(b) Preparation of Bidding Documents

Prepare complete bidding documents in accordance with the applicable procurement rules and approved procurement method, including:

- Instructions to Bidders and Bid Data Sheet.
- Qualification and evaluation criteria.
- Conditions of Contract and Particular Conditions.
- Technical specifications.
- Bills of Quantities.
- Construction drawings.
- Forms, schedules and other relevant contract documents.

(c) Prequalification Assistance

Where prequalification is required, prepare prequalification documents, establish technical qualification criteria and assist the Client in evaluation of applications and preparation of the prequalification evaluation report.

(d) Tender Clarifications and Pre-Bid Meetings

Assist the Client in conducting pre-bid meetings, responding to technical queries, preparing clarifications and issuing addenda where necessary.

(e) Bid Evaluation Assistance

Assist the Client in examination and evaluation of bids in accordance with the approved evaluation criteria and applicable procurement rules.

Prepare technical evaluation inputs, review arithmetic and commercial aspects within the assigned scope, and assist in preparation of bid evaluation reports and recommendations for award.

(f) Contract Finalization

Assist the Client in finalizing construction contract documents, incorporating approved clarifications and amendments, and preparing the final set of construction documents for execution.

The final decision regarding bidder qualification, bid acceptance and award of contract shall remain with the Client and its duly authorized procurement authorities.

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A-3.3 Phase-II: Construction Supervision

Stage 1: Detailed Construction Supervision

The Consultant shall provide professional construction supervision services during execution of the Project to monitor and administer the construction works in accordance with the approved drawings, specifications, construction contracts and applicable standards.

The scope of services shall include:

(a) Mobilization and Construction Planning

- Mobilize the approved supervision personnel in accordance with the Contract.
- Review the Contractor's construction programme, methodology and mobilization arrangements.
- Review proposed construction sequences and resource deployment.
- Establish supervision, reporting, inspection and quality-control procedures.
- Review the Contractor's site arrangements and temporary facilities.

(b) Construction Supervision and Inspection

- Supervise construction activities for compliance with approved drawings, specifications and contract requirements.
- Inspect civil, structural, architectural, electrical, plumbing, mechanical and infrastructure works.
- Monitor construction methods, workmanship and materials.
- Identify defective or nonconforming works and require appropriate corrective action in accordance with the construction contract.
- Coordinate technical matters among the Client, Contractor and relevant stakeholders.

(c) Quality Assurance and Quality Control

- Review the Contractor's quality assurance and quality control procedures.
- Review material submissions, samples, manufacturers' information and relevant test certificates.
- Witness and monitor field and laboratory tests as required.
- Inspect completed work before covering or proceeding with subsequent activities.
- Maintain quality-control records and report nonconformities.
- Recommend acceptance or rejection of materials and workmanship in accordance with the construction contract.

(d) Construction Programme and Progress Monitoring

- Review and monitor the Contractor's construction programme.
- Compare actual progress against planned progress.
- Identify delays, critical activities and potential impacts on completion.
- Review proposed recovery measures and revised programmes.
- Submit regular progress reports to the Client.

(e) Measurement and Payment Certification

- Check measurements of completed works.
- Verify quantities against approved drawings and contract provisions.

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- Review interim payment applications submitted by the Contractor.
- Prepare or recommend interim payment certificates in accordance with the authority delegated under the construction contract.
- Maintain records of certified quantities and payments.

(f) Contract Administration

- Assist the Client in administration of the construction contract.
- Review and assess variations, claims and requests for extension of time.
- Examine contractual and technical justifications.
- Prepare recommendations for the Client's consideration.
- Maintain relevant contractual correspondence and records.
- Assist in resolving technical and contractual issues during construction.

(g) Design Clarifications and Coordination

- Provide necessary clarifications regarding the approved designs.
- Review shop drawings, material submittals and construction details.
- Coordinate resolution of design-related issues encountered during execution.
- Prepare minor design adjustments necessary for implementation, within the approved scope and contractual authority.
- Refer material design changes, major variations or additional services to the Client for prior approval.

(h) Health, Safety and Environmental Monitoring

- Review the Contractor's site health, safety and environmental arrangements.
- Monitor compliance with applicable contractual HSE requirements.
- Identify unsafe practices and report deficiencies.
- Recommend necessary corrective measures.
- Monitor site housekeeping, waste disposal and environmental protection measures.

The Contractor shall remain responsible for construction methods, site safety, temporary works and compliance with applicable statutory and contractual obligations.

(i) Testing and Commissioning

- Witness and monitor relevant tests of civil works, building services and infrastructure installations.
- Review testing and commissioning procedures.
- Verify the completion of required tests and inspections.
- Identify deficiencies requiring correction before acceptance.

(j) Completion and Handover

- Conduct inspections of completed works.
- Prepare lists of defects, deficiencies and incomplete items.
- Verify rectification of identified deficiencies.
- Review the Contractor's as-built drawings and completion documentation.
- Assist the Client in taking over and handing over the completed facilities.
- Review final measurements, final account submissions and other relevant completion documents.
- Prepare the construction completion report and technical inputs for PC-IV, where required.

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The Consultant shall perform the foregoing services within the authority delegated under the consultancy and construction contracts. Approval of variations, additional expenditure, extensions of time, contractual claims and final payments shall remain subject to the provisions of the respective contracts and the Client's approval requirements.

