



GOVERNMENT OF PAKISTAN  
MINISTRY OF FEDERAL EDUCATION AND PROFESSIONAL TRAINING  
PROJECT MANAGEMENT UNIT

**CONSULTANCY SERVICES FOR DETAILED CONSTRUCTION  
SUPERVISION SERVICES FOR THE ESTABLISHMENT OF DAANISH  
SCHOOL IN GILGIT BALTISTAN (GHANCHE)**



REQUEST FOR PROPOSAL

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**BIDDING DOCUMENTS**

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DISCLAIMER  
LETTER OF INVITATION  
INSTRUCTIONS TO BIDDERS  
TECHNICAL PROPOSAL FORMS  
FINANCIAL PROPOSAL FORMS  
STANDARD FORM OF CONTRACT AGREEMENT

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***May 2025***

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## **DISCLAIMER**

1. The *Project Management Unit, Ministry of Federal Education and Professional Training, Government of Pakistan* (hereinafter referred to as “PMU” or “Client”) has prepared this *Request for Proposal (RFP)* Document to provide information regarding the “*Consultancy Services for Detailed Construction Supervision Services for the Establishment of Daanish School in Gilgit Baltistan (Ghanche)*” (hereinafter referred to as “Assignment”). The information contained in this Request for Proposal document (the “RFP”), or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Client (Project Management Unit “PMU”), or any of their employees, is provided to Bidder(s) on the terms and conditions set out in this RFP.
2. This RFP is not an agreement and is neither an offer nor invitation by the PMU to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical & financial offers pursuant to this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the PMU in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the PMU, its employees to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
3. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
4. The PMU accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The client and its employees make no representation or warranty and shall have no liability to any person. Including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise. This shall also include the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

5. The PMU also accepts no liability of any nature whether resulting from negligence or otherwise caused arising from reliance of any Bidder upon the statements contained in this RFP
6. The Client may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the PMU is bound to select a Bidder or to appoint the Selected Bidder, for the Project and the PMU reserves the right to reject all or any of the Bidders or Bids after giving reasons/ justifications as per PPRA rules.
7. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the PMU or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the PMU shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation / submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



GOVERNMENT OF PAKISTAN  
MINISTRY OF FEDERAL EDUCATION AND PROFESSIONAL TRAINING

Request for Proposal Document for

**CONSULTANCY SERVICES FOR DETAILED CONSTRUCTION SUPERVISION  
SERVICES FOR THE ESTABLISHMENT OF DAANISH SCHOOL  
IN GILGIT BALTISTAN (GHANCHE)**

Certified that this document contains pages \_\_\_\_\_ to \_\_\_\_\_

**(Waheed Hussain)**  
Project Engineer  
Ministry of Federal Education and  
Professional Training

**Document Approved by**

**(Engr. Aaroon Joshua Das)**  
Project Director  
Ministry of Federal Education and  
Professional Training

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## **SECTION 1. LETTER OF INVITATION**

## **LETTER OF INVITATION**

May, 2025

Subject: **Letter of Invitation for “Consultancy Services for Detailed Construction Supervision Services for Establishment of Daanish School in Gilgit Baltistan (Ghanche)”**

- 1- The Project Management Unit, Ministry of Federal Education and Professional Training, Government of Pakistan (hereinafter referred to as “PMU” or “Client”) requests for proposal advertised on 7<sup>th</sup> May 2025 for the “Consultancy Services for Detailed Construction Supervision Services for Establishment of Daanish School in Gilgit Baltistan (Ghanche)” under National Competitive Bidding (NCB). The consultants may apply who fulfill the criteria mentioned in RFP.
- 2- RFP can be collected from the office of Project Engineer, PMU, M/o FE&PT, during office hours and on EPADS at ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)). No bid will be received after closing time. Manual submission without submission on EPADs is not allowed
- 3- Method for selection of consultants will be Quality and Cost Based Selection (QCBS) through Single Stage - Two Envelope bidding procedure as described in this RFP in accordance with the Public Procurements Rules 2004 and Procurement of Consultancy Service Regulations 2010.
- 4- The RFP includes the following documents:
  1. Disclaimer
  2. Letter of Invitation
  3. Instructions to Bidders
  4. Technical Proposal Forms
  5. Financial Proposal Forms
  6. Standard Form of Contract Agreement
- 5- The client invites sealed Technical Proposal (1 original and 2 copies) and Financial Proposal (1 original and 2 copy) on standard forms prescribed in the RFP. Proposals must be delivered to the address given below by no later than 26<sup>th</sup> May, 2025 before 2:00 PM. The Technical Proposal will be opened on the same day at 2:30 PM in the presence of the representatives of the firms who may wish to attend. The Financial Proposal of only Technically Responsive Consultant will be opened. Proper marking of Technical and Financial Proposal shall be done on each envelop.

