

Part F:

Proposed ContractFormat

DATE: _____

DESCRIPTION OF CONTRACT: _____

CONTRACT TOTAL AMOUNT: PKR _____ [INCLUSIVE OF ALL TAXES)

CONTRACT REFERENCE NO: [Procurement No. PL/PRO/1(537)] – DATE _____

Whereas the Pakistan Industrial Development Corporation (Pvt.) Limited (PIDC) having, its office address at 2nd Floor Dr. Ziauddin Ahmed Road, KARACHI, hereafter referred to as the “*Client*”, represented by _____, CEO -PIDC is desirous that certain service(s) should be executed by

_____, having its office address at _____ and represented for the purposes of this Contract by [AUTHORIZED REPRESENTATIVE], hereafter referred to as the “*Consultant*”,

and which has accepted the execution and completion of such service(s) in the sum of PKR _____ hereinafter called “the Contract Price” and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

Article 1: Service(s) Specifications

1.1. Service(s) summary

Description:

Country of services: Pakistan

Specific conditions: This service contract is for ___ months

Contract Price (PKR):

Expiration of Contract

- 1.2. The total period of the project is envisaged to ___ calendar months, however, may be extended due to work conditions. In case of extension of contract, no additional payment to the consultant will be admissible.

Documents prepared by the Consultant to be the Property of the Client

- 1.3. The consultant shall not use these documents for the purposes unrelated to this Contract without the prior written approval of the Client.

Coordination & Assistance

- 1.4. It is the responsibility of the Consultant to get all necessary approvals. The Client will only facilitate the Consultant for getting such approvals.

Deliverables / Reports

- 1.5. All documents should be submitted as draft first for Client's review and acceptance. The Consultant will submit a report to the Client in three (03) coloured hard copies (signed and stamped) and soft copy in editable format (on CD).

Article 2: Contract Specifications

- 2.1. The following documents shall be deemed to form and be read and construed as part of this contract:
- i. The Signed & Stamped document of Request for Proposal,
 - ii. Terms of Reference(TORs)
 - iii. Technical Approach, Methodology, Work Plan and other related documents submitted with proposal
 - iv. Payment Terms
 - v. any other documents forming part of the contract or addendum
- 2.2. The Consultant team / Staff members/ Advisors mentioned in the bid documents cannot be changed unless permitted by the Client.

Should be Part as Annex-B

Article 3: Terms of Payment

- 3.1. The Client agrees to pay the sum of _____ (inclusive of all applicable taxes & duties, cost of stamp duty on Contract agreement, transportation cost, travel cost (locally / internationally) meeting with stakeholders to gather information in carrying out the subject study) to the Consultant for executing the service(s) listed above under "Specifications" and in the Annex A and according to the terms and conditions of this contract.

- 3.2. In consideration of the payments to be made by the Contracting Authority to the Consultant as hereinafter mentioned, the Consultant undertakes to execute and complete the service(s) and remedy defects/corrections therein in full compliance with the provisions of the contract. Consultant is not allowed to do the assignment partially. The Work/Report/Study against the TORs needs to be completed in full respect. The Consultant is liable legally and financially and will pay back the amount to the Client if work/report/study is done partially by the Consultant against the TORs and Contract is terminated by the Consultant during the contract period. Client may forfeit the retention money from 2% to maximum 10% in case of delivery of final reports beyond mutually agreed extension of contract of poor delivery of service against agreed deliverables/.
- 3.3. The following terms of payment have been agreed upon by both parties:
 - 50% upon draft submission of report.
 - 50% upon final submission of report after client review and acceptance.”
- 3.4. 10% of Consultancy invoices will be deducted from each invoice up to a limit of 10% contract price and will be paid back within 30 days after completion of works as per Client’s satisfaction.
- 3.5. Government taxes, if any, applicable shall be deducted at source before making any kind of payment.
- 3.6. Payment shall be made in Pak Rupees, by submission of invoices on the basis of actual work done, work plan and as per payment terms
- 3.7. Consultant shall provide NTN (National Tax Number). Tax exemption certificate (if any) along with invoices will be furnished by consultant to avoid tax deduction.
- 3.8. TOR (Terms of Reference) shall be part of the Contract and payment shall be subject to fulfilment of requirements as per Terms of Reference.
- 3.9. Payment will be transferred from the Client to the Consultant through cross-cheque within 14 (fourteen) days of submitting verified invoice to the client.

Article 4: Schedule of Services

- 4.1. The execution period shall start after the contract signature and shall be achieved as per the Request for proposal. The timeline given in the RFP shall form the basis for the schedule. The timeline and activities mentioned by the consultant in the submitted bid documents shall be discussed in the kick-off meeting and after incorporating any amendment shall be considered for implementation of the services and become an integral part of the contract termed as “Schedule”. The consultant is liable to complete his assignment well within time. Any unjustified delay may result in the penalties/ withheld/forfeiting of the remaining amount of the consultant by the Client.

Article 5: Claims

- 5.1. If the service(s) do not adhere to the contracted specifications defined in TORs, the Client reserves the right to cancel the contract and consider itself not responsible for any payment or compensation
- 5.2. Upon delivery, the Client has the right to apply financial sanctions in case the Consultant delivers defective service(s) or service(s) not complying with the approved technical Specifications, and/or in case of delay in delivering the service(s) as per the Schedule.
- 5.3. The Client shall give notice to the Consultant stating the delivery delay and/or the nature of any noncompliance
- 5.4. Upon receipt of such notice, the Consultant shall, within a period of 07 (seven) calendar days, comply with the deficiencies mentioned by the Client.

- 5.5. If having been notified, the Consultant fails to comply within a period of 07 (seven) calendar days, the Client may take such remedial action as may be necessary, at the Consultant's risk and expense (and without prejudice to any other rights which the Client may have against the Consultant under the Contract).

