



## PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PIDC)



### PROCUREMENT OF ENGINEERING CONSULTANCY SERVICES FOR DEVELOPMENT OF DATES STORAGE, PROCESSING & PACKAGING PLANT IN TURBAT

Pakistan Industrial Development Corporation (PIDC), a government-owned company under the administrative control of Federal Ministry of Industries & Production, intends to procure services of Engineering Consultancy firm (PEC registered) for accomplishing a project titled "Development of dates storage, processing & packaging plant in **Turbat**" on 20 acres land (approx.). Firm should be registered with Pakistan Engineering Council bearing relevant codes, should be an active tax payer and should have adequate experience in carrying out projects of similar nature.

The firms are invited to submit their Technical & Financial proposal in two separate sealed envelopes contained in one sealed envelope as per Public Procurement Regulatory Authority (PPRA-Pakistan) rules under single stage two envelope procedure. Quality & Cost based selection will be applicable.

Detailed TORs are available in RFP documents.

Firm(s) should submit the documentary proof of the following with their proposals (signed and stamped) with covering letter by the authorized person;

- Company profile with Name, Address, Legal status (i.e., Proprietorship, Partnership, Limited Company, etc.).
- The Consultancy firm should have the required Pakistan Engineering Council (PEC) Registration Certificate for the year 2022 bearing all the relevant profile codes.
- Copies of an active Tax payer with FBR and BRA, along with NTN registration certificate.
- Affidavit be submitted on stamp paper for Consultant's firm not Blacklisted nor in litigation on any Project or by any organization
- Audit Report for last 3 financial years.
- Firm should be registered with registration authority since last 10 years (years of experience).
- Provide completion certificate of detailed designing and construction supervision of atleast two (02) industrial construction projects.
- Provide completion/ performance certificate of any type of construction project completed/ on-going in same province.

The applicants may download the RFP documents from PPRA ([www.ppra.org.pk](http://www.ppra.org.pk)) and/or PIDC ([www.pidc.com.pk](http://www.pidc.com.pk)) websites or can also obtain a copy from the address given below.

In order to clarify the bidder's queries for the captioned work, a pre-Bid meeting has been scheduled on **21<sup>st</sup> March, 2022** at the below mentioned address at **10:30 am PKT**.

All bids must be accompanied by a Bid Security of an amount not less than **Rs. 200,000** (Two Hundred Thousand) in shape of Bank draft/ Pay Order in the name of Pakistan Industrial Development Corporation.

Last date for submission of proposals is **29<sup>th</sup> March, 2022** on or before **11 am PKT** which will be opened on the same date at **1130 am**. Envelope containing proposal shall be clearly marked with the name of the company and title of the project. The technical proposal should contain one original and one true copy.

PIDC reserves the right to accept or reject any or all applications as per PPRA rules. Applications submitted or received after the closing time shall be rejected. Interested parties should submit their proposals to below address.

**Manager Research & Evaluation**  
PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION (PIDC)  
Address: 2nd Floor, PIDC House, Dr. Ziauddin Road, Karachi, Pakistan  
Telephone: 021 99202340, Web: <https://pidc.com.pk/>



**PAKISTAN INDUSTRIAL DEVELOPMENT CORPORATION  
(PIDC)**



# **REQUEST FOR PROPOSAL**

**PL/PRO/1/(534)**

From  
Consultancy Firms

For

**“DEVELOPMENT OF DATES STORAGE, PROCESSING &  
PACKAGING PLANT IN TURBAT”**

**Manager (R&E)**

**Pakistan Industrial Development Corporation (PIDC)**

Ministry of industries & Production, Govt of Pakistan

Address: 2nd Floor, PIDC House, Dr. Ziauddin Road, Karachi, Pakistan

[zeeshan.khan@pidc.com.pk](mailto:zeeshan.khan@pidc.com.pk)

Telephone: +92 21 35685041-9, +92 21 38266666-69, Ext: 330

Web: [www.pidc.com.pk](http://www.pidc.com.pk)

**March 2022**

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**SECTION 1**

**LETTER OF INVITATION**

# Letter of Invitation

**Subject: - LETTER OF INVITATION**

Pakistan Industrial Development Corporation (PIDC), a government-owned company under the administrative control of Federal Ministry of Industries & Production, intends to procure services of Engineering Consultancy firm for accomplishing a project of “Development of dates storage, processing & packaging plant in Turbat”. Firm should be registered with Pakistan Engineering Council bearing relevant codes, should be an active tax payer and should have adequate experience in carrying out projects of similar nature.

The firms are invited to submit their Technical & Financial proposal in two separate sealed envelopes contained in one sealed envelope as per Public Procurement Regulatory Authority (PPRA-Pakistan) rules under single stage two envelope procedure.

All bids must be accompanied by a Bid Security of an amount not less than **Rs. 200,000** (Two Hundred Thousand) in shape of Bank draft/ Pay Order in the name of Pakistan Industrial Development Corporation (PIDC)”. .

Details of the services have been provided in the Terms of References (ToRs). The major points to be noted are as under:

1. The Consultancy firm will be selected under Quality & Cost Based Method and Procedures described in this document in accordance with the PPRA Rules.

This document includes the following additional information:

- Section 2 - Instructions to Bidders / Consulting Firm
- Section 3 - Evaluation Criteria
- Section 4 - Technical Proposal - Standard Forms
- Section 5 - Financial Proposal - Standard Forms
- Section 6 - Terms of References (TORs)
- Section 7 - Proposed Contract Format

2. It is desirable for all proposals to be prepared using the Standard Forms available in the document.
3. The consultancy firm may have to present their methodology, work plan and timeline to carry out the exercise after the submission of proposal. The bidders should remain ready in this regard.
4. Provide National Tax Number/ Sales Tax registration no. and certificate with the proposal.
5. Provide an undertaking that Firm has not been black listed by any Government Organization(s)/nor they are in litigation process with any Organization.

6. Bid security of unsuccessful bidders will be returned after signing of contract with successful bidder(s) or within **28 days** after bid validity period which is **120 days**.
7. The bidders shall submit sign and stamp RFP documents which imply that Bidder have carefully read the documents and abide by all the points mentioned in the RFP document.
8. The bidders shall initial and stamp all pages of the original Technical and Financial Proposals. Proposals submitted without signed and stamp will may be rejected.
9. Selection will be based on Quality and Cost (QCBS). Technical weightage of the proposal will be **70%** and financial weightage will be **30%** and criteria for technical and financial evaluation is given in the relevant section.
10. In order to clarify bidder queries, pre-bid meeting will be conducted on **21<sup>st</sup> March 2022** at below mentioned address at **10:30 am**.
11. Last date for the submission of proposals is **March 29<sup>th</sup>, 2022** up to **11:00 Hrs** (Pakistan Standard Time). Tenders will be opened on the same date at **11:30 Hrs**. in the presence of bidders or their authorized representatives who wish to attend at below stated address.

**Manager (R&E)**

**Pakistan Industrial Development Corporation (PIDC)**

Ministry of industries & Production, Govt of Pakistan

Address: 2nd Floor, PIDC House, Dr. Ziauddin Road, Karachi, Pakistan

[zeeshan.khan@pidc.com.pk](mailto:zeeshan.khan@pidc.com.pk)

Telephone: +92 21 35685041-9, +92 21 38266666-69, Ext: 330

Web: [www.pidc.com.pk](http://www.pidc.com.pk)

## **SECTION 2**

### **INSTRUCTIONS TO BIDDERS / CONSULTING FIRMS**

# Instructions to Bidders

## 1. Definitions

- 1.1. "Agreement" means the Agreement signed by the Parties and all the attached documents.
- 1.2. "Client" or "Contracting authority" or "employer" or Procuring Agency means the organization with which the selected Consulting firm signs the Agreement for the Services.
- 1.3. "Consultant/Bidder" means "Engineering Consultancy Firm" that may provide or provides the Services to the Client under the Agreement.
- 1.4. "Data Sheet" means such part of the Instructions to bidders used to reflect specific conditions.
- 1.5. "Day" means calendar day.
- 1.6. QCBS" means Quality and Cost Based Selection
- 1.7. "LOI" means the Letter of Invitation included in the RFP as **Section 1** being sent by the Client to the Firm/Individual Consultant.
- 1.8. RFP" means Request for Proposal"
- 1.9. "Personnel" means professionals and support staff provided by the Firm/Individual Consultant or by any Sub-Consultant Firm/Individual and assigned to perform the Services or any part thereof;
- 1.10. "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- 1.11. "Proposal" means the Technical Proposal and the Financial Proposal.
- 1.12. "Services" means the work to be performed by the Engineering Consultancy Firm pursuant to the Agreement.
- 1.13. "Terms of Reference" (TOR) means the document included in the RFP as **Section 6** which explains the objectives, scope of work, activities, tasks, expected results and deliverables of the assignment to be performed by the Engineering Consultancy Firm.
- 1.14. "JV "means Joint venture in which two or more firms enters a temporary partnership.
- 1.15. "Contractor" means the firm who will be responsible for all civil and allied works, alongwith supply, installation, commissioning & testing of equipment and machinery for plant.

