



**Request for Expression of Interest (EOI)**  
**for Third Party Validation (TPV)**

1. Industry Facilitation Centre (Pvt.) Ltd intends to invite the Expression of Interest (EOI) proposals from consultants (individual or firms) for the purpose of Third Party Validation (TPV) of its new building project (having covered area of 104,000 sqft. approximately) regarding engineering and financial aspects.
2. The Scope of Services:

Independent verification and validation of all the works including civil, mechanical, and electrical, carried out at the project in accordance with the approved design and the terms & conditions of the contract, and also the payments made to contractors/vendors & consultants.
3. Eligibility/ Qualification Criteria will be mentioned in Request for Proposal (RFP) and it includes but not limited to:
  - Valid registration with PEC having relevant codes including 1201.
  - Registration with relevant tax authorities.
  - The Consultants must not be Blacklisted with any Governmental Organization on any project (An affidavit is required)
  - Interested participants must have at-least two (02) successful assignment of Third Party Validation (TPV) of construction Project in last 05 years.
4. Interested consultants are encouraged to visit the site before submission of their proposals on “**Single Stage Two Envelope**” basis i.e., Technical & Financial. The Technical proposals shall be evaluated according to the criteria given in RFP. “**Least Cost Based Selection**” method will be used.
5. RFP can be obtained from the office of undersigned during office hours from 9am-5pm before submission date. Envelope containing the proposal shall be clearly marked the name/details of the Consultant and name of the project.
6. The interested firms are requested to submit their Technical and Financial Proposals latest by 16<sup>th</sup> August, 2022 till 1400 hours. The Technical Proposals will be opened on the same day at 1430 hours. Delayed/conditional/telegraphic Proposals will not be entertained.
7. The Request for EOI & RFP are available on websites of PPRA & PIDC ([www.pide.com.pk](http://www.pide.com.pk)). IFC reserves the right to accept or reject any or all applications as per PPRA rules. Interested parties should submit their proposals to the address given below:

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**PROJECT DIRECTOR**  
**INDUSTRY FACILITATION CENTRE (PVT.) LTD.,**  
**IFC Building, Plot No. 13, F-5/1, Islamabad**  
**Tel: 051-9208905/9208922**

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**INDUSTRY FACILITATION CENTRE (IFC)**

**REQUEST FOR PROPOSAL (RFP)**

**PROCUREMENT OF CONSULTANCY SERVICES FOR  
THIRD PARTY VALIDATION (TPV)**



**Project Director**

**INDUSTRY FACILITATION CENTRE (PVT.) LTD.,  
IFC Building, Plot No 13, F-5/1, Islamabad  
Tel: 051-9208905/9208922  
July, 2022**

## PROCUREMENT OF CONSULTANCY SERVICES FOR THIRD PARTY VALIDATION (TPV)

Industry Facilitation Centre (Pvt.) Ltd. has constructed a new building having covered area of 104,000 sft. approximately in sector F-5/1, Islamabad. The building is fully equipped with all state-of-the-art facilities like Lifts, HVAC System, Fire Alarm System & Fire Fighting System as per CDA building by-laws and after completing all codal formalities.

Industry Facilitation Centre (Pvt.) Ltd. intends to invite the Expression of Interest (EOI) proposals from consultants (individual or firms) for the purpose of Third Party Validation (TPV) of its new building project regarding engineering and financial aspects. The consultants should have ample experience in Audit & validation of Public/ Private Sector Development Projects of Buildings & Infrastructure.

This Request for Proposal (RFP) consists of the following Parts:

- Part A – Letter of Invitation
- Part B – Instructions to Consultants
- Part C – Terms of Reference / Scope of Work
- Part D – Eligibility/ Qualification Criteria
- Part E – Submission Forms
- Part F – Draft Contract Agreement

The Financial Proposal shall be on **Lump sum** basis. Draft Contract Agreement is attached in Part – F and will be used for final contract agreement with the successful bidder.