- 6- It is mandatory for proposals to be made using the Standard Forms of the RFP. 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.
- 7- The Evaluation Criteria is provided in RFP. The Technically Responsive Consultant will be invited for Financial Opening after scoring at least seventy (70%) percent overall marks in the Technical Proposal. After the Financial Proposal Opening, the combined evaluation of the Technical and Financial proposals will be carried out by weighting and adding the technical and financial scores. The weight for technical is eighty percent (80%) and twenty percent (20%) for financial component.
- 8- Bid securing declaration shall be submitted as per the prescribed form. Bid shall be summarily rejected if it is not accompanied by bid securing declaration.
- 9- Client reserves the right to cancel or reject the proposals under Public Procurement Rules. Incomplete proposals or those without bid security shall not be entertained. All applicable taxes shall be charged as per relevant tax laws of the Government of Pakistan.
- 10- The proposals duly signed by the authorized signatory of the JV firms should be submitted in hardcopies in case of JV.
- 11- The bid shall be valid for a period of 90 days from the date of opening of financial bids.
- 12- The Pre-proposal meeting is planned to be held in the office of the Project Director, PMU at 2.00 pm on 19<sup>th</sup> May 2025.

**(Engr. Aaroon Joshua Das)**  
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## **SECTION 2. INSTRUCTIONS TO CONSULTANTS**

## **Instructions to Consultants**

### **1. Definitions**

- a) “Procuring Agency (PA)” means the department/PMU with which the selected Consultant signs the Contract for the Services.
- b) “Consultant” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by PMU through this RFP.
- c) “Contract” refers to the agreement that will be signed between the PMU for Consultancy Services for Detail Construction Supervision Services for the Establishment of Daanish Schools in GB, and the successful consultant, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- d) “Data Sheet” refers to such part of the Instructions to consultant used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- e) “Country” refers to Islamic republic of Pakistan & ICT
- f) “Day” refers to calendar day.
- g) “Government” refers to the Government of Pakistan that will be receiving the services provided/rendered specified Under the Contract.
- h) "Applicable Law" means the laws and any other instruments having the force of law in Pakistan, as those may be issued and in force from time to time;
- i) “Instructions to Consultant” refers to the complete set of documents that provides Consultants with all information needed and procedures to be followed in the course of preparing their Proposals
- j) “LOI” refers to the Letter of Invitation sent by PMU to Consultants.
- k) “Proposal” refers to the Consultant’s response to the Letter of Invitation & Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the LOI & RFP.
- l) “RFP” refers to the Request for Proposal consisting of instructions and references prepared by PMU for purposes of selecting the best service provider to perform the services described in the Terms of Reference.
- m) “Services” refers to the entire scope of tasks and deliverables requested by PMU under the RFP.
- n) “Terms of Reference” (TOR) refers to the document included in this RFP which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected from the successful proposer.