## 2. Introduction

- 2.1. The Consultancy firms are invited to submit Technical and Financial Proposals.
- 2.2. Consultancy firms need to submit sealed Technical and Financial proposals alongwith bid security of an amount not less than Rs. 200,000 (two hundred thousand) in shape of bank draft/ pay order in favor of "Pakistan Industrial Development Corporation (PIDC).
- 2.3. Consultancy firm can submit their queries in writing within **7 days** of advertisement. All queries and answers will be discussed in the pre-bid meeting.
- 2.4. Consultants should familiarize themselves with assignment conditions and take them into



account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to submit their questions in writing to the Client before submitting proposal(s) and to attend a pre-bid meeting. Only written queries will be answered and the questions along with Client's response will be shared with all prospective bidders.

2.5. Consultants shall bear all costs associated with the preparation and submission of their proposals. The Client is not liable to pay any cost associated with the preparation of the proposal. The Client reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultants.

2.6. The Client will provide assistance to consultants where required.

### **Conflict of Interest**

2.7. Consultants are required to provide professional, objective and impartial advice; and at all times hold the Client's interest's paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

2.8. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their client 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 Agreement.

### **Fraud and Corruption**

2.12. Client requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of the agreement. Failing may result in disqualification.

- a) "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the selection process or in agreement execution;
- b) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of an agreement;
- c) "Collusive practices" means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
- d) "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of an agreement.
- e) Client will have the right to inspect consultants' documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Client.

### **Proposal Validity**

2.13. The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals.

### **3. Clarification and Amendment of RFP Documents**

3.1 The Consultants may request for a clarification of contents of the bidding document in writing, and Procuring Agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of Proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so.

3.2 At any time before the submission of Proposals, the procuring agency may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

### **4. Preparation of Proposals**

4.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language(s) specified in the Data Sheet.

4.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

4.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

a) Any associations must be clearly indicated in the technical proposal. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

#### **Technical Proposal Format and Content**

4.4 The Technical Proposal shall provide the information indicated in the following **paras from (a) to (d)** using the attached **Standard Forms (Section 4)**.

a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants (each partner in case of joint venture) on assignments of a similar nature is required in Form **TECH-2 of Section 4**. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, agreement amount, and Consultant's involvement. Information should

- be provided only for those assignments for which the Consultant was legally engaged by the Client as a firm/individual or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultancy firm, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so, requested by the Client.
- b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client **(Form TECH-3 of Section 4)**.
  - c) A description of the approach, methodology, work plan and timeline for performing the assignment covering the following subjects: technical approach and methodology, work plan, timeline and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form **TECH-4 of Section 4**.
  - d) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.
  - e) Consultant will fully understand that the proposed sectoral staff cannot be changed without any concrete reason under intimation to the client and necessary approval after sharing at least three profiles of proposed consultant. The client will fully review the profile of new consultants and may accept or reject to allow to carry out the assignments to the next level.
- 4.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non-responsive.

#### **Financial Proposals**

- 4.6 The Financial Proposal shall be prepared using the attached Standard Forms **(Section 5)**

#### **Taxes**

- 4.7 The Consultant may be subject to local taxes (such as: value added or sales tax or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. The Consultant/Bidder will quote its prices including all such deductible taxes.
- 4.8 Consultants should express the price of their services in Pakistan Rupees only.

### **5. Submission, Receipt, and Opening of Proposals**

- 5.1 The original proposal (Technical Proposal and Financial Proposal) shall contain no overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections.
- 5.2 An authorized representative of the Consultancy Firm shall initial and stamp all pages of

- the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL". Proposals without initials and company stamp will be rejected
- 5.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 5.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Category, clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 5.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 5.6 The Client shall open the Technical Proposal after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

## **6. Proposal Evaluation**

- 6.1 From the time the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

### **Evaluation of Technical Proposals**

- 6.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical

score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

### **Financial Proposals**

- 6.3 Following the ranking of technical Proposals, financial proposals of only technically qualified Consultants Firms will be opened in the presence of bidders. All the technically qualified bidders will be intimated accordingly regarding opening of their financial proposals.

### **Public Opening and Evaluation of Financial Proposals**

- 6.4 After the technical evaluation is completed, the Client shall inform only the Consultants who have qualified by scoring the minimum technical scores required to be eligible. Those Consultants whose Proposals did not meet the minimum qualifying marks or were considered non-responsive to the RFP and TOR; their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location for opening the Financial Proposals. Consultants' presence at the opening of Financial Proposals is optional.
- 6.5 Financial Proposals of technically qualified consultants shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The Financial Proposal of the Consultants who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 6.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 6.7 In case of QCBS, the lowest evaluated Financial Proposal (F) will be given the maximum financial score (Fs). The Financial scores (Fs) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical scores (Ts) and financial scores (Fs) indicated in the Data Sheet. The consultants achieving the highest combined technical and financial score in a category will be invited for contract signing.

## **7. Placement of Consultant Staff**

- 7.1 The Client is not bound to provide space to the consultant and any option may be considered by the Client solely at his own discretion which is not challengeable.

## **8. Award of Agreement**

- 8.1 The Client shall award the Agreement(s) to the selected Consultant(s) and publish details on the website of the PPRA and promptly notify Consultants. After Agreement signature, the Client shall return the bid security and unopened Financial Proposals (if any) to the unsuccessful Consultants.
- 8.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

## **9. Confidentiality**

- 9.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the announcement of results and the award of Agreement. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Consultant Selection Guidelines relating to fraud and corruption.

## **10. International Travel**

- 10.1 If the Consultants require to travel abroad for research purpose, then all such expenses (travelling, boarding & lodging etc.) will be the responsibility of consultant which will be included in the total bid price quoted by consultant.

## **11. Return of Bid Security**

- 11.1 The bid security submitted by the bidder will be forfeited if the bidder withdraws its bid or do not enter into signing of contract as per the committed terms & conditions or if a bidder does not accept the correction of his Bid Price. The same may also lead to blacklisting. The Bid security of bidders will be returned after **one month** of bid validity period.

## **12 Notification of Award**

- 12.1 Prior to expiration of the period of bid validity prescribed by the Client, it will notify the successful Consultant(s) in writing ("Letter of Acceptance") that its bid has been accepted. The same shall lead to the formal Agreement(s) between the Client and the successful Consultant(s).

## INSTRUCTIONS TO CONSULTANTS

### DATA SHEET

Paragraph Reference	Particulars
1	<b>Reference no. PL/PRO/1(534)</b>
2	Name of the assignment is <b>“DEVELOPMENT OF DATES STORAGE, PROCESSING &amp; PACKAGING PLANT IN TURBAT”</b>
3	<b>Contact information and Communication:</b> The contact detail for all correspondence in relation to this bid is as follows:  Name: <b>Zeeshan Khan</b> Designation: Manager (R&E) Email: <a href="mailto:zeeshan.khan@pidc.com.pk">zeeshan.khan@pidc.com.pk</a> Address: 2nd Floor, PIDC House, Dr. Ziauddin Road, Karachi, Pakistan Tel: +92 21 35685041-9, Ext: 330 +92 21 99202340,
4	Method of selection is <b>Quality and Cost Based Selection (QCBS)</b>  Bidder/Consultancy Firm who is blacklisted by any government organization will not be eligible to participate in the bidding/procurement process
5	Financial Proposal and Technical Proposal sealed in separate individual envelopes to be submitted together in one envelope
6	Consultant must submit one Original and one Copy of the Technical Proposal, and the original of the Financial Proposal.
7	A Pre-bid meeting will be held on <b>21<sup>st</sup> March 2022</b> at below mentioned address at <b>10:30 am</b> .