## PART - A

### LETTER OF INVITATION

1. Industry Facilitation Centre (Pvt.) Ltd. intends to invite the Expression of Interest (EOI) proposals from consultants (individual or firms) for the purpose of Third Party Validation (TPV) of its new building project (having covered area of 104,000 sft. approximately) regarding engineering and financial aspects.
2. The Scope of Services:  
  
Independent verification and validation of all the works including civil, mechanical, and electrical, carried out at the project in accordance with the approved design and the terms & conditions of the contract, and also the payments made to contractors/vendors & consultants.
3. Eligibility/ Qualification Criteria has been given in Part-D of this document. Other details have also been mentioned in the document.
4. Interested consultants are encouraged to visit the site before submission of their proposals on “**Single Stage Two Envelope**” basis i.e., Technical & Financial. The Technical proposals shall be evaluated according to the criteria given in RFP. “**Least Cost Based Selection**” method will be used.
5. Envelope containing the proposal shall be clearly marked the name/ details of the Consultant and name of the project.
6. The interested firms are requested to submit their Technical and Financial Proposals latest by 16<sup>th</sup> August, 2022 till 1400 hours. The Technical Proposals will be opened on the same day at 1430 hours. Delayed/ conditional/ telegraphic Proposals will not be entertained.
7. IFC reserves the right to accept or reject any or all applications as per PPRA rules. Interested parties should submit their proposals to the address given below:

**Project Director**  
**INDUSTRY FACILITATION CENTRE (PVT.) LTD.,**  
**IFC Building, Plot No 13, F-5/1, Islamabad**  
**Tel: 051-9208905/9208922**

## PART - B

### INSTRUCTIONS TO CONSULTANTS

This part of the RFP describes the terms and conditions for the submission of the proposal.

- B.1. Submission of Bids and all communication or enquiries about this RFP must be made in writing.
- B.2. The interested firms are requested to submit their Proposal on date and time mentioned.
- B.3. The Proposal may comprise the documents and forms listed in Part - E.
- B.4. **Single Stage Two Envelope** bidding process will be adopted. Selection of Consultant will be based on "**Least Cost Based Selection**".
- B.5. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive.
- B.6. An authorized representative of the Consultant shall stamp and sign the original submission letters in the required format for both the Technical Proposal & Financial Proposal and shall initial and stamp all pages of both. The authorization should be in the form of a written power of attorney attached to the Technical Proposal.
- B.7. Provide documentary proof on legal stamp paper for the existence of JV/Consortia in case of the same.
- B.8. Consultant(s) need to submit one original and one true copy of technical proposal. The signed Proposal shall be marked "ORIGINAL", and its copy marked "COPY" as appropriate. All copies shall be made from the signed original. If there are discrepancies between the original and the copy, the original shall prevail.
- B.9. The original and copy of the Technical Proposal shall be placed inside a sealed envelope clearly marked "TECHNICAL PROPOSAL", name of the assignment, name and address of the Consultant.  
  
Similarly, the original Financial Proposal (no copy is required) shall be placed inside a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, name and address of the Consultant, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL."
- B.10. Bid validity period is Ninety (90) days (may be extendable as per PPRA rule 26).
- B.11. Financial proposals should accompany a bid security of an amount not less than Rs. 50,000 (Fifty Thousand) in the form of Pay Order from any scheduled Bank of Pakistan in favor of the Employer 'Industry Facilitation Centre (IFC)'. It should be sealed in another envelop with clearly marked "Bid security". No bid may be withdrawn before expiration of the bid validity period. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security.
- B.12. Any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer as non-responsive.
- B.13. The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of Bid validity whichever is earlier.

- B.14. The Bid Security of the successful bidder will be returned upon submission on first deliverable. No Advance Payment will be provided.
- B.15. The formal Agreement between the Employer and the successful bidder shall be executed within seven (07) days of the receipt of Letter of Acceptance by the successful bidder from the Employer.
- B.16. Failure of the successful bidder to comply with above requirements may constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- B.17. The proposals prepared by the Bidder and all correspondence and documents relating to the proposals, exchanged by the Bidder shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by a notarized English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- B.18. The sealed envelopes containing Technical & Financial Proposals, & Bid Security; shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, the name of the assignment, Consultant's name and the address.
- B.19. Technical Proposal will be opened on same day after the deadline for their submission in the presence of pre-qualified bidders who wish to attend. The envelope containing the Financial Proposal shall remain sealed and securely stored.
- B.20. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the RFP, applying the eligibility/ qualification criteria specified in Part - D. Each responsive Proposal shall be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in Part - D.

