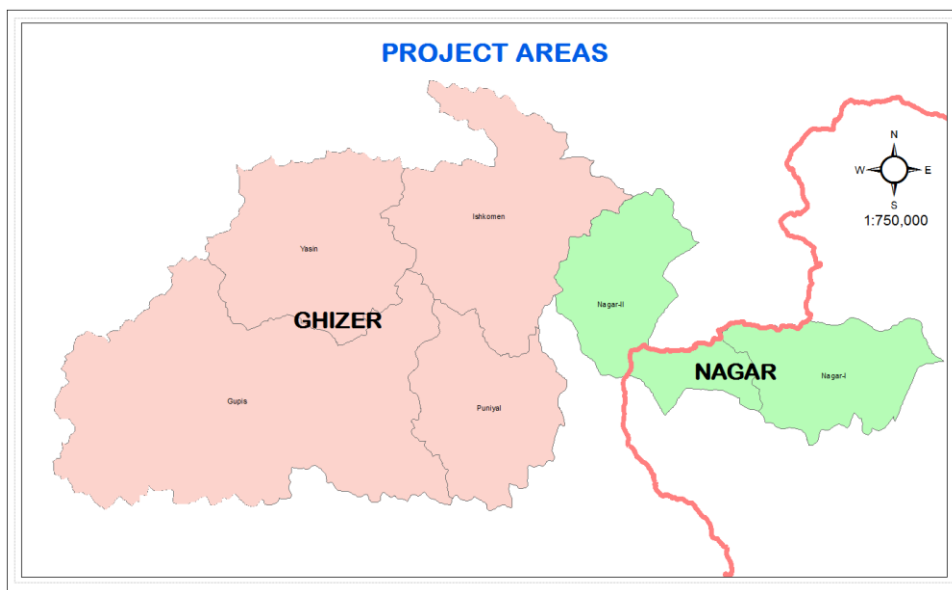




GOVERNMENT OF GILGIT-BALTISTAN

**REQUEST FOR PROPOSAL (RFP)**

**HIRING OF CONSULTING FIRMS/CONSULTANTS**



**PLANNING AND DEVELOPMENT DEPARTMENT**

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## **INSTRUCTION TO BIDDERS**

### **GENERAL TERMS OF BIDDING**

- 1.1 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the P&D Department, Gilgit-Baltistan and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are instructed to treat all information as confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The P&D Department, Gilgit-Baltistan is not liable to return any Bid or any information provided along therewith except specifically mentioned.
- 1.2 The P&D Department, Gilgit-Baltistan reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Documents. Failure of the P&D Department, Gilgit-Baltistan to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the P&D Department, Gilgit-Baltistan there under.
- 1.3 In case of a joint venture, the members thereof should furnish a Power of Attorney in favor of the Lead member. Any change in composition of the joint venture shall not be permitted. One firm can only submit proposal under one Joint Venture. Any duplication will lead to disqualification.
- 1.4 The Bidder should submit a Power of Attorney, authorizing the signatory of the Bid to commit the Bidder.
- 1.5 The Bidder shall provide all the information sought under this RFP. The P&D Department, Gilgit-Baltistan will evaluate only those Bids that are received in the required formats and complete in all respect duly signed by the authorized signatory of the JV.
- 1.6 The P&D Department, Gilgit-Baltistan reserves the right to reject any Bid and forfeit the Earnest Money if:
  - (a) At any time, a material misrepresentation is made or uncovered, or
  - (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the P&D Department, Gilgit-Baltistan for evaluation of the Bid.
- 1.7 The Earnest Money shall be forfeited by the P&D Department, Gilgit-Baltistan as mutually agreed genuine pre-estimated compensation and damages payable to the P&D Department, Gilgit-Baltistan for, inter alia, time, cost and effort of the P&D Department, Gilgit-Baltistan without prejudice to any other right or remedy that may be available to the P&D Department, Gilgit-Baltistan hereunder or otherwise, under the following conditions:

- a) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice
  - b) If a Bidder withdraws its proposal during the period of proposal validity as specified in this RFP;
  - c) In the case of Selected Bidder, if it fails within the specified time limit to sign the Contract Agreement.
- 1.8 Notwithstanding anything contained in this RFP, the P&D Department, Gilgit-Baltistan reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, as per PPRA Rules.
- 1.9 At any time prior to the deadline for submission of Bids, the P&D Department, Gilgit-Baltistan may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 1.10 The P&D Department, Gilgit-Baltistan may, in its sole discretion, extend the proposal submission due Date.
- 1.11 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the P&D Department, Gilgit-Baltistan prior to Proposal Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Proposal Due Date.
- 1.12 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.
- 1.13 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- 1.14 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process. The P&D Department, Gilgit-Baltistan will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The P&D Department, Gilgit-Baltistan may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority.
- 1.15 The Bidders shall be responsible for all of the costs associated with the preparation and submission of their proposals and their participation in the Bidding Process. The P&D Department, Gilgit-Baltistan will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 1.16 Proposals received by the P&D Department, Gilgit-Baltistan after the specified proposal submission date and time shall not be eligible for consideration and shall be summarily

rejected.

1.17 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the (Letter of Award) LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the P&D Department, Gilgit-Baltistan shall reject a proposal, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the P&D Department, Gilgit-Baltistan shall forfeit and appropriate the Earnest Money or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the P&D Department, Gilgit-Baltistan towards, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the P&D Department, Gilgit-Baltistan hereunder or otherwise.

1.18 Following information shall also be submitted with the Technical proposal;

- I. Letter of Application
- II. JV agreement of foreign firm with local PCATP registered Town Planning consulting firm/s.
- III. Company Registration of both local and foreign firms.
- IV. National Tax Number (NTN) of the local firm
- V. Company Profile & Organization Structure of all & JV Partners (Incase JV is involved)
- VI. Copy of the latest audited financial statement of all JV Partners (Incase JV is involved)

1.19 Only those international firms will be eligible which are not blacklisted/debarred by any procuring agency/Law.

1.20 Separate bid for Nagar and Ghizer will be submitted and each will be separately evaluated.

## **LETTER OF INVITATION (LOI)**

Re: Proposal for Consulting Services for preparation of Master Plans of Nagar and Ghizer, Gilgit-Baltistan

### **2. INTRODUCTION**

- 2.1 You are hereby invited to submit a technical and a financial proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet.
- 2.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 2.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client).
- 2.4 The Client (P&D Department, GB) has been entrusted the duty to implement the Project as Executing Agency by the Government of Gilgit-Baltistan).
- 2.5 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 2.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining necessary permissions needed to carry out the services, and make available relevant project data and reports.
- 2.7 Please note that:
  - i) The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and
  - ii) The Client is not bound to accept any of the proposals submitted.
- 2.8 An invitation to submit proposals has been sent to the firm as listed / stated in the Data Sheet.