8	Proposals must remain valid for <b>120 days</b> after the submission date.
9	All bidders are required to submit amount of bid security of an amount not less than Rs. 200,000 (two hundred thousand) in shape of bank draft/ pay order in favor of “Pakistan Industrial Development Corporation (PIDC)”
10	The bids will be evaluated in detail on compliance-based method as per Section 4. Bidders must ensure to comply all the fields given in Section 4. If a Bidder is unable to comply in any of the given field, the proposal will may be disqualified for further processing. The financial proposal of only technically compliant bidders will be opened.
11	The Contract “is not” subject to price adjustment. However, any subsequent legislation enacted, changes in the rate of any indirect tax, levy of additional tax or duty during the currency of contract that impacts the contract price would be equally accounted for by both the parties of the contract i.e., in case of increase or decrease in the rates of the said taxes and duties or levy of any new tax or duty, the contract price would be adjusted accordingly.
12	Proposals shall be submitted in <b>English language</b> .
13	Firm should submit detail of similar completed assignments.
14	Consultancy Firm shall initial and stamp all pages of the proposal including Technical and Financial Proposals. Proposals submitted without signed and stamp will be rejected.
15	Bidders are required to sign and stamp each page of Request for Proposal (RFP) document which imply that Bidder have carefully read the documents and abide by all the points mentioned in the RFP document.
16	Payment will only be made upon acceptance of services and as per payment terms mentioned in the TORs
17	The last date & time for submission of technical and financial proposals is <b>March 29<sup>th</sup>, 2022</b> up to <b>11:00 Hrs.</b> (Pakistan Standard Time). The proposals should reach to PIDC Head office, Karachi on or before closing date & time. The proposals will be opened on the same day at <b>11:30 Hrs.</b> in presence of the contesting firms/Individual. <b>Any proposal(s) reaching after due date and time will be rejected.</b>  The consultancy firm may have to present their methodology, work plan and timeline to carry out the exercise after the submission of proposal.
18	Expected date for agreement: <b>Within a maximum of 30 days of announcement of bid results</b>
20	Expected date for commencement of consulting services <b>The consultant shall commence the services within maximum of 15 days after the effective date as stated in special condition of contract or as mutually agreed between the parties.</b>



## **SECTION 3**

### **EVALUATION CRITERIA**

# Evaluation Criteria

Technical and Financial Evaluation will be based on Quality and Cost Based Selection (QCBS).

## I. Mandatory Requirements

- Company profile with Name, Address, Legal status (i.e., Proprietorship, Partnership, Limited Company, etc.).
- The Consultancy firm should have the required Pakistan Engineering Council (PEC) Registration Certificate for the year 2022 bearing all the relevant profile codes.
- Copies of an active Tax payer with FBR and BRA, along with NTN registration certificate.
- Affidavit be submitted on stamp paper for Consultant's firm not Blacklisted nor in litigation on any Project or by any organization
- Audit Report for last 3 financial years.
- Firm should be registered with registration authority since last 10 years (years of experience).
- Provide completion certificate of detailed designing and construction supervision of atleast two (02) industrial construction projects.
- Provide completion/ performance certificate of any type of construction project completed/ on-going in same region.

### **Note:**

- *In case of JV, Consortium or any sort of Partnership; lead firm must meet above requirement.*
- *Firms who will not meet the mandatory requirement, will be disqualified.*

## II. Technical Evaluation

To qualify technical criteria, applicant must score an aggregate 70 marks out of 100.

Evaluation will be based on the Applicant's Regional presence, Relevant Experience, Personnel Capabilities, Financial Soundness and Methodology/timeline.

Sub-consultants experience and resources shall not be taken into account in determining the Applicant's compliance with the qualifying criteria. However, Joint Venture/ Consortium/ Association experience & resources shall be considered. The weightage / Marks for different categories will be followed as per table given below:

S. No.	Category	Weightage / Marks
A	General Experience	8
B	Relevant Experience	47
C	Personnel Capabilities	25
D	Financial Soundness	10
E	Methodology and Timeline	10

The further detailed criteria for each category are described below:

S. No.	Description	Max. Marks
<b>A</b>	<b>Regional Presence / Experience</b> Regional presence/ experience in last 10 years. Provide documentary proof along with pictures <ul style="list-style-type: none"> <li>1 mark for each year of experience in same province - (Max. 5 marks)</li> <li>Additional 1 mark if experience is in same city – (Max. 2 marks)</li> </ul>	<b>7</b>
<b>B</b>	<b>Relevant Experience</b> Assignments of similar nature and complexity completed/ on-going during last 15 years (Provide Completion certificates for completed assignments and performance certificates of on-going assignments)	<b>47</b>
1	Detailed designing of industrial construction project – <i>provide completion certificates for atleast 2 projects (6 marks for each)</i> <ul style="list-style-type: none"> <li>1.5 additional marks if project is in same province</li> </ul>	15
2	Construction supervision of industrial construction project – <i>provide completion certificates for atleast 2 projects (6 marks for each)</i> <ul style="list-style-type: none"> <li>1.5 additional marks if project is in same province</li> </ul>	15
3	Detailed designing and Construction Supervision of infrastructure construction project of worth atleast 400 million PKR on minimum 20 acres land area - <i>provide completion / performance certificate for atleast 2 projects (5 marks for each)</i> <ul style="list-style-type: none"> <li>1 additional mark if project is in same province</li> </ul>	12
4	Successful procurement and supervision of contractor/agent for client for supply, installation, testing and commissioning of machinery for an industrial construction project - <i>provide documentary proof (3 marks)</i> <ul style="list-style-type: none"> <li>2 additional marks if project is in same province</li> </ul>	5

<b>C</b>	<b>Personnel Capabilities</b> The consultant shall submit the CV's and copies of relevant educational certificates of proposed staff, along with their valid registration with national or international registration body	<b>25</b>
1	Team Leader / Project Manager  Min. Bachelors in Civil Engineering with 15 years' experience - (3 Marks) <ul style="list-style-type: none"> <li>• 2 additional marks for Master's in Project Management or any certified Project Management Certification</li> </ul>	5
2	Architect & Town Planner with minimum 12 years' experience - (02 Qualified Staff with 2.5 marks for each) <ul style="list-style-type: none"> <li>• Architect with minimum bachelors in Architecture</li> <li>• Town Planner with minimum bachelors in relevant field</li> </ul>	5
3	Civil Engineers with minimum 12 Years' Experience in plant construction - (02 Qualified Staff with 2.5 marks for each) <ul style="list-style-type: none"> <li>• Structural Engineer</li> <li>• Resident Engineer</li> </ul>	5
4	Miscellaneous Staff - (05 Qualified Staff with minimum 10 years' experience - 2 marks for each) <ul style="list-style-type: none"> <li>• Contract Expert (Min. Bachelors)</li> <li>• Electrical Inspector (Min. DAE Electrical)</li> <li>• Mechanical Inspector (Min. DAE Mechanical)</li> <li>• Quantity Surveyor (Min. DAE Civil)</li> <li>• HSE Officer (Engineer or Certified/ Registered with a recognized Health &amp; Safety Institution/ Authority)</li> </ul>	10
<b>D</b>	<b>Financial Soundness</b> Average Annual Consultancy Turnover <ul style="list-style-type: none"> <li>• 0.05 marks per million PKR</li> </ul> <i>Note: In case of JV / Consortium / Partner: All partners should have average annual turnover of atleast 100 million PKR</i>	<b>10</b>
<b>E</b>	<b>Methodology and Work Plan in accordance with TORs</b> Consultant have to submit their proposed approach, methodology, timeline and work plan in the technical proposal. Consultant's will may also give a presentation on this before the finalization of evaluation of technical proposal submitted by them.  <i>Note: the marks on the methodology and schedule will be given fairly at the sole discretion of client / Procurement committee. The consultants agree that they will have no objection on the client's decision.</i>	<b>10</b>
	<b>Total</b>	<b>100</b>

### III. Financial Evaluation

The formula for determining the financial score is the following:

$$S_f = 100 F_m / F$$

Where:

$S_f$  = Financial score

$F_m$  = is the lowest price

$F$  = The price of the proposal under consideration.

The weights given to the Technical and Financial proposals as per PEC guidelines are as under:

Technical Proposal (T) = 70%

Financial Proposal (P) = 30%

Quality cum cost-based selection (QCBS) will be followed according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights (T- the weight given to the technical proposal, P = the weight given to the financial proposal; and  $T+P = 1$ ).

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

### IV. Ranking of Proposals

- i. Ranking of proposals will be done by applying a weight of 0.70 (or 70 percent) and 0.30 (30 percent) respectively to the technical and financial score of each evaluated qualifying technical and financial proposal and then computing the relevant combined total score for each Consultant.
- ii. The applicant, whose proposal is ranked first, will be invited to negotiate (if require) the terms of the contract to conclude a binding contract agreement. If negotiations prove unsatisfactory, the next ranked applicant will be invited for negotiations, and, so on, to pursue finalization of the contract award.
- iii. The representative(s) conducting negotiations on behalf of the applicants must have written authority to negotiate and finalize the terms of the contract.

