



**Government of the Punjab, Pakistan**

# **REVISED REQUEST FOR PROPOSALS**

**CONSULTANCY SERVICES**

**FOR**

**DESIGN & RESIDENT SUPERVISION**

**OF**

**CHIEF MINISTER'S DEVELOPMENT PACKAGE FOR  
FAISALABAD WATER SUPPLY, SEWERAGE AND  
DRAINAGE FACILITIES**

**September, 2021**

**WATER & SANITATION AGENCY (WASA)  
FAISALABAD**

## Section 1: Letter of Invitation

Letter No: 449-S6/DP&D

Date: 01/09/2021

**SUBJECT: LETTER OF INVITATION FOR THE PROJECT CHIEF MINISTER'S DEVELOPMENT PACKAGE FOR FAISALABAD WATER SUPPLY, SEWERAGE AND DRAINAGE FACILITIES**

Dear Mr. / Ms.:

1. The Water & Sanitation Agency (WASA), Faisalabad invites Technical & Financial proposals to provide the consulting services for above mentioned project. Details on the services are provided in the Terms of Reference.
2. The Revised Request for Proposal (RFP) has been addressed to the following shortlisted firms:

1. **M/s Eminence One (SMC-PVT) Ltd., Lahore.**
2. **M/s Art Environmental Technologies Ltd.,**  
M/s Asian Consultant Engineers (Pvt.) Ltd., Lahore.
3. **M/s ES Consultants (Pvt.) Ltd., Lahore.**
4. **M/s Enviro Consultant (SMC-Pvt.) Ltd., Lahore.**
5. **M/s National Engineering Services Pakistan (Pvt.) Ltd., Lahore.**
6. **M/s MM Pakistan (Pvt.) Ltd., Lahore.**
7. **M/s G3 Engineering Consultants (Pvt.) Ltd., Lahore.**  
M/s Barqaab Consulting Services (Pvt.) Ltd.  
M/s EASE Pak Engineering Services (Pvt.) Ltd.  
M/S Professional Engineering Consultancy Services
8. **M/s Engineering Consultancy Services Punjab (Pvt.) Ltd., Lahore.**  
M/S National Engineering Corporation (NEC).

It is not permissible to transfer this invitation to any other firm.

3. The Consultant will be selected under the method Quality and Cost Based Selection (QCBS) and procedures described in this RFP, in accordance with the Punjab Procurements Rules 2014 (under Punjab Procurement Regulatory Authority Act 2009)
4. The RFP includes the following additional documents:  
Section 2 - Instructions to Consultants (including Data Sheet)  
Section 3 - Technical Proposal - Standard Forms  
Section 4 - Financial Proposal - Standard Forms  
Section 5 - Terms of Reference  
Section 6 - Standard Form of Contract

5. It is mandatory for proposals to be made using the Standard Forms of the RFP (duly signed by the authorized representative). Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation. The firms must attach audited Financial statement for last three (03) years, Organogram (with names and designations), ISO Certifications / Quality Certifications, Comments on TORs, Staffing Schedule & Work Breakdown Schedule in their Technical Proposal.
6. Firms should submit details of **5 Nos. of their most relevant assignments/Projects** completed in past for technical evaluation using the prescribed format (**FORM TECH-02**). Assignments / Projects submitted beyond the given number will not be considered. **Only those projects will be considered for which completion certificates or any evidence by the respective clients have been provided.**
7. **Duly signed CVs** of key personnel, corresponding to the list given in the Data Sheet (**FORM TECH-06**) should provide details of not more than 5 relevant assignments done by the individual in the past.
8. **In case of consortium / JV**, lead firm must have minimum 40% shares and other firms must have at least 25% share in consortium. Percentage of share of each firm must be clearly mentioned.
9. **In case of consortium / JV**, the professional staff/core team and projects of the firms will be considered keeping in view the ratio of shares of the consortium/ JV.
10. RFP of the above mentioned project can be downloaded from WASA, Faisalabad Official website. (Link: <http://www.wasafaisalabad.gop.pk>).
11. Technical Proposals shall be opened on 17.09.2021 at 12:00 P.M by committee in the office of undersigned in the presence of bidders. For this purpose, you are invited to attend the meeting on above mentioned date, time and venue.
12. If no acknowledgement is received, it will be presumed that you are not interested in undertaking the assignment.

This information should be sent to the following address:

Designation: Director (P&D),  
Water & Sanitation Agency  
Faisalabad.  
Address: WASA Main Office opposite Allied Hospital,  
Jail Road, Faisalabad.

Yours sincerely,

  
**DIRECTOR (P&D)  
WATER & SANITATION AGENCY,  
FAISALABAD.**

## Section 2: Instructions to Firms

### Definitions

- (a) "Assignment" means the consultancy services for **DESIGN & RESIDENT SUPERVISION OF "CHIEF MINISTER'S DEVELOPMENT PACKAGE FOR FAISALABAD WATER SUPPLY, SEWERAGE AND DRAINAGE FACILITIES"**
- (b) "Client" means the 'Water & Sanitation Agency (WASA), Faisalabad, Government of the Punjab', with which the selected Consultant signs the Contract.
- (c) "Consultant Selection Committee" means the committee formed for the selection of Consultant for this Assignment as per Rules
- (d) "Consultant" means any firm/consortium/joint venture that provides the Services to the Client under the Contract.
- (e) "Contract" means the Contract included in this RFP as Section 6, when signed by the Parties, and all attached documents.
- (f) "Data Sheet" means such part of the Instructions to Firms used to reflect specific conditions.
- (g) "Day" means calendar day.
- (h) "Firms" means any firms, consortiums and joint ventures to whom this RFP has been issued.
- (i) "Instructions to Firms" means the document, which provides Firms with the information needed to prepare their Proposals.
- (j) "LOI" means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the Firms.
- (k) "Personnel" means professionals and support staff provided by the Firms or by any sub-consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- (l) "Proposal" means the Technical Proposal and the Financial Proposal.
- (m) "RFP" means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP.