### **3. DOCUMENTS**

- 3.1 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet.
- 3.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Fourteen (14) days before the proposal submission date. Any request for clarification in writing, or by email shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by email or in writing to such requests.
- 3.3 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by email to all consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

### **4. PREPARATION OF PROPOSAL**

- 4.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in English language.

#### **Technical Proposal**

- 4.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.
- 4.3 During preparation of the technical proposal, you must give particular attention to the following:
- i) If you consider that your firm does not have all the expertise for the Assignment you may obtain a full range of expertise by associating with other firms or entities.
  - ii) Subcontracting part of the Assignment to other consultants if considered desirable; the same sub-consultant may be included in several proposals, subject to limitations in the Data Sheet.
  - iii) The deployment of key professionals required for the Assignment should be mentioned in your technical proposal in line with requirements mentioned in the Terms of Reference.
  - iv) Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.
  - v) No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - vi) All reports must be in the English Language.
- 4.4 Your technical proposal shall provide the following and any additional information, using the formats attached in Appendix I:

I-From-1

I-Form-2 A brief description of the Consultant's organization and an outline of recent (not older than Twenty years) experience on assignments/projects related to the development planning of major cities. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

I-Form-3 A list of projects presently being undertaken by the Firm and expertise- wise total number and number of staff deployed on the projects being presently under-taken.

I-Form-4 Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.

I-Form-5 Any comments or suggestions on the TOR;  
The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.

I-Form-6 CVs recently signed by the proposed key professional staff or an authorized manager in the consultants head office. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.

I-Form-7 A monthly work plan, illustrated with a bar chart of activities and graphics to show the firm's planning to undertake the assignment.

I-Form-8 A schedule for completion and submission of all reports/deliverables.

I-Form-9 A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.

The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.  
Any additional information as requested in the Data Sheet.

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

**Financial Proposal**

4.6 The financial proposal should include all the costs associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. The financial proposal should be in Pak Rupees only. Your financial proposal should be prepared using the formats attached as Appendix II.

4.7 The financial proposal shall also take into account the professional liability as provided under the relevant Laws.

4.8 Costs shall be expressed in Pak Rupees only.



## **5. SUBMISSION OF PROPOSALS**

- 5.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 5.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be numbered and initialed by the person or persons signing the proposal.
- 5.3 The proposal shall contain no interlineations or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 5.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 5.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

## **6. PROPOSAL EVALUATION**

### **Quality cum Cost Based**

#### **Selection**

- 6.1 A Single Stage, two-envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score, as indicated below:

#### **Technical Proposal**

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

### **Financial Proposal**

- 6.3 The financial proposals of all the qualifying consulting firms (on the basis of evaluation of technical proposals) shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- 6.4 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal ( $F_m$ ) among the technically qualified firms shall be given a financial score ( $S_f$ ) of 100 points. The financial scores of the proposals shall be computed as follows:

$$S_f = \frac{100 \times F_m}{F}$$

F

(F = amount of specific financial proposal)

- 6.5 The combined score of the technical and financial proposals shall be 100, out of which 80% weightage shall be given to the technical proposal and remaining 20% weightage shall be allocated to the financial proposal.
- 6.6 Proposals, in the quality cum cost based selection shall finally be ranked 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  $T+P=1$ ) indicated as below:

$$S = (S_t \times 0.8) + (S_f \times 0.2)$$

(S= combined score)

- 6.7 The proposal securing the maximum combined score shall be declared as “Best Evaluated Bid” and the firm submitting the best evaluated bid shall be declared as “The Successful Consultant”.

## **7. NEGOTIATION**

- 7.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing, by registered letter, email and invite it to negotiate the Contract.
- 7.2 The aim of negotiation is to reach an agreement on all points and conclude a draft contract.
- 7.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.
- 7.4 Negotiations shall be held to the extent permissible under the applicable rule and regulations.

- 7.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal or with the replacement of equally competent staff. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff due to health, visa or any other reasons.
- 7.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.
- 8. AWARD OF CONTRACT**
- 8.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/initialing of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected.
- 8.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

DATA SHEET

- 1.1 The name of the Assignment is **Master Plans of Nagar and Ghizer, Gilgit-Baltistan**.  
The name of the Client is **P&D Department, Gilgit-Baltistan), Pakistan**.
- 1.2 The Government of Gilgit-Baltistan has approved a project to undertake master plans (District Development Plans) of Nagar and Ghizer, Gilgit-Baltistan with the following objectives:-
  - 1.3 Preparation of village development plans of Nagar and Ghizer which consolidate into District development plans of both the districts.
  - 1.4 Introduction and Brief Historical Background of Nagar and Ghizer
  - 1.5 Study of Physical Characteristics (Location, Topography, Hydrological Setup and Climate).
  - 1.6 Study of Socio-Economic Features
  - 1.7 Study of Employment, Industry and Commerce and formulation of plans to improve jobs and livelihood of local people.
  - 1.8 Study of community participation framework and practices and formulation of plan to integrate local communities in planning processes
  - 1.9 Land Use and Land Development Plan
  - 1.10 Plan for Housing
  - 1.11 Master plan for Planning and Zoning
  - 1.12 Building Regulations and By Laws
  - 1.13 Transportation and Traffic Management Plan
  - 1.14 Design guidelines for Community Facilities (Education, Health, Recreational Facilities, Fire Fighting, Religious Buildings, Graveyards, Slaughter-House)
  - 1.15 Physical Infrastructure Assessment and Planning (Water Supply, Sewerage System, Solid Waste Management System, Flood/Storm Water Drainage System)
  - 1.16 Governance improvement plan for public utilities
  - 1.17 Master Plan for Public Utilities (Electricity, Telephone/ Communication Lines)
  - 1.18 Flood Protection Plan
  - 1.19 Environmental Plan
  - 1.20 Integration of ADP and District Development Plans
  - 1.21 Draft Feasibility Study Report
  - 1.22 Cross sections and designs
  - 1.23 Final Feasibility Study Report
- 1.24 Phasing of the Assignment (if any): NA

1.25 Pre-Proposal / Bid Conference will be held as per the advertisement: Yes.

1.26 The Client shall provide the following inputs: Assist the Consultant in obtaining the required regulatory approvals and acquisition of data from concerned government agencies.