## **SECTION 4**

### **TECHNICAL PROPOSAL FORMS**

## Technical Proposal- Standard Forms

- TECH-1      Technical Proposal Submission Form
  
- TECH-2      Consultant's Experience
  - A      Consultant's Background/Profile
  - B      Consultant's Experience of undertaking Similar Assignments
  
- TECH-3      Additional Work/Reporting Proposed ON THE TERMS OF REFERENCE
  
- TECH-4      Description of the Approach, Methodology, Work Plan and Timeline for Performing the Project
  
- TECH-5      Curriculum Vitae (CV) for Proposed Sector Expert

## FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

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[Location, Date]

To: [Name and address of Client]

Dear Sir,

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

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]<sup>2</sup>

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the project not later than the date indicated in **Request for proposal (RFP)** document.

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

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm/Individual Consultant: \_\_\_\_\_

Address: \_\_\_\_\_



## FORM TECH-2 CONSULTANT'S EXPERIENCE

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### **A - Consultant's Background/Profile**

*[Provide here a brief description of the background of your firm for this assignment.]*

1. Firm Background
2. Chief Executive Officer
3. Board of Directors / Partners
4. Departmental Structure of the firm
5. Certifications

## B - Consultant's Experience of undertaking similar type of Assignments

*[Using the format below, provide information on each assignment for which your firm was legally contracted or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Please provide Client's certification and/or evidence of the contract agreement.]*

Assignment name:	
Country:	Location within country:
Name of Client:	Duration of assignment (months):
Start date: (month/year):	Completion date: (month/year):
Total Value of Contract (in PKR):	Value of consultancy services provided by your firm under the agreement (in PKR): -
Name of associated Consultants, if any:	No. of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (Indicate most significant profiles such as Project Manager/Coordinator, Team Leader etc.):	
Description of Project:	
Description of actual services provided by your staff / Consultant within the assignment	
Please attach Certificate by the Client / Employer that the work was successfully completed by the consultant.	
Attach any documentary proof (project completion report/final outcome)	

## FORM TECH-3 ADDITIONAL WORK/REPORTING PROPOSED ON THE TERMS OF REFERENCE

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### On the Terms of Reference

*[Present and justify here any extra information/analysis can be presented by your firm in addition to activities mentioned in the Terms of Reference or you are proposing to improve performance in carrying out the assignment. Such suggestions should be concise and to the point, and incorporated in your Proposal. Client reserves the right to accept or reject it.]*

## FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY, WORK PLAN AND TIMELINE FOR PERFORMING THE ASSIGNMENT

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*[Technical approach and methodology are key components of the Technical Proposal. You are suggested to present your Technical Proposal (inclusive of charts and diagrams) as following:*

Technical Approach and Methodology,

In this you should explain your understanding of the objectives of the project, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach. Please make sure that your approach and methodology comply with the work plan and timeline mentioned below.

### Work Plan:

Total time duration for said project is 15 months

Sr.#	Activity	Deadline	Resources

### Timeline:

Consultant may provide detailed timeline for each deliverable.

## FORM TECH-5 CURRICULUM VITAE (CV) OF PROPOSED EXPERT/CONSULTANT

(Consultant Organization may give multiple CVs of Experts under below format who will be working on the project)

1. **Proposed Position** [*only one candidate shall be nominated for each position*]:
2. **Name of Expert** [*Insert full name*]:
3. **Date of Birth:** [DD/MM/YYYY]
4. **Nationality:**
5. **CNIC No/ Passport no:**
6. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

<b>Degree</b>	<b>Major/Minor</b>	<b>Institution</b>	<b>Passing Year</b>

7. **Membership of Professional Association(s):**
8. **Other Professional Trainings** [*Indicate significant training obtained*]:
9. **Languages** [*For each language indicate proficiency in speaking, reading, and writing*]:
10. **Employment Record** [*Starting with present position, list in reverse order every employment held since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

<b>Employer</b>	<b>Designation</b>	<b>Major Responsibilities</b>	<b>From (MM/YYYY)</b>	<b>To (MM/YYYY)</b>

11. **Work Undertaken** [*Work that Best Illustrates Capability to Handle the Sector Selected. Similar Assignments, Project Name, Location, Duration, Reporting, Final Impact/Out Come.*]

### 12. Certification:

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

[Signature of Expert/Consultant]

Date: Day/Month/Year

[Signature of authorized representative]:

## **SECTION – 5**

# **FINANCIAL PROPOSAL FORMS**

## **FINANCIAL PROPOSAL FORMS**

**FIN-1**      Financial Proposal Submission Form

**FIN-2**      Summary of Cost

**FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM**

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[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of project] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figurer]. **This amount is inclusive of all the applicable taxes and out of pocket expense** (transportation cost, travel cost locally/internationally, meetings with stakeholders to gather information in carrying out the project study etc.).

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

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_



**FORM FIN-2 SUMMARY OF COSTS**

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S. No.	Description	Cost (PKR)
1	Detailed Site Survey, Studies, Engineering Design, Costing, Management Plans & Procurement of Contractor and/or agent	
2	Construction Supervision for 12 months	
	<b>Total</b>	

**Note:**

1. Above quoted Price is inclusive of all the applicable taxes and out of pocket expense (transportation cost, travel cost locally or internationally, meetings with stakeholders, etc.). Firms offering bulk discounts on a project can mention after quoting. Payment terms will remain same as mentioned in ToRs and will not be changed.
2. Detailed breakup of cost should be provided by consultant.

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

## **SECTION – 6**

# **TERMS OF REFERENCE (TOR)**

# TERMS OF REFERENCE (TOR)

## CONSULTANCY SERVICES FOR DEVELOPMENT OF DATES STORAGE, PROCESSING & PACKAGING PLANT IN TURBAT

### 1. Project Title

DEVELOPMENT OF DATES STORAGE, PROCESSING & PACKAGING PLANT IN TURBAT

### 2. Location of the Project

Turbat (Kech), Baluchistan

Coordinates are Latitude: 26.05335, Longitude: 63.06081

The plant is proposed to be established less than 2 km from the Ratodero – Gwader Motorway and main Sabzi Mandi of Turbat city



### 3. Area of the Plant

20 Acres

### 4. Project Duration

Duration of the project is 15 months (3 months for Pre-execution activities and 12 months for Construction) after signing of contract.

### 5. Description of the Project

Baluchistan produces about 43% of the dates grown in Pakistan. There is a wide variety of dates grown here some of which are unique to the region. These dates are mainly consumed domestically, and a small portion is exported. Districts Kech and Panjgur account for almost 90% of the dates

produced in the province. Pakistan is among the top ten exporters of dates in the world. The total value of date exports in 2020 was USD 60.8 million. There are no exporters located in the Makran (Southern Baluchistan) region where post-harvest losses are over 40%.

After conducting the field work and interviewing the stakeholders, the most feasible option was the creation of a date storage, processing and packaging plant to be located near Turbat city in district Kech on land provided free of cost by the Government of Baluchistan. The facility is proposed to have a capacity of processing dates at the rate of 2000 kg / hour with a 1500 mt cold storage with value added machinery for paste and syrup making. This plant will serve as a common facility center for the region's growers and traders.

The facility is expected to uplift the quality and quantity of processed dates being produced, ease farmers in doing business with other supply chain stakeholders and promotion of export from the region. The proposed project will introduce state of the art technology into the dates sector to reduce or eliminate the wastage of dates produced in the region and to maximize profit for local producers. The proposed facility will also be used to carry out further value addition techniques in future such as date paste and syrup.

## **6. Objectives of the Project**

The facility is expected to uplift the quality and quantity of processed dates being produced, ease farmers in doing business with other supply chain stakeholders and promotion of export.

The enhanced objectives of this facility will be as follow;

- To promote the agro food sector by providing storing, processing and packing facility for dates to local growers, agents and other supply chain stakeholders at low cost.
- To support the dates growers in processing and value addition of their products.
- To introduce agro food based common facility centre enabling minimized post-harvest losses of dates.
- To give exposure to growers/agents about latest storage, processing and packing techniques so that they could add value to the products and earn foreign exchange through exports and increase their income.
- The facility will create a demonstration effect on growers and other supply chain holders to go for technology transfer.
- To provide consultancy services regarding value addition and processing to local growers.

## **7. Scope of Work**

The following are expected from the selected consultant for the said project and will be deemed to be inclusive in the quoted rates, in the financial proposal forms:

### **7.1. Detailed Designing, surveys & studies, procurement & costing for a project but not limited to:**

- i. Master Planning of 20 acres land. The expected covered area is less than 5 acres.
- ii. Estimate Project Cost including cost estimates of all deliverables/ construction heads to be

included in execution of such project.