- (n) "Services" means the Assignment to be performed by the Consultant pursuant to the Contract.
- (o) "Rules" means the Punjab Procurement Rules-2014 notified in Provision of Punjab Procurement Regulatory Authority.
- (p) "Sub-Consultant" means any person or entity with whom the Consultant sub-contracts any part of the Services.
- (q) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

## **1. Introduction**

- 1.1 The Client shall select the Consultant from the Firms listed in the Letter of Invitation, in accordance with the method of Quality Cost Based Selection.
- 1.2 Firms are invited to submit a Technical Proposal and a Financial Proposal for Services required for the Assignment. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for a signed Contract with the selected Firm.
- 1.3 Firms should familiarize themselves with Assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, Firms are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference at the time, date and location specified in the Data Sheet. Attending the pre-proposal conference is optional. Firms should contact the Client's representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Firms should ensure the representative is informed well-ahead of time in case they wish to visit the Client.
- 1.4 The Client will assist the Consultant in obtaining licenses & permits needed to carry out the services, & make available relevant project data & reports.
- 1.5 Firms shall bear all costs associated with the preparation and submission of their Proposals and finalization of Contract. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Firms.

<b>Conflict of Interest</b>	1.6	Government of Punjab requires that Consultant provides professional, objective, and impartial advice and at all times, hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.
	1.6.1	Without limitation on the generality of the foregoing, Firms, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
<b>Conflicting activities</b>	(i)	A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
<b>Conflicting assignments</b>	(ii)	A firm (including its Personnel and sub-consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the firm to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.
<b>Conflicting relationships</b>	(iii)	A firm (including its Personnel and sub-consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Govt. of Punjab throughout the selection process and the execution of the contract.
	1.6.2	Firms/Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client,

or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its contract.

- 1.6.3 No agency or current employees of the Client shall work as Consultant under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Firm nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Firm as part of his technical proposal.

#### 1.6.4 Unfair Advantage

If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

### **Fraud and Corruption**

- 1.7 The Government of Punjab requires Firms and the Consultant participating in this Assignment to adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. In pursuance of this policy, the Government of Punjab:
- (b) defines, for the purpose of this paragraph, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in execution of a contract;
    - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
    - (iii) "collusive practices" means a scheme or arrangement between two or more firms with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;

		(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
		(c) will reject a Proposal for award if it determines that the Firm recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;
		(d) will sanction a Firm, including declaring the Firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Punjab contract if at any time it determines that the Firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Punjab contract; and
		(e) will have the right to require firms to permit the Government of Punjab to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the Government of Punjab.
	1.8	Firms, their sub-consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Punjab in accordance with the above para. 1.7. Furthermore, the Firms shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
	1.9	Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Agreement, as requested in the Financial Proposal submission form (Section 4).
<b>Only one Proposal</b>	1.10	Firms may only submit one Proposal. If a Firm submits or participates in more than one Proposal, such Proposals shall be disqualified.
<b>Proposal Validity</b>	1.11	The Data Sheet indicates how long Firms' Proposals must remain valid after the submission date. During this period, Firms shall maintain the availability of professional staff nominated in the Proposal. The Client will make its best effort to complete award of Contract within this period. Should the need arise, however, the Client may request Firms to extend the validity period of their Proposals. Firms who agree to



such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Firms may submit new staff in replacement, who would be considered in the final evaluation for Contract award. Firms who do not agree have the right to refuse to extend the validity of their Proposals.

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

- 2.1 Firms may request a clarification of any of the RFP documents till the date indicated in the Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Firms. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Firms and will be binding on them. Firms shall acknowledge receipt of all amendments. To give Firms reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## **3. Preparation of Proposals**

- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Firms and the Client, shall be written in language (s) specified in data sheet
- 3.2 In preparing their Proposal, Firms are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Firms must give particular attention to the following:
- (a) If a Firm considers that it may enhance its expertise for the Assignment by associating with other firms in a joint venture or sub- consultancy, it may associate with non- shortlisted firm(s). In case of association with non-shortlisted Firm(s), the Firm shall act as association leader. Any associations must be clearly indicated in the Technical Proposal. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
  - (b) For fixed-budget-based assignments, the available

budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

**Technical  
Proposal  
Format and  
Content**

3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Form TECH-4 of Section 3, which indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

- (a) A brief description of the Firms' organization and an outline of recent experience of the Firm (each partner in case of joint venture) on assignments of a similar nature are required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of sub-consultants/ professional staff who participated, duration of the assignment, contract amount, and Firm's involvement. Information should be provided only for those assignments for which the Firm was legally engaged by the Client as a firm or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Firm, or that of the Firm's associates, but can be claimed by the professional staff themselves in their CVs. Firms should be prepared to substantiate the claimed experience, if so requested by the Client.
  - (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment; and facilities such as administrative support, equipment, data, etc. desired from the Client (Form TECH-3 of Section 3).
  - (c) A description of the approach, methodology and work plan for performing the Assignment, covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3), which shall show in the form of a bar chart the timing proposed for each activity.
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		(d)	The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
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(e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the Assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(f) CVs of the professional staff signed by the staff themselves or by the authorized representative of the professional staff (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers (if local) or passport numbers (if foreign).

(g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive.

## Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment, including (a) remuneration for staff (foreign and local, in the field and at the Firms' home office), and (b) reimbursable expenses indicated in the Data Sheet. These costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. The Firm shall provide the Client with breakdown of remuneration rates as detailed in Form FIN-6 of Section 4.

## Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. The Client will state in the Data Sheet if the Consultant is subject to payment of any taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at agreement negotiations, and applicable amounts will be included in the Agreement.

- 3.8 Consultants should express the price of their services in Pakistan Rupees. Prices in other currencies should be converted to Pakistan Rupees using the selling rates of exchange given by the State Bank of Pakistan for the date indicated in the Data Sheet.
- 3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.

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

- 4.1 The original Proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Firms themselves. The person who signed the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of Form TECH-1 of Section 3, and Form FIN-1 of Section 4.
- 4.2 An authorized representative of the Firm shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".
- 4.3 The Technical Proposal shall be marked "Original" or "Copy" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original prevails.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the name of the Assignment, and with a warning **"Do Not Open with the Technical Proposal."** The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked **"Do Not Open, Except In Presence of the Official Appointed, Before Submission Deadline"**. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may constitute a case for rejecting the Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any Proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

## **5. Proposal Evaluation**

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Firms should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Firms to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Firms' Proposal.