1.27 The Documents are: Instruction to bidders, Letter of Invitation along with Data sheet, Terms of Reference & Draft Form of Contract

1.28 The address for seeking clarification is:

**Deputy Chief (Works Sector),  
Planning and Development Department,  
Gilgit-Baltistan Secretariat,  
Telephone: +92-5811-920432,  
+92-5811-920215**

2.1. (i). The same sub-consultant may participate in several proposals

Yes X \_\_\_ No \_\_\_

(ii). Proposed key staff shall give signed consent to be employed with the consultants for at least six months after getting the project,

(iii). The minimum required experience of proposed Key staff is as per TOR

2.2. (i). Minimum 2 training sessions/visits to any successful model city may be included.

The cost of such training to be reimbursed as per actual to the consultant.

(ii). Additional information in the technical proposal includes as per TOR.

2.3. Professional liability, insurances as per applicable laws of Pakistan.

2.4. The number of copies of the Proposal required is: One original and one copy.

The address for proposal submission is :

**Deputy Chief (Works Sector),  
Planning and Development Department,  
Gilgit-Baltistan Secretariat,  
Telephone: +92-5811-920432,  
+92-5811-920215**

2.5. The date and time of proposal will be as per Advertisement.

2.6. Validity period of the proposal is **120 days** after submission as per Advertisement.

2.7. The points given to each category of evaluation criteria are:

**Criteria and Sub-criteria**

	<u>Points</u>
(1) Specific experience of the Consultants relevant to the assignment:	<b>[350]</b>
1.1. Master Planning/Village Development Plans/District Development Plans/Sector Plans in last 10 years (maximum 50 marks for each project, maximum 200 marks)	200
1.2. Relevant urban and development planning projects including community and private partnerships in last 10 years (maximum 20 marks for each project, maximum 50 marks)	150
(2) Adequacy of the proposed methodology and work plan in response to the Terms of Reference:	<b>[200]</b>
2.1. Understanding of the project objectives and scope of assignment.	80
2.2. Quality of proposed approach and methodology.	80
2.3. Work Plan and Time Schedule.	20
2.4. Proposal presentation.	50

(3)	Key professional staff qualifications and competence for the assignment: <b>Management Team:</b>	<b>[400]</b>
	<b>Team Lead /Lead Consultant</b>	
	3.1. At least 15 years experience with Masters or higher degree in Urban Planning/Development/Affairs, Regional Development and Development Studies. With minimum MS in Urban Planning or Public Policy/Economics.	100
	3.2. Lead Planning expert with a minimum of 15 years of experience in Development Planning Projects with a graduate degree in urban planning or management	40
	3.3. Lead Infrastructure Expert with a minimum of 15 years of experience in major urban infrastructure project with minimum BS in Infrastructure/Civil Engg. or equivalent	40
	3.4. Lead Transportation Planning Expert with a minimum of 15 years of professional experience in transportation planning projects with minimum BS in City Planning / Masters in Transportation Planning or equivalent	40
	3.5. Urban Design expert with a minimum of 15 years of experience in Urban Design projects with Masters in Urban Design or equivalent	40
	3.6. Lead Urban Economic expert with a minimum of 15 years of experience in economic policymaking with minimum Masters in Finance/Economics or equivalent.	40
	3.7. Lead Environmental expert with a minimum of 15 years of experience in environmental planning projects with minimum Masters in Environmental Sciences /Engg. /Design or equivalent	20

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3.8. Lead GIS expert with a minimum of 15 years of experience in GIS with minimum Masters in GIS or equivalent. 20

3.9. Lead Urban Regeneration expert with a minimum of 15 years of experience in urban renewal projects with BS in City Planning / Urban Design. 20

3.10. Lead Legal expert with a minimum of 15 years of relevant professional experience in framing rules and regulations with minimum LLB or equivalent. 20

3.11. Lead sociologist with a minimum of 15 years of experience in sociology projects with minimum Masters in sociology or equivalent. 20

***Note: The Consultant should propose appropriate relevant staff to support the Key Staff***

(4) Financial Capabilities	
4.1. Average annual turnover PKR. 100 million & above.	50
4.2. Average annual turnover less than PKR. 100 million but more than PKR. 50 Million.	40
4.3. Average annual turnover less than PKR. 50 Million but more than PKR. 30 Million.	30
<b>Total Marks</b>	<b>1000</b>

**Note: The minimum technical score required to pass is: 700 Marks**

**Clause 2.7 (1) at least 50% Marks required to qualify for this bidding.**

**The evaluation of key personnel will be done as per weightages given below:**

Elements	Percentage Marks
i. Academic and General Qualifications	50 % (BS 30%, MS 15% PhD 5%)



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- ii. Professional experience related to the project 50% (30% for relevant experience, 20% for general experience).