- iii. Conduct detailed site survey including Topography and Soil Investigation.
- iv. Engineering design, drawings, BoQs and costing for all Civil & Electrical works such as office building, Cold storage building, Processing plant building, Boundary wall, 250 KW on Grid Solar PV power system, Shed, Parking area, Roads, Plumbing, main gate, security fencing, Water Supply System, Sewerage System, Underground and Overhead Water Reservoir, Storm Water Drainage system, Street Lighting and electrical Network, telecommunication, Fiber optic Cable, sub-station, fire station including other necessary relevant allied works.
- v. Conduct Environmental Impact Assessment of the whole project as per requirements of the regional authorized body and obtaining “No Objection Certificate”.
- vi. Prepare Project Architectural and Structural drawings, construction drawings and engineering estimates including rates analysis and measurement sheets.
- vii. Prepare tender/bidding drawings, documents, specifications and conditions of contract for procurement (alongwith bid evaluation and recommendation) of Contractor, who will be responsible for execution of all civil and Electrical works, and supply, installation, testing & commissioning of machinery for a said plant project.
- viii. Assist the client in relevant tasks and recommendations (if require) for successful completion of project within time, budget and as per specified scope and objectives.

## **7.2. Management Plans**

- i. Quality and Health / Safety Management Plan.
- ii. Ensure the implementation of Quality and Health / Safety Management Plan.

## **7.3. Construction Supervision**

Services during Construction Phase for Civil works and supply, installation, commissioning & testing works shall include but not be limited to:

- i. Project Management:
  - a. Activity Schedule (Timeline) of all construction activities on Primavera or MS Project.
  - b. Review and inspect Contractor’s work in compliance of Contract Documents on daily basis.
  - c. Comprehensive supervision of project implementation activities carried out by the Contractor to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Documents
  - d. Efficient construction supervision by personnel who are experienced in modern methods of construction supervision and contract management.
  - e. Approve / suggest modifications in the Contractor’s work program, material sources, etc;
  - f. Monitor progress of the Works, identify causes, or potential causes, of any delay and advise the suitable corrective actions in a timely manner;
  - g. Ensure that the construction methods as proposed by the Contractor for carrying out the works are satisfactory, with particular reference to the technical requirements of sound environmental standards, inspection of Contractor’s construction equipment, safety of the works, property, personnel, and general public.

- h. Ensure that working drawings as issued to the Contractor are complete consistent and coherent across the entire project;
  - i. Inspect at regular intervals the Contractor's plant and facilities, for both construction production work and workers accommodation, to ensure that they conform with both the conditions of contract and all government regulations;
  - j. Recommend and monitor correct actions taken by the Contractor needed to fix a work which is not in compliance with the Contract Documents;
  - k. Maintaining Field inspection diaries;
  - l. Record Digital photos of work in progress;
  - m. Field Inspection / Quality assurance / materials testing services / Review and approve test reports submitted by the contractor.
  - n. Check sites / work places in compliance of safety and health standards and notify in case of non-compliance.
  - o. Review and approval of Contractor's survey layouts and levels.
  - p. Inspect installation of electro-mechanical equipment as per the manufacturer guidelines and tender documents.
  - q. Testing, commissioning and energization of equipment, machinery and systems.
  - r. Maintaining all records of inspections and testing.
  - s. Schedule evaluation (actual vs. planned physical & financial progress)
  - t. Cash Flow Details (Expected v/s original)
  - u. Supervising works and ensuring highest quality of performance standards.
  - v. Provide other specialist services relevant to the Project as may be agreed to during negotiations or ordered by the Client Project manager;
  - w. Record management;
  - x. Review and approve Contractor's proposed personnel for positions nominated in the Contract;
  - y. Verification of Interim Payment Certificates submitted by Contractor;
  - z. Review operation and maintenance manual and as built drawings prepared by the contractor.
- ii. Contract Administration:
- a. The services to be provided by the Consultant shall include all duties according to the terms and conditions set in Contract Agreement.
  - b. Conduct and lead Pre-construction conference / meetings to be held between Client and Contractor and preparation of minutes of meeting.
  - c. Coordination in site meetings to be held between representatives of Client and Contractor and preparation of minutes of meeting.
  - d. Review of Contractor's work progress in compliance of complete Contract Document plus work program submitted by Contractors.
  - e. Review of Contractor's submittals in compliance of Contract Documents.
  - f. Review and evaluation of submittals in support of claims and disputes (if any) and forwarding subsequent recommendation to Employer.
  - g. Coordinate with Contractor and Client to conclude claims and disputes.
  - h. Investigation and inspection of site conditions that differ from those described in the Contract Documents.
  - i. Submission of any record or drawings made by consultant during construction.
  - j. Resolve Disputes at all levels (if any).

- k. Prepare Variation order if necessitated due to site conditions and submit the same for approval.
- iii. Defect / Liability period:
- The Consultant shall be responsible for providing services during construction closeout / Defect Liability Period, but not be limited to:
- a. Final inspection and validation of project to determine the completion of works in fulfillment of Contract Documents and rectification of any defect (s) therein;
  - b. Preparation of punch list and inspection of remedial actions;
  - c. Review of operation / maintenance manuals and spare parts lists.
  - d. Review As-built drawings submitted by the Contractor.
  - e. Recommendation to Client as to the release of payments, securities/ insurances and retention to Contractor.
  - f. Review and recommendation / certification of Contractor's Final Bill.
  - g. Finalize the handing over / taking over of site.
  - a. Recommendation to issue Defect Liability Certificate to the contractor.

**Note:** *The Consultant would demobilize the site staff as required by the Employer due to unforeseen condition. However, Re-mobilization of site would be made as per the Employer requirement.*

## **8. Reporting Requirements**

- i. Consultant shall submit monthly progress report and presentation during pre-execution stage.
- ii. Activity Schedule (Timeline) of all construction activities on Primavera or MS Project.
- iii. Consultant(s) may prepare and issue the following reports in execution stage, the format and content for each report is to be acceptable to the client Project Manager;
  - a. Inception Report, to be submitted within 10 days of commencement of services.
  - b. Monthly progress report, to be submitted within 7 days of the end of each month. Monthly reports should include description of project activities illustrated by progress / completion photographs, status of any delays and contractual claims and details of all latest financial projections. The monthly progress report shall include:
    - Description of Background of project including work award details (including letter of award / Detail of securities and insurance).
    - A short overview of work completed during the previous month;
    - A short overview of work to be completed the following month;
    - An updated schedule (based on Contractor's schedule of progress) showing work progress and completion percentage;
    - A list of problems / difficulties; if any; and proposed corrective actions; and
    - A bar graph on MS Project and / or Primavera comparing the monthly invoiced amounts and cumulative billings with the total authorized construction budget.
    - Physical and Financial progress of the project for respective month.
    - Attach photographs for respective month.
  - c. Job/Assignment Completion Report.
  - d. Quality Assurance Manual, detailing all QA/QC procedures, to be submitted within 10 days of commencement of services.

## 9. Submissions

- i. Signed and Stamped 03 sets of copies of all reports, studies, documents, manuals, estimates, evaluations, tests, plans, drawings, etc., as stated in above scope of work and 'Reporting'.
- ii. Submission of editable format of all reports, studies, documents, manuals, estimates, evaluations, tests, plans, drawings, etc., as stated in above scope of work and 'Reporting'.

## 10. Time Period

S. No.	Description of Major Head of Scope	Tentative Dates
1	Contract award to consultant	20 <sup>th</sup> April 2022
2	Completion of planning, designing, drawings and costing of all works including tests, surveys and studies	10 <sup>th</sup> June 2022
3	Completion of tender drawings, tender documents, specifications and conditions of contract for all procurements	20 <sup>th</sup> June 2022
4	Contract award to contractor	20 <sup>th</sup> July 2022
5	Completion of Project	19 <sup>th</sup> July 2023

## 11. Staffing

The minimum staffing requirement for this project shall not be limited to:

- i. Key Personnel for Design or Project Management (As and when required)
  - a. Project Manager - Min. Bachelors in Civil Engineering with 15 years' experience
  - b. Architect - Min. Bachelors in Architect with 12 years' experience
  - c. Town Planner - Min. Bachelors in relevant field with 12 years' experience
  - d. Structural Engineer - Min. Bachelors in Civil Engineering with 12 years' experience
  - e. Contract Engineer - Min. Bachelors in relevant field with 10 years' experience
  - f. Quantity Surveyor - Min. DAE Civil with 10 years' experience
- ii. Key Personnel for Site Office (Required for 12 months but on need basis only. Consultant may suggest, based on ToRs)
  - a. Resident Engineer - Min. Bachelors in Civil Engineering with 12 years' experience
  - b. Civil Inspector - Min. DAE Civil with 10 years' experience
  - c. Electrical Inspector - Min. DAE Electrical with 10 years' experience
  - d. Mechanical Inspector - Min. DAE Mechanical with 10 years' experience
  - e. HSE Office - Engineer or Certified with 10 years' experience
  - f. Surveyor - Min. DAE with 10 years' experience



## 12. Terms of Payment

- i. Payment for **Pre-execution activities** will be based on submission and approval of deliverables. Break-up of Deliverables will be submitted by consultant. Below break-up is just for reference.