The Consultant Selection Committee, while evaluating Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

### **Evaluation of Technical Proposals**

- 5.2 The Consultant Selection Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

5.3

Financial Proposals for QBES

Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Agreement in accordance with the instructions given under Para. 6 of these Instructions.

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

- 5.4 After the technical evaluation is completed, the Client shall inform the Firms who have submitted Proposals the technical scores obtained by their Technical Proposals, and shall notify those Firms whose

## Proposals

Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals shall be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Firms that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Firms' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Firms sufficient time to make arrangements for attending the opening.

- 5.5 Financial Proposals shall be opened publicly in the presence of the Firms' representatives who choose to attend. The name of the Firms, and the technical scores of the Firms shall be read aloud. The Financial Proposal of the Firms who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 5.6 The Consultant Selection Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of agreement has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of agreement has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.
- 5.7 The lowest evaluated Financial Proposal ( $F_m$ ) will be given the maximum financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will 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;  $T + P = 1$ ) indicated in the Data Sheet:  $S = S_t \times T\% + S_f \times P\%$ . The Firm achieving the highest combined technical and financial score will be invited for negotiations

- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

## **6. Negotiations**

- 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude an Agreement.

### **Technical Negotiations**

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

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### **Financial Negotiations**

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to determine the tax amount to be paid by the Consultant under the Agreement. The financial negotiations will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget. For other methods, Consultants will provide the Client with the information on

		remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.
<b>Availability of Professional Staff</b>	<b>6.4</b>	Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate an Agreement on the basis of the Professional staff named in the Proposal. Before agreement negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
<b>Conclusion of the Negotiations</b>	<b>6.5</b>	Negotiations will conclude with a review of the draft Agreement. To complete negotiations the Client and the Consultant will initial the agreed Agreement. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate an Agreement.
<b>7. Award of Contract</b>	<b>7.1</b>	After completing negotiations the Client shall award the Agreement to the selected Consultant and publish details on the Planning & Development Department website and promptly notify all Consultants who have submitted proposals. After Agreement signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
	<b>7.2</b>	The consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
<b>8. Confidentiality</b>	<b>8.1</b>	Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Firms, which submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Consultant Selection Guidelines relating to fraud and corruption.

Paragraph Reference	<p style="text-align: center;"><b>Instructions to Firms</b></p> <p style="text-align: center;"><i>DATA SHEET</i></p>
1.1	<p>Name of the Client: <b>Water &amp; Sanitation Agency (WASA), Faisalabad Development Authority, Faisalabad- Government of the Punjab</b></p> <p>Method of selection: <b>Quality and Cost Based Selection Method (QCBS)</b></p> <p style="text-align: center;">Technical Proposal = 80% Financial Proposal = 20%</p>
1.2	<p>Financial Proposal to be submitted together with Technical Proposal: <b>Yes ✓</b></p> <p>Name of the assignment is: <b>DESIGN &amp; RESIDENT SUPERVISION OF "CHIEF MINISTER'S DEVELOPMENT PACKAGE FOR FAISALABAD WATER SUPPLY, SEWERAGE AND DRAINAGE FACILITIES</b></p>
1.3	<p>A pre-proposal conference will be held: <b>No</b></p>
1.4	<p>The Client will provide at no cost to the Consultants assistance in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports, if available.</p>
1.11	<p>Proposals must remain valid 90 days after the submission date.</p>
2.1	<p>Clarifications may be requested not later than <b>8<sup>th</sup> September, 2021</b></p> <p>The address for requesting clarifications is: Director (P&amp;D), Water &amp; Sanitation Agency, Faisalabad WASA Main Office opposite Allied Hospital, Jail Road, Faisalabad. Phone: 041-9210058</p>

<b>3.3 (a)</b>	Shortlisted Firms may associate with other non-shortlisted Firms: <b>No</b> <u>✓</u>
<b>3.4 (a)</b>	Firms should submit details of only 5 relevant assignments completed in last ten (10) years along with completion certificates.
<b>3.4 (f)</b>	CVs should contain details of only 5 relevant assignments done by the individual in the past.
<b>3.7</b>	Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation: <b>Yes</b> The Client will pay applicable taxes on behalf of the Consultant: <i>Yes</i>
<b>3.8</b>	Firm to state Financial proposal in the national currency i.e. PKR.
<b>4.3</b>	Firm must submit the <b>original and 1 copy</b> of the Technical Proposal, and the <b>original</b> Financial Proposal in separate sealed envelope.
<b>4.5</b>	The Proposal submission address is: Director (P&D), Water & Sanitation Agency, Faisalabad WASA Main Office opposite Allied Hospital, Jail Road, Faisalabad. Phone: 041-9210058 Proposals must be submitted not later than the following date and time: <b>17<sup>th</sup> September, 2021 by 11:30 AM. And will be opened on: 17<sup>th</sup> September, 2021 by 12:00 PM.</b>
<b>5.2 (a)</b>	Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:

**Score**  
**[100 Marks]**

**(i) Company Profile:**

a) Number of 5 similar assignments	[40]
b) Value of 5 similar assignments	[40]
c) Quality Management System (QMS)	[05]
d) Well-defined Organizational Chart	[05]
e) Financial Capability Audited Financial Statement for last three years.	[10]

**Total (A<sub>1</sub>) = 100**

**(ii) Project Team:** **[100 Marks]**

Sr. No	Role	Marks
1)	Team Leader	12
2)	Dy. Team Leader	12
3)	Water Supply Expert	08
4)	Sewerage Expert	08
5)	Drainage Expert	08
6)	Senior Electro-Mechanical Engineer	12
7)	Procurement Specialist	10
<b>TOTAL (a)</b>		<b>70</b>

Sr. No	Role	Marks
<b>b) Supervisory Phase</b>		
1)	Team Leader	12
2)	Dy. Team Leader	12
3)	Procurement Specialist	06
<b>TOTAL (b)</b>		<b>30</b>

**Project team (A<sub>2</sub>) = a+b**

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant score:

- |  |  |      |
|--|--|------|
| Education and qualifications (The weightage of qualification of a Key Expert is divided as 80% for bachelor degree and additional 20% for higher qualification.) |  | [25] |
| Relevant background (Rationalized/Proportional marking in case not meeting the required criteria)  |  | [70] |
| 3) Time with firm  |  | [5]  |

Total: 100

**(iii) Approach & Methodology (Total 100-marks):**

- |                                   |      |
|-----------------------------------|------|
| a) Understanding & Innovativeness | [40] |
| b) Methodology & Work plan        | [60] |

					<b>Total (A<sub>3</sub>) =100</b>	
Technical Score = A1+A2+A3						
Technical Score =		A1(20)	+	A2(60)	+	A3(20)
		100		100		100
The minimum technical score St required to pass is: <b>65</b> %						
<b>5.7</b>	The formula for determining the financial scores is the following:					

$S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration.