Article 6: Termination

- 6.1. In the event that the Client discovers any acts of misconduct by the Consultant, the contract will be deemed null and void. In such an event, the Client will not be required to make any further payments for delivered or undelivered service(s). Examples of acts of misconduct but are not limited to: bribery, falsification of receipts, subcontracting (unless previously agreed in writing by both parties), failure to disclose personal relationships with employees of the Client, and any other instances that the Client deems to be fraudulent.
- 6.2. In the event of any breach of the Consultant, or its failure to deliver the requested service(s) within the specified and scheduled periods of time, or failed to comply with any of its obligations, the Client shall have the right to terminate this agreement at any time by serving a termination notice and without the need for a court order.
- 6.3. The Client reserves the right to inform any other private, public, governmental or non-governmental organization about the reasons why Consultant contract was cancelled.

Article 7: Notices

- 7.1. All notices and other communications required or permitted between the Parties by this Contract shall be in writing and either sent by E-mail or courier to the address or number of the Parties as set forth below. No communication shall be effective until received and such shall be deemed to have been received:
- By courier when so delivered as evidenced by acknowledged receipt; or
 - By email upon sending, subject to confirmation of uninterrupted transmission on transmission report.

If to the Consultant: Name
 Designation
 Address
 Email
 Contact

If to the Client: Name
 Designation
 Address
 Email
 Contact

Either party may change its nominated address to another address by giving at least seven (07) days prior written notice to the other party.

Article 8: Force Majeure

- 8.1. Neither Party will be liable for any loss, damage, cost, delay or failure to perform resulting from causes beyond its reasonable control including, but not limited to, acts of God, fires, floods, earthquakes, strikes, insurrections, riots, lightning or storms. If a force majeure event occurs, the duration of the Agreement shall be extended by a period of time as consulted between both the parties. However, if the period of the force majeure event exceeds two (2) months, the Contracting Authority shall have the right to terminate this Contract without incurring any liability or damages.

Article 9: Non-Waiver

- 9.1. No failure or delay on the part of a Party in exercising any right, power or privilege under this Agreement, and no course of dealing between the Parties, will be deemed a waiver of any further exercise of any right, power or privilege. The rights and remedies expressly provided herein are cumulative and not exclusive of any rights or remedies which such Party would otherwise have.

Article 10: Assignment

- 10.1. The Consultant may not assign this Agreement or any of its obligations hereunder without the Contracting Authority's prior written consent.

Article 11: Copyright and Confidentiality

- 11.1. The Consultant shall not disclose any proprietary or confidential information relating to this contract or the CLIENT's business or operations without the prior written consent of the CLIENT during the contract period or after the expiration thereof.

The intellectual property including studies, reports, other material, software, documents etc. produced as exclusive and direct consequences of shall be the property of client.

Article 12: Governing Law and Jurisdiction

- 12.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Islamic Republic of Pakistan.

Article 12.1 Dispute Resolution

- 12.1.1. Initially a Manager (R&E), PIDC and Consultant Representative will resolve any dispute arising out of or relating to the contract through negotiations and mutual consent.
- 12.1.2. In case the dispute cannot be resolved amicably, it shall be referred for Arbitration to the CEO PIDC.
- 12.1.3. Provisions of the Arbitration Act, 1940 shall apply to the arbitration proceedings and the venue of arbitration shall be Karachi.

Article 13: Amendments

- 13.1. During the course of the contract, if the client deems necessary that any change in the agreed TORs is necessary. The same may be implemented through mutual consultation of both the parties.
- 13.2. Except as otherwise provided in this contract, no amendment, modification or waiver of any of the provisions of this contract will be valid unless set forth in a written instrument signed by both Parties.

Article 14: Severability

- 14.1. If any provision of this Contract is held invalid under any applicable law, such invalidity will not affect any other provision of this Contract that can be given effect without the invalid provision. Further, all terms and

conditions of this Contract will be deemed enforceable to the fullest extent permissible under applicable law.

Article 15: Code of Ethical Purchasing/Conduct of the Consultant

By signing this Contract, the Consultant agrees to:

- 15.1. Undertake to carry out its duties to the highest professional standards, in particular in terms of objectivity and impartiality and exclusively in the best interests of the Client with no consideration linked to possibilities for future contracts;
- 15.2. Guaranteeing that there is no Conflict of interest with other commitments or contracts recently concluded or to be concluded either individually or through any consortium to which the consultant might belong or through any subsidiary or related company;
- 15.3. Ensure the respect of national and international social and environmental standards and regulations
State that it is not in any of the situations of Exclusion, namely:
 - 15.4. Being bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
 - 15.5. having been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
 - 15.6. having been guilty of grave professional misconduct proven by any means which the concerned contracting authority can justify;
 - 15.7. having not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of presence of the Purchaser or those of the country where the contract is to be performed;
 - 15.8. having been the subject of a judgement for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the financial interests of the Purchaser or its donors;
 - 15.9. being currently subject to an administrative penalty for being guilty of misrepresentation in supplying the information required by a contracting authority, for failing to supply this information or for having been declared to be in serious breach of their contractual obligations towards this client.

Article 16: INTEGRITY PACT

- 16.1. If the Consultant is found to have violated or involved in any corrupt business practices in executing this 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.

This Contract Agreement shall be executed in original,

IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have executed this Agreement at the date shown above.

Consultant's Representative signature:

Name

Designation

Signature: _____

Client's Representative signature:

Name

Designation

Signature: _____

Witness

[Client]

[Consultant]

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

CNIC _____

CNIC _____

Terms of Reference

Part C of RFP

Key Personnel