S. No.	Upon submission of Deliverables
1	Survey Reports & Studies
2	EIA Studies and getting NoC from SEPA
3	Master Plan
4	Project Review Report
5	Design Report and Design Calculations
6	Engineering Estimates with Measurement Sheets and Rate Analysis of all items of BoQ
7	Tender Documents including Tender Notice, Specifications, drawings and BoQ, etc.
8	Bid Evaluation Report and Recommendation
9	Construction Drawings

- ii. The mode of payment for construction supervision shall be carried out as per following equation based on phase-wise quotation of financial bid:

$$\frac{\text{Amount of IPC Construction Contract} \times \text{Consultant Bid price for Construction supervision}}{\text{Total amount of Construction contract(s)}}$$

The Consultant should prepare an estimate of the total scope of work. In the case of more than one construction contract, the remuneration for Construction Supervision, for each contract, will be split out according to the ratio of that construction contract to the total estimate of all construction contracts.

No payment will be made to the Consultant(s) upon Mobilization Advance given to the Contractor (if any). The Consultant shall submit the invoice only after the completion and approval by the Client of each activity mentioned above.

**Note:** Duration of project is 15 calendar months unless extended further by the mutual consent of the parties to this contract. However, the extension should not be exceeding the total period 5 months for pre-execution activities from the date of signing a consultancy contract and 16 months for construction supervision from the from the date of signing of Construction Contract. In case of such extensions, no additional payment to the Consultant will be admissible. Any further extension of time shall be on the terms mutually agreed between the Parties to this Contract. However, Consultant is the sole responsibility to conclude the contract within time stated above unless force majeure. Also, services required (if any) during defect liability period, should be included in construction supervision cost.

## **SECTION – 7**

# **PROPOSED CONTRACT FORMAT**

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

**between**

**Pakistan Industrial Development Corporation (PIDC)  
(Pvt.). Ltd.**

**and**

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**for**

**DETAILED DESIGNING & CONSTRUCTION SUPERVISION OF DATES STORAGE,  
PROCESSING AND PACKAGING PLANT IN TURBAT**

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Appendix A- Description of the Services

Appendix B- Reports/ Deliverables

Appendix C- Key Personnel and Subconsultants

Appendix D- Breakdown of Contract Price in Foreign Currency

Appendix E- Breakdown of Contract Price in Local Currency

Appendix F- Services and Facilities to be Provided by the Client

Appendix G- Integrity Pact

## FORM OF CONTRACT

This CONTRACT AGREEMENT (hereinafter called the "Contract") is made on the \_\_\_\_ day of \_\_\_\_\_, between, on the one hand, \_\_\_\_\_ having its Head Office at \_\_\_\_\_ (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, \_\_\_\_\_ having their Head Office at \_\_\_\_\_ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A: Description of the Services/ Scope of Work
    - Appendix B: Reports/ Deliverables
    - Appendix C: Key Personnel and Sub-consultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency (*Not Applicable*)
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services & Facilities to be provided by the Client
    - Appendix G: Integrity Pact (for Services above Rs. 10 million)
    - Appendix H: Account's details
  
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
  - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.
  
3. That on the part of the Client, the contents of the Contract Agreement are vetted and verified by Mr. .... (Designation) .....

IN WITNESS WHEREOF, the Parties hereto have caused this Contract agreement to be commenced on the day, month and year when it is executed between the parties as per their agreed term and conditions mentioned above.

Signature of the Consultant

Signature of the Client

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Designation:

Designation:

(Seal)

(Seal)



Vetted & Verified for Client

---

Name:

Designation:

Signed, Sealed and Delivered in the presence of:

Witness (Consultant):

Witness (Client):

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Name:

Title:

Address:

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Name:

Title:

Address:

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;

- (n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

## **1.2 Law Governing the Contract**

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

## **1.3 Language**

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

## **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an 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 Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## **1.5 Location**

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

## **1.6 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 and Duties**

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

## **1.8 Leader of Joint Venture**

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

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

### **2.1 Effectiveness of Contract**

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

### **2.2 Termination of Contract for Failure to Become Effective**

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

### **2.3 Commencement of Services**

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

### **2.4 Expiration of Contract**

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

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

### **2.5 Modification**

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

## **2.6 Extension of Time for Completion**

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No Breach of Contract**

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

### **2.7.3 Extension of Time**

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

## **2.7.4 Payments**

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

## **2.8 Suspension of Payments by the Client**

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

## **2.9 Termination**

### **2.9.1 By the Client**

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

### **2.9.2 By the Consultants**

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

### **2.9.3 Cessation of Services**

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

### **2.9.4 Payment upon Termination**

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

- (a) remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the

Personnel, according to Consultants Traveling Allowance Rules.

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

### **2.9.5 Disputes about Events of Termination**

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

## **3. OBLIGATIONS OF THE CONSULTANTS**

### **3.1 General**

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

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

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

### **3.3 Confidentiality**

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



### **3.4 Liability of the Consultants**

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

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

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

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

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

### **3.5 Other Insurance to be Taken out by the Consultants**

The Consultants (a) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.6 Consultants' Actions Requiring Client's Prior Approval**

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of

the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;

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

### **3.7 Reporting Obligations**

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

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

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

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

### **3.9 Equipment and Materials Furnished by the Client**

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

### **3.10 Accounting, Inspection and Auditing**

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

## **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Subconsultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance, Coordination and Approvals**

#### **5.1.1 Assistance**

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

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;

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

### **5.1.2 Co-ordination**

The Client shall:

- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned 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 6.2 (a) or (b), as the case may be.

## **5.4 Services and Facilities**

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

as a result thereof pursuant to Clause 6 hereinafter.

## **5.5 Payments**

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

## **6. PAYMENTS TO THE CONSULTANTS**

### **6.1 Lump Sum Remuneration**

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

### **6.2 Contract Price**

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

### **6.3 Terms and Conditions of Payment**

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

### **6.4 Period of Payment**

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

### **6.5 Delayed Payments**

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause

6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

## **6.6 Additional Services**

Additional Services means:

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

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

## **6.7 Consultants' Entitlement to Suspend Services**

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

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

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

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

### **7.2 Dispute Settlement**

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

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

## **8. INTEGRITY PACT**

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

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

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

### III. SPECIAL CONDITIONS OF CONTRACT

#### 1.1 Definitions

Add following definitions to the sub-clause:

**"Project"** means "Engineering Consultancy Services for Dates Storage, Processing and Packaging Plant in Turbat."

**"Contractor"** means the person whose tender has been accepted for execution of construction work (s) for the project.

**"Construction Contract"** means an agreement enforceable by law between Client and Contractor for the physical execution/ construction activities of work on site.

#### 1.6 Authorized Representatives

The Authorized Representatives are the following:

##### Client

Designation in PIDC:	<b>Manager (R&amp;E)</b>
Address:	PIDC House, 2 <sup>nd</sup> floor, Dr. Ziauddin Road, Karachi
Telephone:	021-35685041-9, 38266666-69, Ext: 330
Email:	<a href="mailto:Zeeshan.khan@pidc.com.pk">Zeeshan.khan@pidc.com.pk</a>

##### Consultant

Name of Project Manager:	_____
Address:	_____
Telephone:	_____
Email:	_____

#### 1.7 Taxes and Duties

Add the following line at the end of the sub-clause

"The cost of Stamp Duty on Contract Agreement is also deemed to be included in the Contract Price."

#### 1.8 Leader of the Joint Venture

The leader of the Joint Venture (if any) is ..... (name of the Member of the Joint Venture).



## 2.1 Effectiveness of Contract

Delete the sub-clause and replace with the following:

“The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.”

## 2.2 Termination of Contract for Failure to Become Effective

Not Applicable

## 2.3 Commencement of Services

Delete the sub-clause and replace with the following:

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

## 2.4 Expiration of Contract

The Duration of project is 15 calendar months unless extended further by the mutual consent of the parties to this contract. However, the extension should not be exceeding the total period 5 months for pre-execution activities from the date of signing a consultancy contract; and 16 months for construction supervision from the from the date of signing of Construction Contract. In case of such extensions, no additional payment to the Consultant will be admissible. Any further extension of time shall be on the terms mutually agreed between the Parties to this Contract. However, Consultant is the sole responsibility to conclude the contract within time stated above unless force majeure or conditions stated under clause 2.7.1.