	The weights given to the Technical (T) and Financial Proposals (F) are: T = <u>0.80</u> , and F= <u>0.20</u>
<b>6.1</b>	Expected date and address for contract finalization: <b>October 2021</b>
<b>7.2</b>	Expected date for commencement of consulting services: <b>October 2021</b>



## **Section 3: Technical Proposal - Standard Forms**

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Firm's Organization and Experience

A Firm's Organization

B Firm's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client

A On the Terms of Reference

B On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

## FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

---

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

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

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

If contract negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain,

Yours sincerely,

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

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

Name of Firm: \_\_\_\_\_

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

## FORM TECH-2 FIRM'S ORGANIZATION AND EXPERIENCE

---

### **A - Firm's Organization**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity (including organogram) and each associate for this assignment.]*

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

## B - Firm's Experience

*[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]*

Assignment name:	Value of the contract (in PKR):
Country: Location within country:	Duration of assignment (Year /months):
Name of Client:	Total No. of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	Value of consultancy services provided by your firm under the contract (in PKR):
Name of associated Firms, if any:	No. of professional staff-months provided by associated Firms:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual project specific services provided by your staff within the assignment (only general description of job duties performed will not be evaluated):	

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF  
REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE  
PROVIDED BY THE CLIENT**

---

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]*

## **B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities desired from the Client]*



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

---

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (maximum of 20 pages, inclusive of charts and diagrams, pages more than 20 and having general definitions & details will not be evaluated) divided into the following three chapters:*

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

## FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

---

Professional Staff					
Name of Staff	CNIC No./Passport	Firm	Area of Expertise	Position Assigned	Task Assigned

**FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

**1. Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

**2. Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_  
\_\_\_\_\_

**3. Name of Staff** [*Insert full name*]: \_\_\_\_\_

**4. Date of Birth:** \_\_\_\_\_ **Age:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**5. CNIC No (if Pakistani):** \_\_\_\_\_ **or Passport No:** \_\_\_\_\_

**6. Education :**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

**7. Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_

**8. Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**9. Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_  
\_\_\_\_\_

**10. Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

<i>Employer</i>	<i>Position</i>	<i>From (MM/YYYY)</i>	<i>To (MM/YYYY)</i>

## 11. Detailed Tasks Assigned

*[List all tasks to be performed under this assignment]*

## 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

*[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

- 1) Name of assignment or \_\_\_\_\_  
project: Year: \_\_\_\_\_  
Location: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Time spent in assignment: \_\_\_\_\_  
Client: \_\_\_\_\_  
Main project features: \_\_\_\_\_  
Positions held: \_\_\_\_\_  
Mention Project Specific Activities performed: \_\_\_\_\_
  
- 2) Name of assignment or \_\_\_\_\_  
project: Year: \_\_\_\_\_  
Location: \_\_\_\_\_  
Project Cost: \_\_\_\_\_  
Time spent in assignment: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Mention Project Specific Activities performed: \_\_\_\_\_

3) Name of assignment or \_\_\_\_\_  
project: Year: \_\_\_\_\_

Location: \_\_\_\_\_

Project Cost: \_\_\_\_\_

Time spent in assignment: \_\_\_\_\_

Client: \_\_\_\_\_

Main project features: \_\_\_\_\_

Positions held: \_\_\_\_\_

Mention Project Specific Activities performed: \_\_\_\_\_

*[Unroll the project details group and continue numbering (4, 5, ...) as many times as is required]*

### **13. Certification:**

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

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*

Date: \_\_\_\_\_  
*Day/Month/Year*

Full name of authorized representative: \_\_\_\_\_



## FORM TECH-7 STAFFING SCHEDULE<sup>1</sup>

Full time input  
 Part time input

<b>Year:</b> _____																
N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month input		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field <sup>3</sup>	Total
<b>Foreign</b>																
		[Home]														
												<b>Subtotal</b>				
<b>Local</b>																
		[Home]														
n																
												<b>Subtotal</b>				
												<b>Total</b>				

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
- 3 Fieldwork means work carried out at a place other than the Firm's home office.

## FORM TECH-8 WORK SCHEDULE

	<b>Year:</b> _____												
		<b>Months<sup>2</sup></b>											
1													
2													
3													
4													
5													

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

## **Section 4: Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the shortlisted Firms for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1      Financial Proposal Submission Form

FIN-2      Summary of Costs

FIN-3      Breakdown of Costs by Activity

FIN-4      Breakdown of Remuneration

FIN-5      Reimbursable expenses

## FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

---

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is inclusive of the taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

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

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

Name of Firm: \_\_\_\_\_

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

\_\_\_\_\_

## FORM FIN-2 SUMMARY OF COSTS

---

Item	Costs
	Pak Rupees
Total Costs of Financial Proposal <sup>2</sup>	

- 1 Indicate the total costs, including of local taxes, to be paid by the Client in local currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

<b>Group of Activities (Phase):<sup>2</sup></b> <hr/> <hr/>	<b>Description:<sup>3</sup></b> <hr/> <hr/>
<i>Cost component</i>	<b>Costs</b>
	Pak Rupees
Remuneration <sup>5</sup>	
Reimbursable Expenses <sup>5</sup>	
Subtotals	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Firm shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the local currency.
- 5 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

## FORM FIN-4 BREAKDOWN OF REMUNERATION<sup>1</sup>

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
<b>Local Staff</b>		
		[ Home] [ Field]
<b>Foreign Staff</b>		
		[ Home] [ Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and fieldwork

## FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

---

Nº	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Miscellaneous travel expenses	Trip	
	Communication costs between [ <i>Insert place</i> ] and [ <i>Insert place</i> ]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Sub-contracts		
	Local transportation costs		
	Office rent, clerical assistance		

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and local currency.
- 3 Indicate route of each flight, and if the trip is one- or two-ways.