## **2. Introduction**

- 2.1 The Consultants are hereby invited to submit a technical and a financial proposal for consultancy services required for the assignment named in the attached RFP, Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter of RFP. Your proposal could form the basis for future negotiations, if necessary and ultimately a Contract between your firm and the Client named in the Data Sheet.
- 2.2 A brief description of the assignment and its objectives are given in the Data Sheet. Details provided in the attached TOR will become part of agreement subsequently.
- 2.3 The assignment shall be implemented in accordance with the work schedule indicated in the Data Sheet, read with the Scope of Work and TOR.
- 2.4 The PA/PMU (referred to as the “Client” hereafter) has been entrusted the duty to implement the Projects as Executing Agency by The Ministry of Federal Education and Professional Training, Islamabad, Government of Pakistan and funds for the project for the consultancy services have been approved and provided in the PC-I for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract.
- 2.5 To obtain first-hand information on the assignment and on the local conditions, Consultants are invited to pay site visit of the proposed project location and meeting with the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Consultant’s representative may meet the officials named in the Data Sheet. A joint visit of the site may be carried out for appraisal of the various aspects of the assignment which shall be addressed in the proposal and shall be adhered to during execution of the Assignment. It may be in the interest of the Consultants to inform themselves of local conditions and take them into account in preparing their proposal.
- 2.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 2.7 Please note that:
- i. The cost of preparing the proposal and of negotiating the Contract, including site visit to the project location and Client, are not reimbursable as a direct cost of the assignment, and
  - ii. The Client is not bound to accept any of the proposals submitted.

The selection procedure for consultants shall be Quality Cum Cost Based Selection (QCBS) as detailed in Data Sheet.

### **3. Conflict of Interest**

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Consultants, 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:

(i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, 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, 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.

(ii) A Consultant (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 Consultant to be executed for the same or for another Procuring Agency.

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency'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.

### **Conflicting Relationships**

3.2 Government officials and civil servants may be hired as consultants only if:

- i. They are on leave of absence without pay;
- ii. They are not being hired by the agency they were working for, six months prior to going on leave; and
- iii. Their employment would not give rise to any conflict of interest.

**4. Fraud and Corruption**

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts.

"Corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

"The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard.

**5. Integrity Pact**

Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million.

**6. Eligible Consultants**

Consultants who fulfill and comply with the requirements of the proposal, laid down in the Data Sheet may submit their technical and financial proposals in response to this RFP. Their technical proposals shall be scrutinized in accordance with the criteria and provisions laid down in the Data Sheet and other stipulations in this RFP.

**7. Eligibility of Sub-Consultants**

A shortlisted/Selected Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.

**8. Only one Proposal**

Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

**9. Proposal Validity**

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants 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, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

**10. Clarification and Amendment in RFP Documents**

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

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**11. Preparation of Proposals**

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

**12. Language**

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

**13. Technical Proposal Format and Content**

13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

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

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last 10 years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).

(vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

## **14. Financial Proposals**

14.1 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 (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. 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.

## **15. Taxes**

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

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

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 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 (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL 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.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

## **17. Proposal Evaluation**

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

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

## **18. Evaluation of Technical Proposals**

### **Public Opening and Evaluation of Financial Proposals: (Quality & Cost Based Selection (QCBS) method only).**

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

## **19. Evaluation of Financial Proposals**

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants 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. Copy of the record shall be sent to all Consultants.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) 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:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

## **20. Negotiations**

20.1 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 PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**21. Technical negotiations**

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

**22. Financial negotiations**

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services.

**23. Availability of Professional staff/experts**

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract 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.

**24. Award of Contract**

24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in data sheet.