Tentative timeline of deliverables is given below:

S. No.	Description of Major Head of Scope	Tentative Dates
1	Contract award to consultant	20 <sup>th</sup> April 2022
2	Completion of planning, designing, drawings and costing of all works including tests, surveys and studies	10 <sup>th</sup> June 2022
3	Completion of tender drawings, tender documents, specifications and conditions of contract for all procurements	20 <sup>th</sup> June 2022
4	Contract award to contractor	20 <sup>th</sup> July 2022
5	Completion of Project	19 <sup>th</sup> July 2023

"Completion of Services" means submission of all reports or deliverables to the client mentioned in Appendix-B and obtaining the Client's approval for such Reports and Certificates.

## **2.6 Extension of Time for Completion**

From the first line delete the phrase "or duration"

Add the following lines at the end of the sub-clause

- No extension of time is envisaged in normal circumstances for the completion of all planning, design and pre-construction phase activities.
- Due to conditions stated in 2.7.1, the project duration can be extended. No additional payment will be made to the Consultant in case of such extension period.

### **2.7.1 Definition**

Add word "Epidemicity" after phrase "adverse weather conditions" in fifth line of sub-clause (a).

### **2.7.3 Extension of Time**

Add the following lines at the end of the sub-clause.

The extended time period under this sub-clause shall be recorded and mutually agreed by the parties in writing.

### **2.7.4 Payment**

Delete the sub-clause.

### **2.9.1 Termination – By the Client**

Replace "sixty (60) days" with "Thirty (30) days"

In clause (f), the word "terminate" may be replaced by "Close/ Conclude/ terminate" depending on the scenario

### **2.9.4 Payment upon Termination**

Delete item (b) of sub-clause

## **3.4 Liability of the Consultants**

The third Para may be modified as below:

The liability of the Consultants expires after one (1) year from the final completion / acceptance of the respective deliverable.

Delete the 4<sup>th</sup> and 5<sup>th</sup> paragraph from this sub-clause.

### **3.5 Other Insurance to be Taken out by the Consultants**

As per normal industry practice.

### **3.6 Consultants' Actions Requiring Client's Prior Approval**

Delete the sub-clause 'b' and replace with the following.

- i) Issuing Variations Orders in respect of:
  - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
  - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
  - any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultant's recommendations, if any, for settlement.
- iii) Any action under terms of Performance Guarantee or Insurance Policy.
- iv) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
  - Adverse Physical Conditions and Artificial Obstructions
  - Suspension of Works
  - Bonus and Liquidated Damages
  - Certificate of Completion of Works
  - Defects Liability Certificate
  - Forfeiture
  - Special Risks
  - Frustration
- v) Final Measurement Statement
- vi) Release of Retention Money
- vii) Any change in the ratios of various currencies of payment.

- viii) Issuance of Taking Over and Defect Liability Certificates.
- ix) Granting any extension of time to the Contractor.
- x) Any other item mentioned in the Construction Contract.

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

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

### **4.1 Description of Personnel**

The key Personnel are the ones given in the Appendix – C of this Agreement.

#### **5.1.1 Assistance**

To be mutually agreed between Client and the Consultant. Relevant Existing details would be provided to the Consultant

#### **5.1.2 Coordination**

Delete item (a) and add the following at the end of the clause:

“It is the responsibility of the Consultants to get all necessary approvals. The Client will only facilitate the Consultants for getting such approvals.”

#### **5.1.3 Approvals**

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

### **6.2 Contract Price**

- (a) The amount in local currency is Pakistani Rupees inclusive of all taxes and duties amount to **Rs. \_\_\_\_\_**.
- (b) The breakup of local currency is as under:

S. No.	Description	Cost (PKR)
1	Detailed Site Survey, Studies, Engineering Design, Costing, Management Plans & Procurement of Contractor and/or agent	
2	Construction Supervision for 12 months	
	<b>Total</b>	

### 6.3 Terms and Conditions of Payment

Payment will only be made to the specified account, details of the same shall be provided by the Consultant after signing the Contract Agreement with an undertaking on a stamp paper. This undertaking will be the part of Contract Agreement as Appendix H.

The payment will be made to the Consultant, after deducting applicable government taxes, on the satisfactory completion/ submission of deliverables and approval accorded by the Client for the assignments as mentioned in Appendix E.

#### For Pre-Construction Phase

Deliverables fee breakup is given below:

S. No.	Upon submission of Deliverables	Cost (PKR)
1	Survey Reports & Studies	
2	EIA Studies and getting NoC from SEPA	
3	Master Plan	
4	Project Review Report	
5	Design Report and Design Calculations	
6	Engineering Estimates with Measurement Sheets and Rate Analysis of all items of BoQ	
7	Tender Documents including Tender Notice, Specifications, drawings and BoQ, etc.	
8	Bid Evaluation Report and Recommendation	
9	Construction Drawings	

**Note:** Above breakup is just for reference. Consultant may present their own fee breakup. The Consultant shall submit the invoice only after the completion of each deliverable. The Client shall release 60% of the invoiced amount on Draft Submission of the Deliverable and remaining 40% after the Final Submission.

#### For Construction Supervision Phase

The mode of payment for construction supervision shall be carried out as per following equation based on financial bid:

$$\frac{\text{Amount of IPC of Construction Contract} \times \text{Consultant Bid Price for Construction Supervision}}{\text{Total Amount of Construction Contract (s)}}$$

The Consultant should prepare an estimate of the total scope of work. In the case of more than one construction contract, the remuneration for Construction Supervision, for each contract, will be split out according to the ratio of that construction contract to the total estimate of all construction contracts.

No payment will be made to the Consultant(s) upon Mobilization Advance given to the Contractor (if any). The Consultant shall submit the invoice only after the completion and approval by the Client of each activity mentioned above.

**Note:** Duration of project is 15 calendar months unless extended further by the mutual consent of the parties to this contract. However, the extension should not be exceeding the total period 5 months for pre-execution activities from the date of signing a consultancy contract and 16 months for construction supervision from the from the date of signing of Construction Contract. In case of such extensions, no additional payment to the Consultant will be admissible. Any further extension of time shall be on the terms mutually agreed between the Parties to this Contract. However, Consultant is the sole responsibility to conclude the contract within time stated above unless force majeure. Also, services required (if any) during defect liability period, should be included in construction supervision cost. The Consultant shall submit the invoice only after the approval of IPC by the client.

#### **6.4 Period of Payment**

Delete item (a) and replace with the following:

“No advance payment will be made under this Contract.”

Delete item (b) and replace with the following:

“Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days after the Consultants' invoice has been delivered to the Client”.”

#### **6.5 Delayed Payments**

Deleted.

## **6.6 Additional Services**

Sub-clause (c) is deleted. In sixth line, replace “two weeks” from 28 days.

## **7.2 Dispute Settlement**

Add the following lines at the end of the sub-clause

Venue for Dispute Resolution/ Arbitration will be Karachi.

## **8.1 Integrity Pact**

Add the following lines at the end of the sub-clause

Upon violation of Integrity Pact, Client can suspend/debar/blacklist the Consultants individually or collectively as part of consortium/ JV from public bidding process or at any stage after signing of Contract Agreement.

## **IV APPENDICES**



## Appendix A

### Description of the Services

The following are expected from the selected consultant for the said project and will be deemed to be inclusive in the quoted rates, in the financial proposal forms:

#### Detailed Designing, surveys & studies, procurement & costing for a project but not limited to:

- i. Master Planning of 20 acres land. The expected covered area is less than 5 acres.
- ii. Estimate Project Cost including cost estimates of all deliverables/ construction heads to be included in execution of such project.
- iii. Conduct detailed site survey including Topography and Soil Investigation.
- iv. Engineering design, drawings, BoQs and costing for all Civil & Electrical works such as office building, Cold storage building, Processing plant building, Boundary wall, 250 KW on Grid Solar PV power system, Shed, Parking area, Roads, Plumbing, main gate, security fencing, Water Supply System, Sewerage System, Underground and Overhead Water Reservoir, Storm Water Drainage system, Street Lighting and electrical Network, telecommunication, Fiber optic Cable, sub-station, fire station including other necessary relevant allied works.
- v. Conduct Environmental Impact Assessment of the whole project as per requirements of the regional authorized body and obtaining "No Objection Certificate".
- vi. Prepare Project Architectural and Structural drawings, construction drawings and engineering estimates including rates analysis and measurement sheets.
- vii. Prepare tender/bidding drawings, documents, specifications and conditions of contract for procurement (alongwith bid evaluation and recommendation) of Contractor, who will be responsible for execution of all civil and Electrical works, and supply, installation, testing & commissioning of machinery for a said plant project.
- viii. Assist the client in relevant tasks and recommendations (if require) for successful completion of project within time, budget and as per specified scope and objectives.