2.8. The date, time and address of the financial proposal opening will be communicated after technical evaluation.

2.9. The weights given to the Technical and Financial Proposals are:-

Technical: 0.80

Financial: 0.20

3.0. The Assignment is expected to commence on:-

Date:

Location: Gilgit, Pakistan

### Enclosures

- Instruction to Bidders
- Letter of Invitation along data sheet
- Terms of Reference/background Information
- Sample Forms for:-
- Technical Proposal
- Financial Proposal
- Draft Form of Contract

**STANDARD FORMS  
(TECHINICAL & FINANCIAL)**

**APPENDIX-I**

**TECHNICAL PROPOSAL FORMS**

**Form 1**

**FIRM'S REFERENCE**

**Relevant Services Carried Out in the Last Ten Years  
Which Best Illustrate Qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No. of Staff:
Address:		No. of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current USD/PKR)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
If the Project is undertaken by JV kindly provide the share of the Firm in the JV (JV agreement to be attached)		

Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: Narrative Description of Project

Description of Actual Services Provided by Your Staff

Consultants' Name:

**PRESENT STAFF DEPLOYMENT**

(As of)

**Major Project(s) Presently Undertaken (kindly also provide the cost of services to be provided)**

**Project Name                      Location Associates(s) Share of the firm (in case of JV)**

**Field of Expertise                      Total      Number                      Staff Assigned**  
**Permanent      Staff                      to Above Projects**

**APPROACH PAPER ON METHODOLOGY PROPOSED  
FOR PERFORMING THE ASSIGNMENT**

**COMMENTS/SUGGESTIONS OF CONSULTANT**

**Form 4**

On the Terms of Reference (TOR)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

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

Etc.

- 1.
- 2.
- 3.

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF**

1. Proposed Position:
2. Name of Firm:
3. Name of Staff:
4. Profession:
5. Date of Birth:
6. Years with Firm:
7. Nationality:
8. Membership in Professional Societies:
9. Detailed Tasks Assigned on the Project:
10. Key Qualifications:

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

11. Education:

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

12. Employment Record:

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

13. Languages:-

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

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

Signature of Staff Member

Date:

Day/Month/Year

or:

Authorized official from the firm



**WORK PLAN/ACTIVITY SCHEDULE**

<b>Items of Work/Activities</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>

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**Completion and Submission of Reports (please provide the dates for all the deliverables mentioned in ToR)**

<b>Reports/Deliverables (as per ToR)</b>	<b>Date</b>

RFP: Master Plans of Nagar and Ghizer, Gilgit-Baltistan

**WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL**

Name	Position	Months (in the form of a Bar Chart)									Number of Months
		1	2	3	4	5	6	7	8	9	

Full Time: \_\_\_\_\_  
 Part Time: \_\_\_\_\_

Activities Duration \_\_\_\_\_

Yours faithfully,

Signature \_\_\_\_\_  
 (Authorized Representative)

Full Name \_\_\_\_\_  
 Designation \_\_\_\_\_  
 Address \_\_\_\_\_

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

**1. Technical/Managerial Staff**

Name	Position	Task Assignment

**2. Support Staff**

Name	Position	Task Assignment

**APPENDIX-II**

**FINANCIAL PROPOSAL FORM**

**FINANCIAL PROPOSAL FORM**

**Professional fee as a lump sum amount inclusive of all direct and indirect costs (in PKR) .....(in figure)**

.....(in PKR) in words

**Notes:**

1. The professional fee includes all direct and indirect costs including remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations etc.
2. The above quoted professional fee is inclusive of all the applicable taxes.

**TERMS OF REFERENCE**  
**(TOR)**

**TERMS OF REFERENCE (TOR)**  
**FOR REVIEW OF MASTER PLAN OF ISLAMABAD**

**1. Introduction**

i) The Government of Gilgit Baltistan intends to develop Master Plans for Nagar & Ghizer, and wishes to appoint an interdisciplinary team of specialist consultants or consulting firm led by a Development sector professional. The plans shall be prepared in partnership with the GB- P&DD, District administration, GB-PWD, AKDN, Local Support Organizations, GOGB and other stakeholders. It will provide for justification for decision making, guided growth of the promotion, implementation and timing of all master plan initiatives in the districts.

ii) In Pakistan, large master planning exercises have not been successful due to a variety of reasons, some due to lack of political will, legislation or simply an inadequate administrative and financial system which has not been put in place, as well as bad governance. Land acquisition is still a chronic problem in implementation of master plans with a major role played by land developers. For successful launching and implementation exercise, all the above factors will have to be catered for.

iii) Nagar & Ghizer valleys situated at foothills of mountain towers and provides immense potential for all sort of tourism especially all mountaineering expeditions in Gilgit Region. Almost all tourists headed for treks in Karakoram or Himalaya Ranges arrive in GB and some to these districts.

iv) The Karakoram Highway connects it to Gilgit, Mansehra, Abbottabad and Islamabad in the south. In the north it is connected to Sust to the Chinese cities of Tashkurgan, Upal and Kashgar in Xinjiang. Other than trekking, Nagar & Ghizer are also home to many archaeological, sites and breath-taking valleys and attractive destination.

v) GoGB is also responsible for preparation, implementation and enforcement of schemes for environmental, improvements, housing, urban renewal including slums improvement and redevelopment, solid waste disposal, transportation and traffic, health and education facilities and preservation of objects or places of historical, archaeological, scientific, cultural and recreational importance. The detailed Master Plans are proposed by the governance and development authorities for the development of master plans of Nagar & Ghizer and to cater for its future requirements.

vi) So far no master plans or related activity has been undertaken in the area. Day by day, the target area faces numerous challenges such as:

- a. housing shortage,
- b. spread of houses/settlements irrespective of zoning
- c. Construction of residential areas in vulnerable areas



- d. inadequate water supply,
- e. poor transportation system,
- f. traffic congestion,
- g. traffic issues,
- h. solid waste management,
- i. parking issues especially during peak tourist season,
- j. the hazards emanating from power supply companies,
- k. civil work infrastructure,
- l. deteriorating landscape,
- m. unplanned urban centers,
- n. non-existence of play areas and leisure areas,
- o. haphazard urbanization,
- p. non existence of sewerage system
- q. absence of business and employment centers
- r. Ineffective development control etc.
- s. Lack of building and urbanization codes and regulations to implement them.

Issues of strategic significance have cropped up such as axis of future growth, overall urban design and configuration of commercial areas, expansion of administrative, sustainable Management of Natural resources e.g. streams, green spaces and other ecological features. To cope with all above, it is imperative to prepare master plans of Nagar and Ghizer Districts. Basically, Master plans would be consolidation of village development plans.

The Government of Gilgit-Baltistan has therefore decided to prepare Master Plans of Nagar and Ghizer through Planning and Development Department. The main Terms of Reference broadly will be achieved by consulting with District Administration, LSOs, Departments and the community on how to ensure progress in future sustainability and promoting delicate environment. Future of these regions will heavily depend on tourism. Therefore, ensuring development based on a scientifically prepared document/master plans/village development plan would ensure sustainable development.