24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**25. Confidentiality**

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

### DATA SHEET

2.1	<p>Name of the Assignment is:  <b>Consultancy Services for Detailed Construction Supervision Services for the Establishment of Daanish School in Gilgit Baltistan (Ghanche)</b></p> <p>The Name of the P A's official (s):  1. Project Director, PMU  2. Project Engineer, PMU</p> <p style="padding-left: 150px;">Address: Ministry of FE &amp; PT,  1st Floor, PMI Building,  Khayaban-e-Suhrwardy, G-7/1, Islamabad</p> <p>Email address: <a href="mailto:pmumofept@gmail.com">pmumofept@gmail.com</a></p>
2.1	The method of selection is: <b>Quality and Cost Based Selection (QCBS) Method</b>
2.2	Technical and Financial Proposal shall be submitted in separate envelopes.
2.5	The successful bidder after award shall procure and arrange all necessary logistics to manage the work and shall accordingly provide facilities to the procuring agency as stated in the special stipulations
3	If the firm and staff involved in the design phase must submit an affidavit declaring no conflict of interest. Additionally, firm shall provide an independent third-party professional or firm to thoroughly review and vet the design work, and an affidavit must be accompanied with the bid confirming the same.
5	Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.
6	<p><b>Mandatory Eligibility Requirements for the Consultant</b>  The proposal shall be accompanied with the following:</p> <ul style="list-style-type: none"> <li>A. Letter of Application</li> <li>B. Authorized Representative</li> <li>C. Company Profile &amp; Organization Structure</li> <li>D. Firm's (Local) Registration with PEC (Mandatory)</li> <li>E. National Tax Number (NTN)</li> <li>F. JV agreement of foreign firm with local consultant firm. Where the Bidder is a joint venture, change in composition of the joint venture shall not be permitted after submission of the bid and subsequently after award of work. (if applicable)</li> <li>G. Specific project license/certificate of foreign and local JV firms from PEC. (if applicable)</li> <li>H. Balance Sheet and income tax returns of the firms and all JV partners (Last three years)</li> <li>I. Company Annual Turnover for the last three years of the firms and all JV partners (if applicable)</li> <li>J. Affidavit of no litigation and no legal action with any Government Organization</li> <li>K. Affidavit that the firm has never been blacklisted from any Organization</li> <li>L. The Bidder shall furnish as part of its Bid, a Bid-Securing Declaration as specified, in original form in Appendix,</li> <li>M. <b>An affidavit must be attached confirming that the staff proposed for this project will not be engaged in any other project.</b></li> <li>N. The firms are required to provide details of following mandatory requirements with supporting evidences <ul style="list-style-type: none"> <li>a. Presence of the Consultant's office within Pakistan.</li> </ul> </li> </ul>

	<p>b. Experience of Supervision and Design Vetting of Minimum 4 projects completed within last five (05) years, for project cost more than 2 billion.</p> <p>c. Construction supervision and Design Vetting experience relating to Educational Building projects of (at least 100,000 Sqft or above total Covered area) of 2 projects within last five (05) years for project cost more than 2 billion.</p> <p>d. Experience of construction supervision and Design Vetting of General Civil Works, Minimum 5 fast-track Projects within three years for project cost at least 2 billion or above.</p> <p>e. Annual Turnover minimum Rs. 100 (M) in the last 3 years</p> <p>The Bid- Securing Declaration shall be valid for bid validity period calculated from the date of opening of technical proposals. Any Bid not accompanied by a substantially responsive Bid securing declaration shall be rejected by the Purchaser as non-responsive.</p> <p>The Bid Securing declaration may be forfeited:</p> <p>(a) if a Bidder withdraws its Bid prior to the expiry date of Bid validity specified by the Bidder on the Letter of Bid or any extended date provided by the Bidder; or</p> <p>(b) if the successful Bidder fails to sign the Contract in accordance the conditions.</p> <p>The Bid- Securing Declaration of a JV must be in the name of the JV that submits the Bid. If the JV has not been legally constituted into a legally enforceable JV at the time of Bidding, the Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent.</p> <p><i>Non submission of "Bid Securing Declaration" will lead to rejection of bid</i></p> <p>The instrument submitted should be extendable by the Bidder as per the requirements of the procuring agency.</p>
9.1	Proposals must be valid for 90 days after the submission date
10.1	<p>Clarifications may be requested not later than five days before the submission date.</p> <p>The address for requesting clarifications is:</p> <p>Address: Ministry of FE &amp; PT, 1st Floor, PMI Building, Khayaban-e-Suhrwardy, G-7/1, Islamabad</p> <p>Email address: <a href="mailto:pmumofept@gmail.com">pmumofept@gmail.com</a></p>
11.2	The estimated number of professional staff-months required for the assignment shall be detailed in the technical proposal/TORs of this document.
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However, it is desirable that the firm's Personnel have working knowledge of the national and regional languages of Islamic Republic of Pakistan.
13.2	The format of the Technical Proposal to be submitted is: FTP
13.2(vi)	Training is a specific component of this assignment: for Web page and mobile application
14.1	<p>All the reimbursable direct cost to be indicated by the Consultant in the financial proposal the detail should include the following are:</p> <p>(1) a per diem allowance in respect of Personnel of the Consultant for every day in which the personnel shall be absent from the home office for purposes of the Services:</p> <p>(2) cost of necessary travel, including transportation of the personnel by the most appropriate means of transport and the most direct practicable route:</p> <p>(3) cost of the office accommodation, investigations and surveys</p> <p>(4) cost of applicable local communications such as the use of telephone and facsimile required for the purpose of Consulting Services:</p> <p>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purpose of Consulting Services:</p>