#### Management Plans

- i. Quality and Health / Safety Management Plan.
- ii. Ensure the implementation of Quality and Health / Safety Management Plan.

#### Construction Supervision

Services during Construction Phase for Civil works and supply, installation, commissioning & testing works shall include but not be limited to:

- i. Project Management:
  - a) Activity Schedule (Timeline) of all construction activities on Primavera or MS Project.
  - b) Review and inspect Contractor's work in compliance of Contract Documents on daily basis.

- c) Comprehensive supervision of project implementation activities carried out by the Contractor to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Documents
- d) Efficient construction supervision by personnel who are experienced in modern methods of construction supervision and contract management.
- e) Approve / suggest modifications in the Contractor's work program, material sources, etc;
- f) Monitor progress of the Works, identify causes, or potential causes, of any delay and advise the suitable corrective actions in a timely manner;
- g) Ensure that the construction methods as proposed by the Contractor for carrying out the works are satisfactory, with particular reference to the technical requirements of sound environmental standards, inspection of Contractor's construction equipment, safety of the works, property, personnel, and general public.
- h) Ensure that working drawings as issued to the Contractor are complete consistent and coherent across the entire project;
- i) Inspect at regular intervals the Contractor's plant and facilities, for both construction production work and workers accommodation, to ensure that they conform with both the conditions of contract and all government regulations;
- j) Recommend and monitor correct actions taken by the Contractor needed to fix a work which is not in compliance with the Contract Documents;
- k) Maintaining Field inspection diaries;
- l) Record Digital photos of work in progress;
- m) Field Inspection / Quality assurance / materials testing services / Review and approve test reports submitted by the contractor.
- n) Check sites / work places in compliance of safety and health standards and notify in case of non-compliance.
- o) Review and approval of Contractor's survey layouts and levels.
- p) Inspect installation of electro-mechanical equipment as per the manufacturer guidelines and tender documents.
- q) Testing, commissioning and energization of equipment, machinery and systems.
- r) Maintaining all records of inspections and testing.
- s) Schedule evaluation (actual vs. planned physical & financial progress)
- t) Cash Flow Details (Expected v/s original)
- u) Supervising works and ensuring highest quality of performance standards.
- v) Provide other specialist services relevant to the Project as may be agreed to during negotiations or ordered by the Client Project manager;
  - w) Record management;
- x) Review and approve Contractor's proposed personnel for positions nominated in the Contract;
- y) Verification of Interim Payment Certificates submitted by Contractor;
- z) Review operation and maintenance manual and as built drawings prepared by the contractor.

ii. Contract Administration:

- a) The services to be provided by the Consultant shall include all duties according to the terms and conditions set in Contract Agreement.
- b) Conduct and lead Pre-construction conference / meetings to be held between Client and Contractor and preparation of minutes of meeting.

- c) Coordination in site meetings to be held between representatives of Client and Contractor and preparation of minutes of meeting.
- d) Review of Contractor's work progress in compliance of complete Contract Document plus work program submitted by Contractors.
- e) Review of Contractor's submittals in compliance of Contract Documents.
- f) Review and evaluation of submittals in support of claims and disputes (if any) and forwarding subsequent recommendation to Employer.
- g) Coordinate with Contractor and Client to conclude claims and disputes.
- h) Investigation and inspection of site conditions that differ from those described in the Contract Documents.
- i) Submission of any record or drawings made by consultant during construction.
- j) Resolve Disputes at all levels (if any).
- k) Prepare Variation order if necessitated due to site conditions and submit the same for approval.

iii. Defect / Liability period:

The Consultant shall be responsible for providing services during construction closeout / Defect Liability Period, but not be limited to:

- a) Final inspection and validation of project to determine the completion of works in fulfillment of Contract Documents and rectification of any defect (s) therein;
- b) Preparation of punch list and inspection of remedial actions;
- c) Review of operation / maintenance manuals and spare parts lists.
- d) Review As-built drawings submitted by the Contractor.
- e) Recommendation to Client as to the release of payments, securities/ insurances and retention to Contractor.
- f) Review and recommendation / certification of Contractor's Final Bill.
- g) Finalize the handing over / taking over of site.
- h) Recommendation to issue Defect Liability Certificate to the contractor.

**Note:** *The Consultant would demobilize the site staff as required by the Employer due to unforeseen condition. However, Re-mobilization of site would be made as per the Employer requirement.*

## Appendix B

### Reports / Deliverables

#### Reporting Requirements

- i. Consultant shall submit monthly progress report and presentation during pre-execution stage.
- ii. Activity Schedule (Timeline) of all construction activities on Primavera or MS Project.
- iii. Consultant(s) may prepare and issue the following reports in execution stage, the format and content for each report is to be acceptable to the client Project Manager;
  - a) Inception Report, to be submitted within 10 days of commencement of services.
  - b) Monthly progress report, to be submitted within 7 days of the end of each month. Monthly reports should include description of project activities illustrated by progress / completion photographs, status of any delays and contractual claims and details of all latest financial projections. The monthly progress report shall include:
    - Description of Background of project including work award details (including letter of award / Detail of securities and insurance).
    - A short overview of work completed during the previous month;
    - A short overview of work to be completed the following month;
    - An updated schedule (based on Contractor's schedule of progress) showing work progress and completion percentage;
    - A list of problems / difficulties; if any; and proposed corrective actions; and
    - A bar graph on MS Project and / or Primavera comparing the monthly invoiced amounts and cumulative billings with the total authorized construction budget.
    - Physical and Financial progress of the project for respective month.
    - Attach photographs for respective month.
  - c) Job/Assignment Completion Report.
  - d) Quality Assurance Manual, detailing all QA/QC procedures, to be submitted within 10 days of commencement of services.

#### Submissions

- i. Signed and Stamped 03 sets of copies of all reports, studies, documents, manuals, estimates, evaluations, tests, plans, drawings, etc., as stated in above scope of work and 'Reporting'.
- ii. Submission of editable format of all reports, studies, documents, manuals, estimates, evaluations, tests, plans, drawings, etc., as stated in above scope of work and 'Reporting'.

## Appendix C

### Key Personnel and Sub-Consultants

The minimum staffing requirement for this project shall not be limited to:

- i. Key Personnel for Design or Project Management (As and when required)
  - a) Project Manager - Min. Bachelors in Civil Engineering with 15 years' experience
  - b) Architect - Min. Bachelors in Architect with 12 years' experience
  - c) Town Planner - Min. Bachelors in relevant field with 12 years' experience
  - d) Structural Engineer - Min. Bachelors in Civil Engineering with 12 years' experience
  - e) Contract Engineer - Min. Bachelors in relevant field with 10 years' experience
  - f) Quantity Surveyor - Min. DAE Civil with 10 years' experience
  
- ii. Key Personnel for Site Office (Required for 12 months but on need basis only. Consultant may suggest, based on ToRs)
  - a) Resident Engineer - Min. Bachelors in Civil Engineering with 12 years' experience
  - b) Civil Inspector - Min. DAE Civil with 10 years' experience
  - c) Electrical Inspector - Min. DAE Electrical with 10 years' experience
  - d) Mechanical Inspector - Min. DAE Mechanical with 10 years' experience
  - e) HSE Office - Engineer or Certified with 10 years' experience
  - f) Surveyor - Min. DAE with 10 years' experience

## **Appendix D**

### **Breakdown of Contract Price in Foreign Currency**

(Not Applicable)

## Appendix E

### Breakdown of Contract Price in Local Currency

S. No.	Description	Cost (PKR)
1	Detailed Site Survey, Studies, Engineering Design, Costing, Management Plans & Procurement of Contractor and/or agent	
2	Construction Supervision for 12 months	
	<b>Total</b>	

*Note: Detailed Breakup should be provided by consultant.*

## **Appendix F**

### **Services & Facilities to be provided by Client**

- Accommodation of consultant staff is the responsibility of the consultant.
- Furnished site office will be provided by the client through construction contract.
- Provision of vehicles, its maintenance, Driver, Fuel etc. will be responsibility of consultants.



**Appendix G**

**Integrity Pact**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value:  
\_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....  
Signature: .....

Name of Seller/Supplier: .....  
Signature: .....

[Seal]

[Seal]

## **Appendix H**

### **(Undertaking of Payment)**