Financial bids of consultants who passed in Technical Evaluation would be opened only and will be evaluated as per "**Least Cost Based Selection**" method. Consultant will need to submit financial proposal as per form provided in Part - E.

- B.21. If an RFP is determined to be unclear or deficient in some aspects but these deficiencies are capable of being clarified or remedied, the evaluation committee may prepare a list of queries and provide these to consultant with an opportunity to clarify or remedy its RFP. If the clarifications and amendments by the Consultant do not overcome the deficiencies, the evaluation committee may, at its sole and absolute discretion, decide to reject the Proposal.
- B.22. At any time, prior to 03 days of the submission deadline, the Client may amend the RFP by issuing an amendment in writing. The amendment (s) will be posted on PIDC website and will be binding on the interested bidders.
- B.23. The Consultant shall submit a signed and stamped complete Proposal comprising the documents and forms. The submission shall be done by hand or by courier only, no telegraphic or conditional and delayed bid will be accepted.
- B.24. Financial Proposal of the technically qualified firms would be opened in the presence of bidder's representative, for which time & date shall be intimated in due time.
- B.25. The interested firms are requested to submit their Technical and Financial proposals by **16<sup>th</sup> August, 2022** till **1400 hours**. Technical Bids would be opened on the same day at **1430 hours**.
- B.26. IFC reserves the right to accept or reject any or all Proposals as per PPRA rules.

## **PART - C**

### **TERMS OF REFERENCE**

#### **INTRODUCTION**

Industry Facilitation Centre (Pvt.) Ltd. has constructed a new building having covered area of 104,000 sft. approximately in sector F-5/1, Islamabad. The building is fully equipped with all state-of-the-art facilities like Lifts, HVAC System, and Fire Alarm System & Fire Fighting System as per CDA building by-laws and after completing all codal formalities.

Industry Facilitation Centre (Pvt.) Ltd. intends to invite the Expression of Interest (EOI) proposals from consultants (individual or firms) for the purpose of Third Party Validation (TPV) of its new building project regarding engineering and financial aspects. The consultants should have ample experience in Audit & validation of Public/ Private Sector Development Projects of Buildings & Infrastructure.

#### **SCOPE OF WORK**

Independent verification and validation of all the works including civil, mechanical, and electrical, carried out at the project in accordance with the approved design and the terms & conditions of the contract, and also the payments made to contractors/vendors & consultants.

#### **DURATION OF ASSIGNMENT**

30 Days

#### **DELIVERABLES**

The Consultants will submit to the Employer Three (03) coloured hard copies (signed and stamped) and a soft copy in editable format of the following;

1. Draft Third Party Validation (TPV) Report within 21 days
2. Final Third Party Validation (TPV) Report within 07 days of draft report submission

#### **PAYMENT**

The payments will be made through cross-cheque to the consultant(s) on the completion and submission of deliverables after deducting applicable government taxes.

## PART - D

### ELIGIBILITY / QUALIFICATION CRITERIA

#### I. Eligibility Criteria

- The Consultants shall have the Pakistan Engineering Council (PEC) Registration Certificate bearing relevant codes including 1201, valid for the current year
- The Consultants should be Active Tax payer, registration with relevant tax authorities is required.
- The Consultants must not be Blacklisted with any Governmental Organization on any project (An Affidavit is required)

#### II. Qualification/ Selection Criteria

To qualify, applicant must score an aggregate 70 marks out of 100, whereas 50% marks is mandatory to achieve in each category. The weightage / Marks for different categories will be followed as per table given below:

S. No.	Category	Max. Marks
A	Profile of Firm	10
B	Experience	60
C	Personnel Capabilities	30

#### Note:

- Interested participants must have at-least two (02) successful assignment of Third Party Validation of Construction Projects in last 05 years.
- Documentary proof of project completion is required from relevant Employer
- Copies of Educational certificates and CVs of Key Personnel should be attached.
- For Joint Ventures Cumulative Marking will be done. One of Joint Venture Firm must fulfill all the requirements of Eligibility Criteria.