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Appendix B

KEY PERSONNEL AND SUB-CONSULTANTS

C-1 Key Personnel

Following staff is subject to change by the Client if deemed necessary. Consultants shall have to submit an original affidavit declaring that their proposed staff shall be exclusively available for the project.

Sr. No.	Title	Broader Job Description	Minimum Qualifications	Estimated Period of Engagement
1	Project Manager	▪ Overall Project, Contract and Risk Management to ensure completion of project within time and budget. ▪ Prompt actions to avoid any anticipated delays. ▪ Management of team and allocation of team members to their assignments. ▪ Planning and tracking the project. ▪ Contract Administration. ▪ Internal and External coordination. ▪ Meeting and briefing to Director (Works). ▪ Any other relevant assignment.	B.Sc. Civil Engineering	12 Months
2	Town Planner	▪ Master planning. ▪ Preparation of preliminary, detailed and working Master Plan, Infrastructure drawings and 3D models. ▪ Coordination for approval from relevant authority(ies). ▪ Material selection, preparation of specifications, BOQs and cost estimates. ▪ Occasional sites visit to supervise the work. ▪ Any other relevant assignment.	B. City & Regional Planning/Town Planning	06 Months

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3	Architect	▪ Preparation of preliminary, detailed and working Architect design and drawings of buildings etc. ▪ Coordination for approval from relevant Authority(ies). ▪ Coordination for vetting of Design. ▪ Frequent sites visit to supervise the work. ▪ Any other relevant assignment.	B.Sc. Architect	24 Months
4	Structural Engineer	▪ Preparation of preliminary, detailed and working structural design and drawings of buildings, retaining structures, culverts etc. ▪ Coordination for approval from relevant Authority(ies). ▪ Preparation of specifications, BOQs and cost estimates. ▪ Coordination for vetting of Design. ▪ Frequent sites visit to supervise the work. ▪ Any other relevant assignment.	B.Sc. Civil Engineering + M.Sc. Structural Engineering	12 Months
5	Contracts Expert	▪ Contract Administration. ▪ Preparation of prequalification documents. ▪ Preparation of bidding documents. ▪ Preparation of evaluation reports. ▪ Interpretation of conditions of contract. ▪ Dealing with contractors' claims. ▪ Preparation of counter claims. ▪ Preparation of replies to audit paras and settlement thereof. ▪ Any other relevant assignment.	B.Sc. Civil Engineering	12 Months
6	Resident Engineer	▪ Active overall site supervision. ▪ To ensure compliance of works with design, drawings and specifications. ▪ To ensure compliance of Work Schedule. ▪ Scrutiny and verification of IPCs. ▪ Risk management. ▪ Preparation of estimates, analysis of rates, reports etc. ▪ Meeting and briefing to Director (Works/P&M). ▪ Any other relevant assignment.	B.Sc. Civil Engineering	24 Months

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7	Quantity Surveyor	▪ Rough and Detailed Cost Estimation. ▪ Preparation of Analysis of Rates. ▪ Preparation of Take-off Sheets. ▪ Scrutiny of IPCs, Claims and other similar expenditures. ▪ Any other relevant assignment.	DAE (Civil)	24 Months
8	Site Inspector	▪ Full time supervision of electrical works specially during fixing of steel. ▪ Preparation of progress reports ▪ Reporting/briefing to seniors. ▪ Keeping track of day-to-day activities. ▪ Updating seniors about any impediments in advance. ▪ Keeping track of Contractor's labour, material and equipment. ▪ Promptly reporting accidents to the seniors. ▪ Ensuring compliance with safety standards of the Contractor's labour. ▪ Maintaining Site Order Book. ▪ Any other relevant assignment.	DAE (Civil)	24 Months
9	Surveyor	▪ Full time for survey related works	DAE (Civil)	24 Months

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Appendix C

Supervision Staff

SR	Designation	Required Man Months
1.	Resident Engineer	24
2.	Site Inspector	24
3.	Quantity Surveyor	24
4.	Surveyor	24

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Appendix D

BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

NOT USED

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Appendix E

BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Shall be discussed and finalized between the Client and the Consultant on the basis of submitted proposals and/or negotiations.

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Appendix F

SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

The Construction Contractor shall provide, operate and maintain the following facilities for the exclusive use of the Consultants:

a) Laboratory and Testing Equipment
b) Site office
c) Site Transport
d) Survey Equipment

It shall be the responsibility of consultant to include such provisions as are necessary in this regard in the Bidding Documents and subsequently in the Construction Agreement.

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Appendix G

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS. 100.00 MILLION OR MORE**

Contract No._____ Dated _____
Contract Value: _____
Contract Title: **ESTABLISHMENT OF 200 HOUSES AT LABOUR COLONY AT SUI DERA BUGTI FOR WORKERS' WELFARE BOARD BALOCHISTAN**

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

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

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

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

Notwithstanding any rights and remedies exercised by GOP in this regard, [name of Supplier] agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten 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.

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Name of Buyer: Name of Seller/Supplier:

Workers Welfare Fund, Quetta.

Signature: …….. Signature: ……..

[Seal] [Seal]

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