## FORM FIN-6 – CONSULTANT’S REPRESENTATIONS REGARDING COSTS AND CHARGES

### A - Undertaking

Consulting Firm:

Assignment:

Date:

We hereby confirm that:

- (a) The basic salaries indicated in the attached table are taken from the firm’s payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm’s staff;
- (b) Attached are true copies of the latest salary slips of the staff members listed;
- (c) The away from headquarters allowances indicated below are those that the Firms have agreed to pay for this assignment to the staff members listed;
- (d) The factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and
- (e) Said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
*[Name of Consulting Firm]*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

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

## B – Firm's Breakdown Regarding Costs and Charges

(Expressed in *[PKR Local currency]*)

Personnel		1	2	3	4	5	6	7	8
							Away	Proposed	Proposed
Home Office									
Field									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

## **SECTION 5: TERMS OF REFERENCE (TORs)**

### **FOR CM'S DEVELOPMENT PACKAGE FOR FAISALABAD WATER SUPPLY, SEWERAGE AND DRAINAGE FACILITIES**

#### **1. BACKGROUND.**

Faisalabad is the third largest city of Punjab with an estimated population of 3.4 million with growth rate of 3.70% and is a hub of industrial activities in the country. The city is located almost on a flat terrain (0.05% slope of alluvial plain). The city has grown rapidly to the present population of about 3.4 million persons, but the environmental infrastructure development, including capacity of existing water supply, sewerage network and machinery is lagging. Rakh Branch Canal passing through the middle of the city, divides it into two distinct zones; eastern and western. Water and Sanitation Agency, commonly known as WASA, subsidiary of Faisalabad Development Authority, (FDA) was established on April 23, 1978 under the Development of Cities Act 1976 with a view to providing and catering for the services with regard to Water Supply, Sewerage and Drainage. The WASA Faisalabad is administratively aligned to HUD & PHED of the Government of Punjab. Presently, total service area of WASA Faisalabad is 225 sq.km with total registered consumers for water & sewerage being 2,60,000. It is estimated that WASA provides about 72% of the city with sewerage services and about 70% with water services.

A very limited quantity of potable water is available as seepage from the canal. Surface Water Treatment Plants have been used to provide treated canal water to the city for a limited quantity. Major supply (90%) is derived from the tube wells installed in Chenab Well-field and Jhang Branch Canal Well Field. WASA-F has implemented many projects to meet the gap between supply and demand in Faisalabad; the requirement of water has still increased beyond the supply capacity in 2021. Similarly, the existing sewerage system was laid many decades back. During this period, there has been immense population growth resulting in an increase in sewage flow, making the system deficient for the present population as well as increase in flooding in monsoon due to poor drainage system. Further, the laid system has outlived its operational life and there are frequent maintenance problems in the sewerage and drainage system.

Currently, WASA Faisalabad is facing financial crunch due to its frozen tariff since 2005 and a huge increase in rates of electricity, POL etc. during this

period. In this regard a summary for bailout package was forwarded to Chief Minister Punjab with request for assistance from Government of the Punjab.

Under such situation, Chief Minister of Punjab approved a development package for Faisalabad on his visit to the city on 25/08/2020 for extension/rehabilitation of water supply, sewerage and drainage system. Consequently, different schemes have been proposed by WASA-F for improvement of the existing system in different areas of the city including urban flood mitigation and provision of machinery for the disposal stations to overcome the existing sewerage/drainage issues of the city.

WASA, Faisalabad intends to hire services of suitable consulting firm on Quality and Cost Based Selection Method for preparation of Engineering design, design vetting, proposing innovative methodology for execution of work for least public inconvenience, suggestions for use of improved construction materials/construction techniques and resident supervision, etc. *(weightage of quality and cost will be eighty percent & twenty percent respectively).*

## **2. OBJECTIVES.**

The objectives of the consultancy are:

- ❖ Improvement in existing water supply, sewerage and drainage network to cover supply-demand gap of clean water, to avoid unhygienic environmental problems in the city and to cater inundation in low lying areas.
- ❖ Provision of O&M machinery for improvement in the services.

## **3. SCOPE OF WORK/DUTIES AND RESPONSIBILITIES OF THE CONSULTANT.**

The scope of work covering the required services to be rendered by the consultant shall include, but not limited to the following: -

- 1) The survey work shall comprise necessary surveying, leveling and establishing benchmarks with respect to Geodetic Traversing Survey (GTS) bench mark, drawing cross-sections where required, and other related works required for preparation of design and construction of the water supply, sewerage and drainage system of the city.
- 2) Preparation of Topographic maps and Hydrogeological study of WASA service area and submit a detailed report.
- 3) Soil investigations required for the construction of the water supply, sewerage system and drains with all related laboratory testing.
- 4) Examine existing system/data, reconcile with Master Plan (2018) and discuss each component of projects with the client to recommend

remedies, alterations, omissions and corrections with supporting documents before or during implementation/execution.