	<p>(6) cost of printing and dispatching of the reports to be produced for Consulting Services;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) cost of such further items required for purpose of the Services not covered in forgoing</p> <p>(9) Cost stated for procuring and providing facilities as per special stipulations</p>
15.1	Amounts payable by the Procuring Agency to the Consultant under the contract to be subject to local taxation, stamp duty and service charges.
16.2	Consultant must submit the original and one copy of the Technical Proposal and the original of the Financial Proposal.
16.4	<p>The Proposal submission address is:  <b>Project Director, Ministry of FE &amp; PT, 1st Floor, PMI Building, Khayaban-e-Suhrwardy, G-7/1, Islamabad</b>  Proposals must be submitted no later than the following date and time and at the address mentioned here above:  On or before 26<sup>th</sup> May, 2025 by Time: 2:00 PM  Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities, access to site, weather data, applicable laws and regulations, and any other matter considered relevant by them.</p> <p>(1) The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Client and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are instructed to treat all information as confidential and shall not be use it for any purpose other than for preparation and submission of their Bid. The CLIENT is not liable to return any Bid or any information provided along therewith except specifically mentioned. This RFP is not transferable.</p> <p>(2) It shall be deemed that by submitting a Bid, the Bidder has (a) made a complete and careful examination of the RFP Document; (b) received all relevant information; (c) acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP Documents or furnished by or on behalf of the CLIENT relating to any of the matters referred above in (1); (d) satisfied itself about all matters, things and information contained in this RFP herein above necessary and required for submitting an informed Bid, execution of the Project in accordance with the RFP Document and performance of all of its obligations there under;</p> <p>(e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFP Document or ignorance shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the CLIENT, or a ground for termination of the Agreement</p> <p>(3) The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initialed each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by authorized signatory</p> <p>(4) Bids received by the CLIENT after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.</p>
18.1	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:  <b>Evaluation Criteria</b>  Method of selection: <b>Quality and Cost Based Selection (QCBS)</b>  Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:  <b>Mandatory Eligibility Requirements for the Consultant</b></p> <ol style="list-style-type: none"> <li>Presence of the Consultant's office within Pakistan</li> <li>Experience of Supervision and Design Vetting of Minimum 4 projects completed within last five (05) years, for project cost more than 2 billion.</li> <li>Construction supervision and Design Vetting experience relating to Educational Building projects of (at least 100,000 Sqft or above total Covered area) of 2 projects within last five (05) years for project cost more than 2 billion.</li> <li>Experience of construction supervision and Design Vetting of General Civil Works, Minimum 5 fast-track Projects within three years for project cost at least 2 billion or above.</li> <li>Annual Turnover minimum Rs. 100 (M) in the last 3 years</li> </ol>