Basically this exercise is being undertaken to ensure that development process and development program is aligned with sustainable development wherein the development would be carried out to ensure that :

- Social service delivery is optimized
- Environment is protected by managing sewerage system, solid waste management,
- Creating a business center that generates employment,

- promoting an environmentally friendly local transport system,
- Ensuring that local produce is linked with value chain through online ICT platforms.
- Community tourism is promoted by providing opportunities to all to raise their incomes,
- That blue prints and instructions are given for each Public sector investment whether it is power sector investment, civil infrastructure investment or LG&RD government investment.
- That play areas are clearly defined through zonation.
- That model of a most livable city center contours be aligned with village development plans/master plans.
- Recommendations for the involvement of private sector and community participation in each sector be given.
- Proposal for the future development and aligning the master plan in short term, medium term and long term plans.

## **2. Scope of Services**

2.1. The Consultants shall provide the necessary planning services required for the final Plans, Regulations & Action programmes as per TOR and this Scope of Work. The services shall include all investigations, studies, surveys, maps, reports, documents etc. The scope of work shall be carried out in a manner compatible with the sound urban design, planning and management practices and shall include, but not limited to the scope as stipulated further in this Terms of Reference.

2.2. The Consultants shall be required to collect and submit such information, data and services as may be necessary for the preparations of Master Plans, Action Programmes and Regulation.

2.3. The Consultants are expected to conduct following studies for review and preparation of Master Plan to identify the existing situation and future forecasting:-

### **A. Long Range Regional Plan**

- i. Development of district development vision
- ii. Identifying area specific problems through community participation
- iii. Identification of potentials, and constraints for regional development planning.
- iv. Key Diagrams illustrating Options for Strategic Spatial Development.
- v. Assessment of the Spatial Options by applying Sustainable Development criteria.
- vi. Institutional and Implementation Requirements.

## **B. Framework for District Headquarters**

- i. Structure Diagrams showing Intensification, Extension along with local infrastructure alignments and capacities.
- ii. Assessment of the Development Patterns by applying Sustainable Development criteria.
- iii. Institutional and Implementation Requirements.

## **C. Nagar and Ghizer Master Resilience Plans**

- i. Natural Assets Inventory and Assessment
  - a. Maps of Hydrology, Wind Patterns, Springs, Natural Streams, Wetlands, National Parks, Game Reserves, Wildlife Sanctuaries, and so on.
  - b. Identification of Threats to above and Proposed Protection and Enhancement Measures.
  - c. Optimization of City resources and utilization for efficient service delivery.
- ii. Cultural Assets Inventory and Assessment
  - a. Maps of Archeological Sites, Galleries, Iconic Buildings and Libraries, Museums, Sports Facilities, tourism attractions and so on.
  - b. Proposed Protection and Enhancement Measures.
- iii. Demographic Studies
  - a. Conduct demographic survey focusing on age, gender, urban, rural, population, livelihood, tenancy, utilities available, income level, education etc. or readily available aesthetic data may be used.
  - b. Analysis of the existing population distribution patterns and future Population projections under high, medium and low scenarios, by age, sex, and urban and rural residence.
  - c. Projections of groups with specific interests, such as cohorts seeking higher education, persons with special needs, and so on.
- iv. Demand Forecasts under the demographic scenarios
  - a. Livelihoods by economic sector and activity.
  - b. Housing needs and land requirements under high, medium and low Floor Area Ration (FAR) and plot coverage. Analysis of existing Government accommodation and future needs. Affordable housing including condominium, slum up-gradation policy, rules and regulations.
  - c. Education infrastructure needs under public, private sector and mixed supply.

- d. Health care, community facilities and utility infrastructure needs by levels and by sector.
  - e. Water supply with and without demand management, conservation, rainwater harvesting, and recycling.
  - f. Sanitation and effluent treatment under centralized and decentralized options.
  - g. Solid waste management under traditional and innovative approaches.
  - h. Modern transportation system, electronic vehicles, low-carbon transportation options, park & ride facilities and existing electric infrastructure along the roads can be used to transform into local transport system.
  - i. Road safety provisions, rules & regulations to ensure safe access of pedestrians; particularly especially abled person.
  - j. Communications (transport, electronic) infrastructure needs under different scenarios.
  - k. Energy needs under different scenarios and examine possible innovative options (hydro power potential, renewable energy production, etc.).
  - l. Local food production under traditional and innovative approaches (e.g. urban agriculture, etc.).
  - m. Local economy, employment and industrial development options under different scenarios.
  - n. How to manage and standardizing sign boards, bill boards etc.
  - o. Identification of sites for sightseeing.
  - p. Identification of sites for construction of monuments.
- v. Preference and Acceptability Studies
- a. Preferences for housing types. Whether old settlements can be encouraged and seeking opinion. For migrant people where to construct (single and block units, walk up apartments, high rise towers, etc.) in residential and mixed use sectors.
  - b. Preferences for neighborhood/central recreational facilities among children by gender.
- vi. Urban Design Studies
- a. Explore urban design options under different scenarios of densification for the existing and future built-up area (central / commercial areas and sectors - new ones and regeneration of existing sectors) with the concept of 'low-rise, high density, compact and mixed-use development'. Urban regeneration and dynamic

central business district

- b. Analyse and assess the potential and value of such urban design (especially for urban centers) options to address challenges in a multi-dimensional way: e.g. increase capacity for absorbing demographic growth in a sustainable way, mitigate sprawl, increasing affordability, increasing revenue / tax base for improving and enhancing infrastructure and services, increasing urbanity and proximity in the urban area, quality of public spaces and social cohesion, protecting the environment and green open spaces, and so on.
  - c. Planning & development of innovative public spaces integrated with pedestrian as well as bicycle networks & walk ability /lighting analysis.
  - d. Assessment of the impact of the digital revolution on the functional aspects and identity of the city and implementation of the smart city concept.
  - e. Integrated urban safety & security system.
- vii. Finance and Value Capture Studies
- a. Willingness to pay/willingness to accept by income classes for housing, water supply, sanitation, and solid waste management services.
  - b. Identification of optimal areas for public investment in order to maximize economic returns on investment
- viii. Land Resource Studies
- a. Existing land ownership system
  - b. Existing Land Acquisition policy and compensation and forecasting of future land requirement
- ix. Institutional and Organizational Capacity Building for Master Plan Implementation
- a. Review existing local government, municipal laws and P&D Department, Gilgit-Baltistan (PC-Is proformas and enclosures) laws, rules, regulations, and by-laws, and propose amendments therein.
  - b. Proposals regarding institutional mechanisms and organizational capacity building for implementation of the Master Plan, Detailed Action Programmes, and Regulations.
- x. Seismic Micro Zonation Study
- i. Identify fault lines, and soil types and their correlation with seismic behavior (existing HVRA studies recommendations may be used with reference).
  - ii. Impact of fault lines on the existing and future development of the city.