The further requirements are as under;

<b>S. No.</b>	<b>Category</b>	<b>Max. Marks</b>
<b>A</b>	<b>Profile of Firm</b>	<b>10 Marks</b>
A1	<p>Ownership and Organizational Structure of the firms including year of establishment and office setup (attach copy of incorporation certificate)</p> <ul style="list-style-type: none"> <li>• 05-10 years (05 marks)</li> <li>• Above 10 years (additional 05 Marks)</li> </ul>	10 Marks
<b>B</b>	<b>Experience (Completed Projects)</b>	<b>60 Marks</b>
B1	Detailed Design or Supervision of Building Projects (05 Marks for each project)	10 Marks
B2	Third Party Validation (TPV) of Building &/ or Infrastructure Projects (10 Marks)	50 Marks
<b>C</b>	<b>Personnel Capabilities</b>	<b>30 Marks</b>
	<ol style="list-style-type: none"> <li>1. Civil Engineer (Min: Bachelors in Civil Engineering) Min. 05-year relevant Experience, 10 Marks</li> <li>2. Quantity Surveyor (Min. DAE Civil) Min. 08-year relevant Experience, 05 Marks</li> <li>3. Land Surveyor (Min. DAE Civil/ Surveying) Min. 08-year relevant Experience, 05 Marks</li> <li>4. Site supervisor Civil (Min. DAE Civil) Min. 08-year relevant Experience, 05 Marks</li> <li>5. Site supervisor Elec/ Mech (Min. DAE Elec/ Mech) Min. 08-year relevant Experience, 05 Marks</li> </ol>	30 Marks
<b>Total (A+B+C)</b>		<b>100 Marks</b>

## **PART - E**

### **SUBMISSION FORMS**

This part of the RFP contains the following submission forms;

Form – 1: Information Form

Form – 2: Experience of Consultant

Form – 3: Format of Curriculum Vitae of Proposed Key Staff

Form – 4: Financial Proposal Submission Form

Form – 5: Summary of Cost

## INFORMATION FORM

1. Name of Consultant [Lead partner if association or JV]:

\_\_\_\_\_

· Address:

\_\_\_\_\_

\_\_\_\_\_

· Telephone No(s): \_\_\_\_\_

· E-mail Address: \_\_\_\_\_

· Registration No. with PEC along with Registered Office Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Description of consulting firm (ownership/organization):

\_\_\_\_\_

\_\_\_\_\_

3. Experience (Number of Years): \_\_\_\_\_

· Local/national: \_\_\_\_\_

· International: \_\_\_\_\_

· Regional (within the country-details):

\_\_\_\_\_

\_\_\_\_\_

4. Name(s) and Address (es) of Associates, if a JV; their short description and description of their role in the JV/Association (proof of association or JV is to be attached at stamp paper):

\_\_\_\_\_

\_\_\_\_\_

5. Past Experience of the Consultants (on appended forms): (Form-2)  
Specific (Projects related building works):

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6. Attach Organization chart showing consultant's structure.

7. Relevant Tax Registration information (NTN etc.)

8. Attach Professional staff available for the assignment on the appended (Form-3) format for positions mentioned hereinabove.

9. Additional information:

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**Yours truly,**

**Name of Authorized Representative:**

**Position :**

**Date :**

**EXPERIENCE OF CONSULTANT**

Relevant services carried out in the past which best illustrate qualification.

**[NAME OF THE FIRM/ CONSULTANT]**

1. Name of Assignment :
2. Country :
3. Name of Client :
4. Address :
5. Start Date : Month / Year
6. Completion Date : Month / Year
7. Professional Staff Provided :
8. No. of Staff :
9. No. of Staff Months :
10. Approx.: Value of Services :
11. Name of Other JV Firms (If any) :
12. No. of Staff / Staff Months :  
Provided by the JV partner(s)
13. Name/Position of Key Staff :
14. Description of Project :
15. Description of Services :  
Provided by the Firm

**FORMAT OF CURRICULUM VITAE OF PROPOSED KEY STAFF**

1. Name of Personnel: \_\_\_\_\_
2. Current Position in the Firm: \_\_\_\_\_
3. Date of Birth: \_\_\_\_\_
4. Nationality: \_\_\_\_\_
5. CNIC No (if Pakistani) or Passport No: \_\_\_\_\_
6. Education:

Degree	Major/Minor	Institution	Date (MM/YYYY)

7. Membership of Professional Associations:
8. Other Training [*Indicate significant training since degrees under 6 - Education were obtained*]:
9. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below)*]:

Employer	Position	From (MM/YYYY)	To (MM/YYYY)

10. Detail of Work Undertaken  
 Name of assignment or project:  
 Cost of Project:  
 Date of Start:  
 Client:  
 Positions held:  
 Actual time spent on the project

- Location:  
 Date of Completion:  
 Main project features:  
 Activities performed:

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

Date: \_\_\_\_\_

\_\_\_\_\_  
*[Signature of the proposed staff] Day/Month/Year*

Date: \_\_\_\_\_

\_\_\_\_\_  
*[Counter Signature of authorized signatory] Day/Month/Year*

**FINANCIAL PROPOSAL SUBMISSION FORM**

(Should be attached with Financial Proposal only)

[Location, Date]

Name

We, the undersigned, offer to provide the consultancy services for IFC New Building Project in accordance with your request for Proposal issued to us, and our Proposal (Technical and Financial Proposals). Our attached financial proposal is for the sum [Amount in words and figures].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal, i.e., 90 days.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

**SUMMARY OF COSTS**

(Should be attached with Financial Proposal only)

<b>S.N.</b>	<b>DESCRIPTION OF WORKS</b>	<b>LUMP SUM FEES</b>
<b>1</b>	Draft Third Party Validation (TPV) Report	
<b>2</b>	Final Third Party Validation (TPV) Report	
	<b>Total</b>	

**Note:**

- 1. The Fee should be inclusive of all Taxes and Duties.**
- 2. Any proposal containing alternate/ conditional Bid will be rejected.**



**PART – F**

**DRAFT CONTRACT AGREEMENT**

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

**Between**

**INDUSTRY FACILITATION CENTRE (IFC)**

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**And**

**(Name of Consultants)**

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**For**

**THIRD PARTY VALIDATION (TPV) OF INDUSTRY FACILITATION CENTRE BUILDING**

**AUGUST, 2022**

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## THE CONTRACT AGREEMENT

This CONTRACT AGREEMENT (hereinafter called the "Contract") is made on the \_\_\_ day of **(month)**, **2022**, between, on the one hand "**Industry Facilitation Centre (IFC)**" having its Office at \_\_\_\_\_ (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, "**(Name of Consultants)**" having its 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 this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, 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 upon the terms & conditions set forth in THIS AGREEMENT. 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.

## **CLAUSE – 01: DEFINITIONS**

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

- "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;
- "Contract" means the Contract signed by the Parties,
- "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause - 08;
- "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- "Law Governing the Contract" means, this Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- "Local Currency" means the currency of the Islamic Republic of Pakistan;
- "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- "Personnel" means persons hired by the Consultants or by any Sub-consultants as employees and assigned to the performance of the Services or any part thereof;
- "Scope of Services" The scope of consultancy and other professional services (herein referred to as "Services") to be performed by the Consultant for the Project under this Agreement are described in the Clause – 6.1.
- "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in the Clause – 6.1;
- "Project" means "Third Party Validation (TPV) Of Industry Facilitation Centre Building

## **CLAUSE – 02: 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.

## **CLAUSE – 03: 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 Authorised Representative of the Party to whom the communication is addressed, or when sent by registered mail or facsimile to such Party at the address of the Authorised Representatives specified under Clause - 04. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## **CLAUSE – 04: AUTHORISED 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 Authorised Representatives. The Authorised Representatives are the following:

### **Client:**

Designation in IFC:  
Address:  
Telephone:  
Facsimile:  
E.Mail :

### **Consultants:**

Name of Project Manager:  
Address:  
Telephone:  
Facsimile:  
E.Mail :

## **CLAUSE – 05: TAXES AND DUTIES**

The Consultants, Sub-consultants, 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. The cost of Stamp Duty on Contract Agreement is also deemed to be included in the Contract Price.

## **CLAUSE – 06: SCOPE OF SERVICES, COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

### **6.1. Scope of Services**

Industry Facilitation Centre (Pvt.) Ltd. has constructed a new building having covered area of 104,000 sq. ft. approximately in sector F-5/1, Islamabad. The building is fully equipped with all state-of-the-art facilities like Lifts, HVAC System, and Fire Alarm System & Fire Fighting System as per CDA building by-laws and after completing all codal formalities.