Sr.	Description	Marks
<b>i.</b>	<b>Experience of the Consultant</b>	
(a)	Overall Experience of Supervision and Design Vetting of at least 4 projects completed within last (05) five years, as prime consultant (25 points for each projects at-least project Cost 2000 Million or above). Documentary proof (Letter of Acceptance or Completion Certificate) be attached.	100
(b)	Construction supervision and Design Vetting of Education projects i.e. (School, College, University, Laboratory and etc.) works completed in last 05 years as prime consultant (25 points for each projects at-least 100,000 Sqft or above total covered area of the projects, Cost 2000 Million or above). Documentary proof (Letter of Acceptance or Completion Certificate) be attached.	50
(c)	Experience of construction supervision and Design Vetting of General Civil Works, Minimum 5 fast-track Projects within three years (10 points for each projects at-least project Cost 2000 Million or above). Documentary proof (Letter of Acceptance or Completion Certificate) be attached.	50
(d)	Financial Soundness of the Company last 3 Years supported by Audit Reports	50
	<b>Total points for criteria</b>	<b>250</b>
<b>ii.</b>	<b>Approach and Methodology</b>	
(a)	Understanding the Scope of the Project	100
(b)	Methodology of Supervision	20
(c)	Technical Approach	100
(d)	IT based solution	20
(e)	Planning and Monitoring Assistance regarding Government Based project	30
(f)	Transfer of knowledge and trainings during the project	20
(g)	Work Plan in the form of a Gantt chart of activities with duration of each task	20
(h)	Printed Presentation of Consultant's Understanding and Methodology	20
(i)	Staffing Schedule in the form of a bar chart for various phases and activities of the project	20
	<b>Total points for criteria</b>	<b>350</b>
<b>iii.</b>	<b>Key professional staff qualifications and competence for the assignment:</b>	
	<b>Firm Affidavit for Presence of Personnel</b>	20
	<b>Managerial Team</b>	
(a)	<b>Project Manager/Team Leader;</b> Bachelor of Civil Engineer, with degree Project Management, having minimum 25 years' experience, having done five relevant school projects.	40
(b)	<b>Principal Resident Engineer;</b> Bachelor of Civil Engineer, having minimum 25 years' experience, with experience of three similar school projects having minimum 25 years' experience, with experience of three similar Education projects	40
(c)	<b>Contracts, QA/QC &amp; Cost Specialist;</b> Bachelor of Civil Engineer, conversant with Contract Management and Law.	20
(d)	<b>IT Expert,</b> Masters in Engineering having 5-10 years' experience in IT, webpage app development	20
	<b>Supervision Team</b>	
(a)	<b>Senior Architect:</b> Masters in Architecture having minimum 25 years' experience with experience of three similar school projects	20
(b)	<b>Senior Structure/Civil Engineer:</b> Masters in Civil Engineering with experience of structure design of major building, having minimum 15 years' experience with experience of at least one similar school projects	20
(c)	<b>Senior Cad Person:</b> Diploma and having minimum 25 years' experience with experience of at least three similar school projects	20
(d)	<b>Planning Engineer:</b> Masters in Civil Engineering with experience of structure design of major building, having minimum 15 years' experience with experience of at least one similar school projects	20
(e)	<b>Quantity Surveyor:</b> Diploma in civil engineering having minimum 10 years' experience with experience of at least one similar school projects	20
(f)	<b>IT Specialists/ Entry Managers,</b> Bachelors in Engineering having 5-10 years' experience in IT, webpage app development (6 Nos)	60
(g)	<b>Site Inspector:</b> Diploma in civil engineering having minimum 8 years' experience. (7 Nos.) Diploma in Electrical or mechanical engineering having minimum 8 years' experience. (2 Nos.)	90
(h)	<b>Material Inspector:</b> Diploma in civil engineering having minimum 8 years' relevant experience.(2 Nos.)	10
	<b>Total points for criteria</b>	<b>400</b>
	<b>Total</b>	<b>1000</b>