- xi. Flood analysis study
  - a. Flood profiling
  - b. Flood inundation mapping including identification of maximum flood level
  - c. Impact of climate change, and proposals & strategies to mitigate flooding hazard.
- 2.8. Based on the above studies and findings the Consultant shall develop Digital Modelling for scenario modeling and informed decision making.
- 2.9. Three sets of printed and soft copies of above studies mentioned in clauses 2.6, 2.7& 2.8 along with all GIS analysis, Transport data or any other primary and secondary information gathered by the consultant will be furnished to the client at the time of submission of draft master plan.
- 2.10. Based upon the findings of the aforementioned reviews and analysis, the consultants shall develop a list of strategic issues as part of the Master Plan review.
- 2.11. The Consultants shall provide action programme to address the strategic issues for next 20 years and prepare short term plan or phased programme for 5 years. The detailed action programmes must address the following issues:-
  - i. Strategy for possible regularization of illegal and unauthorized construction and measures to address haphazard urban sprawl.
  - ii. Commercial area up gradation using ‘compact, high-density and mixed-use’ urban design approach.
  - iii. Trunk infrastructure improvement plan.
  - iv. Sustainable supply and management of water, energy, and food systems at different scale levels (household and neighborhood and regional).
  - v. Community facilities including parks, playgrounds, graveyards etc.
  - vi. Institutional facilities improvement including education, health, social and cultural buildings.
  - vii. “Comprehensive Mobility Plan” for the multi-modal development of pedestrians, bicycle, mass transit and vehicular traffic infrastructure. The plan shall also meet the transportation requirement including identification of terminals for various modes of transportation.
  - viii. Sustainable Urban design of new and existing sectors (regeneration).
  - ix. Tourism development plan including archeology, art galleries, museums and entertainment centers.
  - x. Detailed Plan for environmental management focusing on solid waste management, protection of natural streams and improvement of air quality.
  - xi. Development of smart and sustainable plan incorporating energy efficiency.

- xii. Climate Change Action Programme.
  - xiii. Recommendations for conservation and enhancement of local agriculture, flora and fauna.
  - xiv. Institutional strengthening framework for implementation of the Master Plan.  
Financial Plan including City Business Modes including revenue generation and resource mobilization.
  - xvii. Mechanism for Public Private Partnership in City Planning & Development.
- 2.12. The consultant shall also review and propose amendments to the existing laws, rules, and regulations for implementation of the proposed Master Plans also provide city land & housing policy, rules and regulations
  - 2.13. The Consultants shall coordinate their work with different local agencies /authorities of the area for understanding and assimilating their view point towards formulating their proposals. The consultant shall conduct public consultation with general public, technical experts, DCs, LSOs, AKDN Institutions, builders, media, civil society, ministries, local political representatives, NGOs etc. The consultation may be held in the shape of conferences, workshops, talk shows, meetings etc. In formulating the future policies opinions of stake holders may be incorporated.
  - 2.14. Within 15 days from the date of award of the consultancy services, the consultant shall submit a detailed work plan for approval for completion of assigned work within the stipulated Time Period and shall also establish office facilities in Islamabad. The consultant shall also submit Monthly progress report to the Client showing progress of various planning activities.
  - 2.15. The Consultants shall develop three (3) alternative planning proposals with the recommendations for submission to the Client.
  - 2.16. Based on the approved proposals the consultant shall prepare Master Plan, Regulations and Action Programmes incorporating all the pertinent details acquired in the previous stages of the study.
  - 2.17. The Consultants shall engage specialized firms for any aspect for which they do not possess the requisite expertise. The cost of such services shall be borne by the Consultants and it shall be deemed to be included in their financial proposal.
  - 2.18. The consultant shall develop a plan for community and stakeholders engagement during the preparation of master plan.
  - 2.19. The Consultant should specify the number of public meetings, open houses, workshops or other events to be held during the project process.
  - 2.20. The consultant shall give presentations and attend meetings with citizens, developers, elected officials and other stakeholders during the planning process.

### **3. Deliverables**

#### **1. Key Deliverables**

The consultants shall submit 10 hard copies and 10 soft copies on CDs of the following deliverables to the client:

- A. Preliminary Report.
- B. Proposals of the following as mentioned in 2.15

- i. Draft Final Report-Long Range Regional Development Plan and maps.
  - ii. Draft Final Master Plans and maps for District Headquarters.
- C. Upon completion and approval of the proposals, the Consultants shall submit to the client thirty (30) sets of the final report including all of its annexure. The final report shall include but not limited to the following:
- i. Final Report Long Range Regional Development Plan and Maps.
  - iii. Final Report of District Headquarter Master Plan and Maps.