Independent verification and validation of all the works including civil, mechanical, and electrical, carried out at the project in accordance with the approved design and the terms & conditions of the contract, and also the payments made to contractors/vendors & consultants.

### **6.2. Effectiveness of Contract**

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

### **6.3. Commencement of Services**

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

#### **6.4. Deliverables**

The Consultants will submit to the Client Three (03) coloured hard copies (signed and stamped) and a soft copy in editable format of the following;

- A.** Draft Third Party Validation (TPV) Report within 21 days
- B.** Final Third Party Validation (TPV) Report within 07 days of draft report submission

#### **6.5. Expiration of Contract/ Completion of Services**

The total time period of the project is envisaged to 30 Days, however may be extended mutually in writing. In case of extension of time, no additional payment will be made to the Consultants in case of such extended period.

"Completion of Services" means submission of all reports or deliverables to the Client mentioned in Clause – 6.4.

#### **6.6. 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.

#### **6.7. Termination of Contract**

Any party may terminate this Contract, by not less than seven (07) days written notice of termination to the other party, to be given after the occurrence of any of the following events;

##### Termination by Client:

- 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;
- 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 thirty (30) days;
- If the Client, in its sole discretion, decides to terminate this Contract.

##### Termination by Consultants:

- If the Client fails to pay any monies due to the Consultants pursuant to this Contract within Fifteen (15) days after receiving written notice from the Consultants that such payment is overdue;
- If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within Fifteen (15) 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;

- 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 thirty (30) days;

## **CLAUSE – 07: OBLIGATIONS OF CONSULTANTS & CLIENT**

### **a. Obligations of the Consultants**

- The Consultant shall perform Services as an independent consultant in accordance with recognized national/ international standards, applicable laws and regulations.
- The Consultant shall perform the services with a professional and qualified team and the Authorized representative of the Consultants keep the Client fully informed on all matters relating to the provision of Services.
- The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering & contractual practices.
- The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps in this regard.
- Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent consultant or sub-consultant to perform any part of the Services.
- The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives a written permission from the Client to do so.
- The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.
- The Consultants shall submit to the Client the reports and documents specified in Clause – 6.4 in the form, in the numbers, and within the periods set forth in the said Appendix

### **b. Obligations of the Client**

The Client shall provide to the Consultant:

- All necessary data/ documents/ reports regarding the project that may be required by the Consultant for performing the Services within the Contract will only be provided by the Client to the Consultants on his written request.



- The Client shall designate an Authorized Representative named in Clause- 04 to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Authorized Representative of the Consultants.
- 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 - 08 of this Contract.

**CLAUSE – 08: PAYMENTS TO THE CONSULTANTS**

- Currency of Contract will be Pakistani Rupees. The amount of Contract for this project is Rs. \_\_\_\_\_ (write amount in words)
- The Fee should be inclusive of all Taxes and Duties. The payments will be made through cross-cheque to the consultant(s) on the completion and submission of deliverables after deducting applicable government taxes.
- The Consultants shall submit an invoice to the Client specifying the amount due after submission of deliverable.
- The due shall be paid by the Client to the Consultants within Fourteen (14) days after the Consultants' invoice has been delivered to the Client.
- No additional payment will be made in the event of Force Majeure.
- Payments will be made as per the following;

S.N.	DESCRIPTION OF WORKS	LUMP SUM FEES
1	Draft Third Party Validation (TPV) Report	
2	Final Third Party Validation (TPV) Report	
<b>Total</b>		

**CLAUSE – 09: ADDITIONAL SERVICES**

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 scope of additional services and the payments thereof will be mutually agreed by issuing an addendum to the Contract. The payments will also be made as per the Clause – 08.

**CLAUSE – 10: FORCE MAJEURE**

The term "Force Majeure" shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other

Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues.

Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

## **CLAUSE – 11: DISPUTE RESOLUTION**

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

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

For and on behalf of

\_\_\_\_\_

**(CLIENT)**

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_

**(CONSULTANTS)**

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

**Witness**

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**Witness**

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_