	<p>The above team of professionals is the minimum staffing team for which the Consultants must submit the Curriculum Vitae. Consultants must propose additional staff in accordance with their proposed methodology and work plan, including Electrical Engineer, Plumbing Engineer, Inspectors, Quantity Surveyor(s), Surveyors, Material Technicians, and support staff, all for supervision services.</p> <p>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 percentage weights:</p> <table style="margin-left: 40px;"> <tr> <td>1) General qualifications</td><td>[30%]</td></tr> <tr> <td>2) Adequacy for the assignment</td><td>[60%]</td></tr> <tr> <td>3) Experience in region and/or language</td><td>[10%]</td></tr> <tr> <td colspan="2" style="text-align: right;">Total weight: 100%</td></tr> </table> <p><b>The minimum technical score required to pass is: 56 Point</b></p> <p>Tentative Project Team with Inputs (This can be proposed in the technical proposal with logical requirement)</p> <table style="margin-left: 40px;"> <tr> <td>a) Project Manager/Team Leader</td><td>1 No.</td></tr> <tr> <td>b) Principal Procurement &amp; Contract Specialist</td><td>1 No.</td></tr> <tr> <td>c) Contracts, QA/QC &amp; Cost Specialist</td><td>1 No.</td></tr> <tr> <td>d) Structure/ Civil Engineers</td><td>1 No.</td></tr> <tr> <td>e) Electrical Engineer</td><td>1 No.</td></tr> <tr> <td>f) Plumbing Engineer</td><td>1 No.</td></tr> <tr> <td>g) Cad Persons</td><td>4 No.</td></tr> <tr> <td>h) Quantity Surveyor</td><td>2 No.</td></tr> <tr> <td>i) Surveyors</td><td>2 No.</td></tr> <tr> <td>j) Resident Engineer</td><td>1 No.</td></tr> <tr> <td>k) Assistant Resident Engineers</td><td>6 No.</td></tr> <tr> <td>l) IT Experts</td><td>12 No.</td></tr> <tr> <td>m) Material Engineer</td><td>1 No.</td></tr> <tr> <td>n) Inspectors (Civil + Electrical)</td><td>36 + 6 = 42 No.</td></tr> <tr> <td>o) Material Inspectors</td><td>6 No.</td></tr> </table> <p>Remuneration Type for Supervision: Time Based/Man Month Basis</p> <p>The single currency for financial proposal is: Pak Rupees</p> <p>The Bidders shall be responsible for all of the costs associated with the preparation and submission of their Bids and their participation in the Bidding Process. The CLIENT will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.</p>	1) General qualifications	[30%]	2) Adequacy for the assignment	[60%]	3) Experience in region and/or language	[10%]	Total weight: 100%		a) Project Manager/Team Leader	1 No.	b) Principal Procurement & Contract Specialist	1 No.	c) Contracts, QA/QC & Cost Specialist	1 No.	d) Structure/ Civil Engineers	1 No.	e) Electrical Engineer	1 No.	f) Plumbing Engineer	1 No.	g) Cad Persons	4 No.	h) Quantity Surveyor	2 No.	i) Surveyors	2 No.	j) Resident Engineer	1 No.	k) Assistant Resident Engineers	6 No.	l) IT Experts	12 No.	m) Material Engineer	1 No.	n) Inspectors (Civil + Electrical)	36 + 6 = 42 No.	o) Material Inspectors	6 No.
1) General qualifications	[30%]																																						
2) Adequacy for the assignment	[60%]																																						
3) Experience in region and/or language	[10%]																																						
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f) Plumbing Engineer	1 No.																																						
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m) Material Engineer	1 No.																																						
n) Inspectors (Civil + Electrical)	36 + 6 = 42 No.																																						
o) Material Inspectors	6 No.																																						
19.4	<p>The formula for determining Financial Score is the following:</p> $Sf = 100 \times Fm / F$ <p>In which Sf is the Financial Score. Fm is the lowest price and F is the price of proposal under consideration.</p> <p>The weight given to Technical and Financial proposals are:</p> <p>Technical = 80% Financial = 20%</p>																																						
24.2	<p>(1) Notwithstanding anything contained in this RFP, the CLIENT reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, therefore as per PPRA rules 2004.</p>																																						