## **2. Miscellaneous Deliverables**

The consultant shall submit 10 hard copies and 10 soft copies on CDs (including shape files) of the following deliverables to the client:

- a. Revised Zoning Development Plan of Nagar and Ghizer along with the proposed regulations limiting use of agricultural lands for built ups etc.
- b. Detailed Land-use Plans, Action Programmes , Byelaws and implementation plans for the following as mentioned in 2.11:-
  - i. Housing including affordable and low cost housing
  - ii. Commercial
  - iii. Industry & Trade
  - iv. Water supply, Sewerage, drainage, Solid Waste Management
  - v. Un-regulated and un-authorized development.
  - vi. Community Facilities (Parks, Playgrounds, Graveyards, Landfill Site, Sewerage Treatment Plant, etc.)
  - vii. Utility Services
  - viii. Institutions (Educational, Health, Social, Cultural, Religious etc.)
  - ix. Water Resources
  - x. Energy (hydro power, smart grid, renewable, etc.)
  - xi. Food production (incl. urban agriculture)
  - xii. Roads, transportation network, terminals,
  - xiii. Hydrology, springs, Natural Streams, Wetlands.
  - xiv. Archeology, Tourism, Art galleries, Museums, Libraries, Exhibition grounds, Sports activities, etc.
  - xv. Sustainable Urban design strategies
  - xvi. Strategic urban projects
  - xvii. A Detailed Micro-Zonation Study Report.
- c. Three sets of printed and soft copies of studies mentioned in clauses 2.6, 2.7 & 2.8 along with all GIS analysis, digital maps and data or any other primary and secondary information gathered by the consultant.
- d. The Consultant shall arrange formal training for the staff of P&D Department, Gilgit-Baltistan for the capacity building with respect to all software including GIS applications for optimum utilization of the project documents.

## **4. Time Period**



The final proposals and documents shall be completed and submitted within the following Time Period from the date of award of consultancy services:

- |  |          |
|--|----------|
| a. Submission of Preliminary Report as mentioned in 3(1)A    | 60 days  |
| b. Submission of Draft Final Report as mentioned in 3(1)B    | 180 days |
| c. Submission of Final Proposal as mentioned in 3(1)C & 3(2) | 270 days |

**5. Payment Schedule**

Payment shall be made to the Consultant after approval of the competent authority, as per following schedule:-

- |  |     |
|--|-----|
| i. On submission of Preliminary Report                           | 10% |
| ii. On approval of Preliminary Report                            | 10% |
| iii. On submission of Draft Final Report                         | 25% |
| iv. On approval of Draft Final Approval                          | 20% |
| v. On submission of Final Report along with all relevant details | 35% |

**STANDARD FORM OF CONTRACT  
FOR  
MASTER PLANNING CONSULTANCY SERVICES**

**LUMP SUM ASSIGNMENTS**

**Available PPRA website ([www.ppra.org.pk](http://www.ppra.org.pk))**

**(Harmonized with PPRA Rules)**

**CONTRACT FOR MASTER PLANNING CONSULTANCY SERVICES**

**Between**

**(NAME OF THE CLIENT)**

**And**

**(NAME OF THE CONSULTANTS)**

**For**

**(BRIEF SCOPE OF SERVICES) (NAME OF PROJECT)**

**Month and Year**

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## FORM OF CONTRACT

*[Notes: 1. Use this Form of Contract when the Consultants perform Services as Sole Consultants.*

*2. In case the Consultants perform Services as a Member of the joint venture, use the Form included at the end.*

*3. All notes should be deleted in the final text.]*

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_ day of \_\_\_\_ month) of \_\_\_\_ (year), between, on the one hand (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) the General Conditions of Contract;
  - (b) the Special Conditions of Contract;
  - (c) the following Appendices:

*[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below/next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A : Description of the Services  
Appendix B : Reporting Requirements  
Appendix C : Key Personnel and Sub-consultants  
Appendix D : Breakdown of Contract Price in Foreign Currency  
Appendix E : Breakdown of Contract Price in Local Currency  
Appendix F : Services & Facilities to be Provided by the Client  
Appendix G: Integrity Pact (for Services above Rs. 10 million)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of

Witness	(CLIENT)
Signatures	Signatures
<hr/>	
Name	Name
<hr/>	
Title	Title
<hr/>	
	(Seal)

For and on behalf of

Witness	(CONSULTANTS)
Signatures	Signatures
Name	Name
<hr/>	
Title	Title
<hr/>	
	(Seal)

## 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 Sub-consultant 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) "Sub-consultant" 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 Sub-consultant; 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, 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.

### **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 Sub-consultants 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

Sub-consultants 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 Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.3 Confidentiality**

The Consultants, their Sub-consultants, 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 herein below.

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

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

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

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first

para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

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

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', 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 Sub consultants 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 Sub consultants 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 Sub-consultants 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 therefore, 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, Sub-consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants 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 Contract;
- (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, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

#### **5.1.2 Co-ordination**

The Client shall:

- (a) co-ordinate 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) co-ordinate 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, Sub-consultants 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 break-up 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 there under 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 Sub-consultants, 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 Sub-consultant, 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 Sub-consultant, 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

No. Amendments of, and Supplements to, Clauses in the General Conditions of GC of Contract Clause

#### 1.1 Definitions

(p) "Project" means Review of Master Plan of Islamabad Pakistan (2020-2040) for which, services of Consultants are required.

#### 1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Deputy Chief, Works Sector, P&D Department, Gilgit-Baltistan

Telephone	0092-5811-920432
Facsimile	0092-5811-920215
E.Mail	

For the Consultants:

(Name of Project Manager)  
(Project)  
(Address)

Telephone	
Facsimile	
E.Mail	

#### 1.7 Taxes and Duties

[Note: To be included in this Sub-Clause as agreed with the Client.]

*The Consultants shall be responsible for payment of all applicable taxes and duties. The contract price shall be inclusive of all the applicable taxes and duties.*

### **1.8 Leader of the Joint Venture**

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

*[Note: If the Consultants do not consist of more than one entity, the Sub-Clause 1.8 should be deleted.]*

### **2.1 Effectiveness of Contract**

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

### **2.3 Commencement of Services**

The Consultants shall commence the Services within **fifteen (15)** days 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 period of completion of Services shall be **270** days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before .....