- 5) Study existing sewerage system of WASA and propose replacements where needed.
- 6) Prepare Engineering Design, vet the available design and submit GIS based maps for rehabilitation/new construction of sewer, water supply lines and drains (where required as per nature of job).
- 7) Prepare cost estimates (where required) of the project & bidding documents of contractors.
- 8) Responsible for design, cost estimation, construction and all related works of the buildings including in the project.
- 9) Prepare EIA/IEE report and arrange its approval from concerned Department.
- 10) Develop android/web based IT application for all official correspondence relating to estimates, procurement, supervision, billing to contractors etc. The consultant will hand over this application (including server) to WASA after completion of the project.
- 11) Prepare the detailed schedule for entire implementation program and construction schedule of works to be communicated to the bidders. He shall also define main constraints to be taken into consideration by the Contractor during the works (traffic management issues, continuity of supply, etc.).
- 12) Assist WASA in Land related matters, such as its acquisition and resettlement of communities where it cannot be avoided.
- 13) Responsible for Resident Supervision of all works through qualified graduate engineers and other supervisory staff having sufficient experience in the relevant field. The consultant's team shall perform its duties with due diligence and efficiency in accordance with the best Engineering practices, standards and through technical/ professional approach.
- 14) Supervise contractor's job and all work-related matters and shall ensure that measures taken by the contractor for safety of public, properties and staff working at site are adequate and in accordance to international standards/practices. If found any deficiency, the consultant shall advise to the contractor for remedial measures informing concerned officer of WASA.
- 15) Certify that the executed works are as per approved design, drawings, standard specifications, technically sanctioned estimates and within

provision of contract agreement.

- 16) Examine the work schedule prepared by the contractor; recommend any change/ modification, if required. Consultant shall also certify that the work executed at site is strictly according to the work schedule approved by the client. The consultant shall submit monthly inspection and progress reports to the concerned Engineer in charge. In case if the contractor lags behind the schedule, the consultant will point out and propose remedial measures to meet the target.
- 17) Certify that construction material brought by the contractor at site to be used in execution of work is strictly in accordance with standards & specifications laid down in the contract and laboratory test reports meet the standards.
- 18) Ensure regulatory compliance with occupational health and safety laws and regulation at site by preparing HSE Plan for both construction and O&M phase.
- 19) Visit the factories where material including pipes, machinery, tools, plants etc. is being manufactured and arrange testing of all materials before procurement and ensure that they are meeting the standard specifications.
- 20) Supervise all field/laboratory tests of materials and works as per methods described in the specifications and will submit a copy of all field/laboratory test reports to the concerned officer of WASA. The field equipment required will be provided by the contractor whereas the consultant will arrange technician/supervisory staff to supervise the tests. For laboratory tests, sampling will be carried out by the consultant and laboratory fee will be paid by the contractor.
- 21) Certify under his seal, the contractor's bills/payments, clearly indicating that the quality of work executed at site is in accordance to the specifications, design, drawings, technically sanctioned estimate and contract agreement within due time of submission of bill to the consultant. The consultant shall also certify the quantity of work executed at site and make recommendations regarding payment to the contractor along with Test Reports.
- 22) Evaluate Operation & Maintenance plan of schemes submitted by the contractor.
- 23) Keep record of daily inspection & tests reports and will hand over the same to the client on monthly basis.
- 24) Assist the client for interpretation of Contract Documents particularly

with respect to disputes with the contractor or other affected parties. Moreover, he shall evaluate and make recommendations to the client for actions to be taken against contractor's claims, disputes and time extensions.

- 25) Take and submit photographs during execution of work.
- 26) Scrutinize all specification of equipment/machinery and their procurement process.
- 27) Prepare and submit as built drawings of schemes to WASA. Design an electronic database for supervision of facilities (through SCADA) with consultation of client.
- 28) Work out the number of connections and estimated revenue to be generated as a result of this project.
- 29) Carry out detailed final inspection of the work along with Client's staff.
- 30) Recommend to the Engineer in charge for issuance of completion certificate stating that the work has been completed as per specifications, drawings, estimates and contract agreement.
- 31) Submit monthly and quarterly reports as required by the client/Engineer in-charge
- 32) Submit completion report and PC-IV of the Projects after completion of work.

#### **4. ADDITIONAL REQUIREMENTS FROM CONSULTANT.**

- i) **Delayed Submission:** - If project cost increases due to delays in supply of design, drawings by the consultant, the consultant shall be responsible for that and a penalty equal to 5% of contract value will be imposed @ 0.36% for each day delay up to max two weeks. Client shall have right to terminate the contract in case of delays more than two weeks.
- ii) **Repeated Design:**-In case there is any repetition in the design of some components of the work which has already been designed for any of the project of the client carried out by consultant, no payment will be made for that component of design work.
- iii) **Design/Drawings:** - The consultant will provide soft and hard copies of design and drawings to WASA, where required. Department has the right to get the design vetted from a third party and in case there is a variation of  $\pm 5\%$ , the consultant will be penalized by the same %age from the fee besides making required changes in design & drawings.

iv) **Best Effort:** - The consultant shall furnish a certificate to the effect that design carried out by him is most efficient and economical.

v) **Consultant's work is expected to result in:**

- Good quality of construction in accordance with stipulated specifications.
- Timely completion of work.

## 5. **TIME DURATION**

Time duration of the consultancy is 36 months (06 months for design and 30 months for resident supervision).

## 6. **MAN-MONTHS OF THE STAFF**

a) Design Phase		
Key Staff	No.	Man-Months
Team Leader	1	Estimated staff ratio/man-months for Key & Non-Key staff for Design Phase are 25 & 15 respectively.
Dy. Team Leader	1	
Sewerage Expert	1	
Water Supply Expert	1	
Drainage Expert	1	
Senior Electro-Mechanical Engineer	1	
Procurement Specialist	1	
Non-Key Staff		
Design Engineer (Structure)	1	
EIA Expert	1	
Survey Expert	1	
IT Expert	1	
Auto CAD Operator	1	
b) Supervision Part		
Key Staff	No.	Individual Man-Months
Team Leader	1	10
Deputy Team Leader/Resident Engineer	1	30
Procurement Specialist	1	3
Non-Key Staff	No.	Individual Man-Months
Assistant Resident Engineer (Civil)	2	30
Assistant Resident Engineer (Electrical/Mechanical/Mechatronics)	1	19
Site Inspectors	3	30
Material Inspector	1	30
Quantity Surveyor	1	15

- Design component will be paid on lump sum based on cost of project. Supervision phase will be paid on man-months and deliverable basis and it will be finalized during contract negotiation.



- Additional staff will be arranged by the consultant at his own expense.
- No expert/staff should be more than 60 years old.
- The staff/team given in the technical proposal for construction supervision shall not be changed after the award of work without prior approval of DMD (Engg.), WASA.
- Team Leader, Deputy Team Leader and Procurement Specialist will be same for design and supervision period.

## 7. **QUALIFICATION & EXPERIENCE REQUIREMENT OF TEAM**

<b>a) Design Phase</b>			
<b>Specialists</b>	<b>Qualification</b>	<b>Experience</b>	<b>Area of work</b>
<b>KEY STAFF</b>			
Team Leader	B.Sc. (Civil/Environmental Engineering) or equivalent degree	20 Years	To Co-ordinate and monitor the project and liaison with WASA. Must have experience of conducting preferably 5 projects of similar nature.
Dy. Team Leader	B.Sc.(Civil/Environmental Engineering) or equivalent degree	12 Years	To conduct site surveys, prepare design and cost estimate, billing, site issue etc. Having experience of completing preferably 2 similar design and 3 similar supervision assignments
Sewerage Expert	B.Sc. Civil/Environmental Engineering or equivalent degree	5 Years	Having experience of completing preferably 3 similar assignments.
Senior Electro-Mechanical Engineer	B.Sc. Mechanical/ Mechatronics/Electrical Engineering or equivalent Degree	5 Years	Having experience of completing preferably 3 similar assignments.
Procurement Specialist	B.Sc.(Business/Finance/or equivalent) or background of B.Sc. (Engineering) preferably	8 Years	Having experience of completing preferably 5 similar assignments.
Water Supply Expert	B.Sc. in Civil Engineering or equivalent degree	5 Years	Having experience of completing preferably 3 similar assignments.
Drainage Expert	B.Sc. in Civil/Environmental/ Water Resources Engineering or equivalent degree	5 Years	Having experience of completing preferably 3 similar assignments.
<b>NON-KEY STAFF</b>			
Design Engineer (Structure)	MSc.(Structural Engg.)	5 Years	Having experience of completing preferably 3 similar assignments.
EIA Expert	MSc. Environmental Science / B.Sc. Environmental Engineering	10 years	Having experience of completing preferably 5 similar assignments
Survey Expert	B.Sc. GIS/Social Sciences/ Survey diploma or	5 Years	Having experience of completing preferably 3 similar assignments.

	equivalent		
IT Expert	BSc(CS)/MS (IT) or Equivalent	5 Years	Having experience of completing preferably 3 similar assignments.
AutoCAD Operator	DAE (Civil)/Intermediate with AutoCAD diploma or equivalent	5 Years	Having experience of completing similar assignments.
b) <b>Supervision Part</b>			
<b>Specialists</b>	<b>Qualification</b>	<b>Experience</b>	<b>Area of work</b>
<b>KEY STAFF</b>			
Team Leader	B.Sc. (Civil/Environmental Engineering) or equivalent degree	20 Years	To Co-ordinate and monitor the project and liaison with WASA. Must have experience of conducting preferably 5 projects of similar nature
Deputy Team Leader/Resident Engineer	B.Sc. Civil/Environmental Engineering or equivalent degree	12 Years	To conduct site surveys, prepare design and cost estimate, billing, site issue etc. Having experience of completing preferably 2 similar design and 3 similar supervision assignments
Procurement specialist	B.Sc. (Business/Finance or equivalent) or background of B.Sc. (Engineering) preferably	8 Years	Having experience of completing preferably 5 similar assignments.

<b>NON-KEY STAFF</b>			
Assistant Resident Engineer(Civil)	B.Sc. Civil Engineering	5 Years	Having experience of completing similar assignments.
Assistant Resident Engineer (Electrical /Mechanical/Mechatronics)	B.Sc. Mechanical/Electrical/ Mechatronics Engineering	5 Years	Having experience of completing similar assignments.
Site Inspectors	DAE (Civil) or equivalent	5 Years	Having experience of completing similar assignments.
Material Inspector	DAE (Civil) or equivalent	5 Years	Having experience of completing similar assignments.
Quantity Surveyor	DAE (Civil) or equivalent	5 Years	Having experience of completing similar assignments.
Auto CAD Operator	DAE (Civil)/Intermediate With AutoCAD diploma or equivalent	5 Years	Having experience of completing similar assignments.

## **8. DELIVERABLES/ REPORTING WITH TIMELINES**

<b>Sr. No.</b>	<b>Report / Document</b>	<b>Period</b>	<b>No. of Copies</b>
1.	Site Survey Report and Geotechnical Investigations Report	15 days	10
2	Submission of preliminary design report (where required as per nature of job)	15 days	10
3.	Submission of detailed Engineering Design, vetting of available design, specifications, drawings, cost estimation and GIS maps (where required as per nature of job)	2 months	10
4.	Review of design/cost/other related works as per amendments required at supervision stage.	Within 07 days	05
5	Submission of EIA/IEE report of all projects	03 months	05
6	Submission of bidding documents of the contractors, QA&QC manuals and HSE plan (where required as Per nature of job)	15 days	10
7	NOC from EPD , Lahore	03 months(from submission of draft EIA/IEE report)	05

<b>Resident Supervision of Work(30-Months)</b>			
6.	Progress Report including presentation on multimedia	Monthly	10
7.	Progress Report including presentation on multimedia	Quarterly	10
8.	As-built drawings hard and softcopy with co-ordinates.	On completion of project.	15
9.	Completion Report/PC-IV supported by requisite surveys and reports	On completion of work	10
	<b>Total</b>	<b>36-Months</b>	<b>-</b>

## 8. **WORKING LANGUAGE**

The working language of the assignments, all reports and works prepared by the consultants will be in “English or Urdu as required”.

## 9. **ROLE OF CLIENT AGENCY**

The client shall:

- Provide all necessary documents prepared by the Client or other consulting engineers appointed by the Client at no cost as needed to enable the consultants to perform their specified scope of work.
- Approve project plans, request changes, raise issues and risks, release payments, and accept (or decline) the deliverables of the project

## 10. **PROFESSIONAL LIABILITY OF THE CONSULTANT**

The consultant shall comply with the PPRA Rule-54 which states:

- (1) The consultant selected and awarded a contract shall be liable for consequence of errors or omissions on the part of the consultant.
- (2) The extent of liability of the consultant shall form part of the contract and such liability shall not be less than remunerations nor it shall be more than twice the remunerations.
- (3) The procuring agency may demand insurance on part of the consultant to cover the liability of the consultant and necessary costs shall be borne by the consultant.
- (4) The consultant shall be held liable for all losses or damages suffered by the procuring agency on account of any misconduct by the consultant in performing the consulting services.