"Completion of Services" means Submission of Final Report of Master Plan (2020-2040) along-with all relevant reports and documents

### **3.5 Insurance to be taken out by the Consultants**

The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Sub-consultants or their Personnel, with a minimum coverage as per applicable law.
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

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

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

### **5.1.1 Approvals**



The client shall, in writing, accord approval of the deliverables which are required under the terms and conditions of this contract, immediately but not later than twenty eight days (28) days from the date of their submission by the consultant. If the competent authority does not accept the deliverables, the competent authority shall notify, in writing, the consultants and the consultant shall submit his answers to comments/notification as well as a revised iteration of the respective deliverables within seven (07) days of receipt of the said comments/notification from the competent authority. In case the competent authority is not satisfied with answer provided in reply of the comments/notification or with the revised iteration of the respective deliverables or both, the competent authority within seven (07) days shall notify the consultant of its objection with respect to the same and the consultant shall have a period of fourteen (14) days to remedy/rectify the objection till satisfaction of the competent authority. In case the consultant is unable to remedy the defect after being provided to opportunity for the same the competent authority shall be entitled to reject the deliverable as whole. The deliverables shall only be approved once the competent authority has provided to the consultant its final written approval of the submitted deliverables.

For the evidence of doubt the deliverables shall not be deemed as approved unless all the objections raised by the competent authority have been properly addressed/ rectified as per the competent authority satisfaction and further the competent authority is satisfied with the revised deliverables provided to it by the consultant.

The consultant will be bound to make presentation before the competent authority and client for approval, whenever required by the client.

The payment should be made after the approvals process, as stated above.

## 6.2 Contract Price

- (a) The payment shall only be made in Pakistani Rupees. The amount in Pakistani Rupees is -----

## 6.3 Terms and Conditions of Payment

*[Note: Terms and Conditions of Payment provided below is meant for sample reference. This should be edited on case to case basis as per scope of work of the engineering consultancy services of the specific project.]*

### For Planning and Design

Payments shall be made according to the following schedule:

RFP: Master Plans of Nagar and Ghizer, Gilgit-Baltistan

i.	On submission of Preliminary Report	10%
ii.	On approval of Preliminary Report	20%
iii.	On submission of Draft Final Report	35%
iv.	On approval of Draft Final Approval	20%
v.	On submission of Final Report along with all relevant details	15%

**Total**                    **100% Rs.**

*[Note:-Security deposit of 5% on each payment will be held/ retained by the client. It will be released on reported satisfactory performance as determined by the client after successful completion of assignment period]*

**6.4 Period of Payment**

(a) No advance payment shall be made.

**6.5 Delayed Payments**

Clause 6.5 is deleted.

**IV APPENDICES**  
**Appendix A**

**Description of the Services**

[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.]

AS PER TEREMS OF REFERENCE

## **Appendix B**

### **Reporting Requirements**

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports:

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal; etc. If no reports are to be submitted, state here "Not applicable".]

- Fortnightly progress report
- Monthly briefing by professional experts of the consultant to P&D Department till the finalization of the project.
- Inception Report including detailed work plan, methodology and time lines.
- Preliminary Report
- Detailed Studies and Action Plans as per Terms of Reference
- Draft Final Report
- Final Report

## **Appendix C**

### **Key Personnel and Sub-consultants**

[List under: C-1 Title [and names, if already available], activities of job descriptions of key Personnel to be assigned to work and staff-months for each.

C-2 List of approved Sub-consultants (if already available); same information with respect to their Personnel as in C-1.]

## **Appendix D**

### **Breakdown of Contract Price in Foreign Currency (NOT APPLICABLE)**

[List here the elements of cost used to arrive at the breakdown of the Contract Price-foreign currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure.
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2)

***Note:***

***This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]***

## **Appendix E**

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

[List here the elements of cost used to arrive at the breakdown of the Contract Price-local currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.

***Note:***

- 1. This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]*

## Appendix F

### Services and Facilities to be Provided by the Client (NOT APPLICABLE)

The Client shall make available the following Services and Facilities:

#### 1. Services and Facilities of the Client

The Client shall make available to the Consultants, Sub-consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property, at the times and in the manner specified hereunder:

(a)

(b)

(b) Rent will be charged by the Client only for the family status accommodation provided to the Personnel, in the Client's colonies, at the following rates:

<u>Type of Accommodation</u>	<u>Monthly Rent (Rs)</u>
------------------------------	--------------------------

(c) No rent will be charged for single status residences provided by the Client to the Personnel.

#### 2. Lodge Accommodation

If requested by the Consultants, the Client shall provide lodge accommodation, if available, to all Personnel of the Consultants or the Sub-consultants when on visit to various parts of the Project area or any other station where such facilities or the lodge accommodation of the Client exists (and provided that the Personnel of the Consultants or the Sub-consultants visit that place in connection with the Project) under the same terms and conditions as the Client's staff is entitled.



**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 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: ..... Name of ..... of  
Seller/Supplier: ..... Signature: ..... Signature:  
..... [Seal]  
[Seal]

**CONTRACT FOR PLANNING CONSULTANCY SERVICES**

**LUMP SUM REMUNERATION**

**between**

**(NAME OF THE CLIENT)**

**and**

**(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)**

**for**

**----- (BRIEF SCOPE OF SERVICES)**

**OF ----- (NAME OF PROJECT)**

**Month and Year**

**----- (NAME OF THE JOINT VENTURE OF THE CONSULTANTS)**

**\_\_\_\_ (Name of Individual Consultants)**

**\_\_\_\_ (Name of Individual Consultants)**

## FORM OF CONTRACT

*[Note: Use this Form of Contract when the Consultants performs Services as Joint Venture.]*

This CONTRACT (hereinafter called the "Contract") is made on the day of [month] of [year], between, on the one hand,

(Hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely: (Hereinafter collectively called the "Consultants" which expression shall include its 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:

RFP: Review of Master Plan of Islamabad, Pakistan

*[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- 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 & Facilities to be provided by the Client
- Appendix G: Integrity Pact (for Services above Rs. 10 Million)

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

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of

Witness

Signature  
Name \_\_\_\_  
Title

CLIENT'S NAME

Signature \_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

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Name of Member No. 1

Witness

Signature \_\_\_\_\_ Signature  
Name \_\_\_\_\_ Name  
Title \_\_\_\_\_ Title

(Seal)

Name of Member No. 2

Witness

Signature \_\_\_\_\_ Signature  
Name \_\_\_\_\_ Name  
Title \_\_\_\_\_ Title

(Seal)

Name of Member No. 3

Witness

Signature \_\_\_\_\_ Signature  
Name \_\_\_\_\_ Name  
Title \_\_\_\_\_ Title  
(Seal)