## 11. **MISCELLANEOUS**

- i) The presentations, as and when required during the whole period of the assignment will be made by the consultant on multimedia to the satisfaction of WASA and Govt. of Punjab.
- ii) One month prior to the expiry of the Maintenance Period of the work, the consultant shall carry out a Detailed Final Inspection of the work and submit a report to the Client pointing out the defects, if any, in the work.
- iii) Order, if required, to uncover the completed work for removal of the defective work and substitution with proper work.
- iv) Coordinate between contractors of different groups for levels, grades and alignment etc. of different infrastructure and services.
- v) The Client can increase or decrease the quantum of work without assigning any reason.
- vi) The consultant will adjust & depute staff as per pace of work during execution.



# **Standard Form of Contract– Lump-Sum Payments**

**(Note: The contract conditions, payment and deliverables are tentative and shall be finalized at the time of contract negotiations with the consultant)**

**CONTRACT FOR CONSULTANCY SERVICES**

**between**

---

**DIRECTOR (P&D) WATER & SANITATION AGENCY FAISALABAD  
DEVELOPMENT AUTHORITY**

**and**

---

**(NAME OF THE CONSULTANTS)**

**for**

**DESIGN, PROCUREMENT AND CONSTRUCTION  
SUPERVISION**

**OF**

**"CHIEF MINISTER'S DEVELOPMENT PACKAGE FOR  
FAISALABAD WATER SUPPLY, SEWERAGE AND  
DRAINAGE FACILITIES"**

**\_\_\_\_\_, 2021**

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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

\_\_\_\_\_  
(herein after 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 (**Not Used**)

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 \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_

Witness

(CONSULTANTS)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(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 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 of Pakistan.

## **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 of Pakistan, 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 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) Coordinate and get or expedite any necessary approval and clearances relating to the assignment from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) Coordinate with any other consultants employed by the Client.

### **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 of Pakistan 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) Local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the breakup of remuneration to be paid, respectively, 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 local 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 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. The Arbitration shall be held in Pakistan.

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. of Amendments of, and Supplements to, Clauses in the General  
GC Conditions of Contract  
Clause

---

#### 1.1 Definitions

(p) "Project" means CHIEF MINISTER'S DEVELOPMENT PACKAGE FOR FAISALABAD WATER SUPPLY, SEWERAGE AND DRAINAGE FACILITIES.....

#### 1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

**Director (P&D)**

For the Consultants:

_____	(Name of Team Leader)
_____	(Project)
_____	(Address)
_____	
_____	
Telephone	: _____
Facsimile	: _____
E-Mail	: _____

#### 1.7 Taxes and Duties

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

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*[All notes should be deleted in final text. All blanks should be filled in.]*

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## **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.

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

The time period shall be sixty (60) calendar days, or such other period as the Parties may agree in writing.

## **2.3 Commencement of Services**

The Consultants shall commence the Services within seven (07) 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 \_\_\_\_\_ 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 .....

20... "Completion of Services" means.....

.....  
.....  
.....

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

(a) The risks and the coverages shall be as follows:

- i. The Consultants shall provide insurance, not less than the remunerations cost, on part of the Consultants to cover the liability of the Consultants and necessary costs shall be borne by the Consultants as per Clause 54 of Punjab Procurement Rules 2014.
- ii. The Consultants shall be held liable for all losses or damages suffered by the Client on account of any misconduct by the Consultants in performing the consulting services.
- iii. Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

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

The Consultants shall require written approval from the Client before committing to any action under the following:

- i) variations orders in respect of:
  - Additional items of Assignment as determined by the Client to be necessary for the execution of Assignment.
  - Any new item of the Assignment not envisaged in the Contract Documents and which is determined by the Client to be necessary for the execution of Assignment.
  - Any item of Assignment covered under Provisional Sums
- ii) Terms of Performance Guarantee or Insurance Policy.
- iii) affecting the costs under the following clauses of Conditions of Contract.
  - Adverse Physical Conditions and Artificial Obstructions
  - Suspension of Assignments
  - Forfeiture
  - Special Risks
  - Frustration
- vi) final Assignment deliverable statement
- vii) Release of retention money

### **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 Client.

### **3.9 Equipment and Materials**

Office equipments, and vehicles procured by the consultants to render the services covered by the contract shall be property of WASA Faisalabad (the Client) and shall be handed over to WASA Faisalabad on expiration/completion or termination of the services without any charge thereof, in good working condition

#### **5.1.1 Assistance**

The Client shall make available within seven (07) days from the Commencement Date of Services all the documents, drawings and other relevant information available with the Client or other concerned agencies/firms related to the Project.

### **5.1.2 Coordination**

- (a) The departments and agencies include .....
- .....
- .....
- .....

### **5.1.3 Approvals**

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

## **6.2 Contract Price**

- (a) The amount in local currency is Pakistani Rupees.....
- (b) The amount in foreign currency is Nil.

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

*Terms and Conditions of Payment will be finalized at time of contract negotiations.*

## **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.]



## **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. given in TOR's.

## **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***(Not Used)*

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

NA

## **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.
2. Other reimbursable direct costs expenditure related to:
  - (a) Support staff, and work charged staff;
  - (b) Office expenditures related to:
    - (i) rentals;
    - (ii) furnishing and equipment;
    - (iii) operation and maintenance of office, office equipment and furniture, office supplies.
  - (c) Transport including running and maintenance, and other associated costs;
  - (d) Travelling etc.
  - (e) Other costs
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2).

## **Appendix F**

### **Services and Facilities to be provided by the Client**

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.

## **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 Consultant] 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 Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Consultant] 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 GoPb, except that which has been expressly declared pursuant hereto.

[name of Consultant] 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 GoPb and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Consultant] 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 GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Consultant] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Consultant] 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 GoPb.

Name of Client: .....

Signature: .....

[Seal]

Name of Consultant: .....

Signature: .....

[Seal]