	<p>(2) The CLIENT reserves the right to reject any Bid if: (a) at any time, a material misrepresentation is made or uncovered, or (b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the CLIENT for evaluation of the Bid. (c) Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If the Bidder is a joint venture, then the entire joint venture shall be disqualified / rejected. If such disqualification / rejection occur after the Bids have been opened and the highest ranked Bidder gets disqualified / rejected, then the CLIENT reserves the right to: (i). invite the remaining Bidders starting with the second highest ranked bidder as per criteria mentioned in PPRA Procurement Consultancy Services Regulations 2010; or (ii). take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.</p> <p>(3) The CLIENT reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP Documents. Failure of the CLIENT to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the CLIENT there under.</p>
24.3	Expected date for commencement of consulting Supervision services: June 2025

*Consultancy Services for Detail Construction Supervision Services for the Establishment of Daanish School in Gilgit Baltistan (Ghanche)*

**SUMMARY EVALUATION SHEET FOR FULL TECHNICAL PROPOSALS (QCBS)**

Sr.	Description	Max. Weightage	Firm 1		Firm 2	
			Rating	Score	Rating	Score
<b>A</b>	<b>Experience of the Consultant</b>	<b>250</b>				
<b>1</b>	Overall Experience of Supervision and Design Vetting of at least 4 projects completed within last (05) five years, as prime consultant (25 points for each projects at-least project Cost 2000 Million or above). Documentary proof (Letter of Acceptance or Completion Certificate) be attached	100				
<b>2</b>	Construction supervision and Design Vetting of Education projects i.e. (School, College, University, Laboratory and etc.) works completed in last 05 years as prime consultant (25 points for each projects at-least 100,000 Sqft or above total covered area of the projects, Cost 2000 Million or above). Documentary proof (Letter of Acceptance or Completion Certificate) be attached.	50				
<b>3</b>	Experience of construction supervision and Design Vetting of General Civil Works, Minimum 5 fast-track Projects within three years (10 points for each projects at-least project Cost 2000 Million or above). Documentary proof (Letter of Acceptance or Completion Certificate) be attached.	50				
<b>4</b>	Financial Soundness of the Company last 3 Years supported by Audit Reports	50				
<b>B</b>	<b>Approach and Methodology</b>	<b>350</b>				
<b>1</b>	Understanding the Scope of the Project	100				
<b>2</b>	Methodology of Supervision	20				
<b>3</b>	Technical Approach	100				
<b>4</b>	IT based solution	20				
<b>5</b>	Planning and Monitoring Assistance regarding Government Based project	30				
<b>6</b>	Transfer of knowledge and trainings during the project	20				
<b>7</b>	Work Plan in the form of a Gantt chart of activities with duration of each task	20				
<b>8</b>	Printed Presentation of Consultant's Understanding and Methodology	20				
<b>9</b>	Staffing Schedule in the form of a bar chart for various phases and activities of the project	20				
<b>C</b>	<b>Key professional staff qualifications and competence for the assignment:</b>	<b>400</b>				
	<b>Firm Affidavit for Presence of Personnel</b>	<b>20</b>				
	<b>Managerial Team</b>					
<b>1</b>	Project Manager/Team Leader	40				
<b>2</b>	Principal Resident Engineer	40				
<b>3</b>	Contracts, QA/QC & Cost Specialist	20				
<b>4</b>	IT Expert	20				
	<b>Supervision Team</b>					
<b>5</b>	Senior Architect	20				
<b>6</b>	Senior Structure/ Civil Engineer	20				
<b>7</b>	Senior Cad Person	20				
<b>8</b>	Planning Engineer	20				
<b>9</b>	Quantity Surveyor	20				
<b>10</b>	IT Specialists/ Entry Managers	60				
<b>11</b>	Site Inspector	90				
<b>12</b>	Material Inspector:	10				
	Total	<b>1000</b>				

### Personnel Evaluation Sheet

Personnel Evaluation Sheet									
Sr.	Position/Required Qualification	Name	Academic and General Qualification Weightage 30%		Adequacy for the assignment Weightage 60%		Experience in region and/or language Weightage 10%		Overall Rating (Sum of Weighted Rating)
			Percentage Rating	Weightage Rating (A)	Percentage Rating	Weightage Rating (B)	Percentage Rating	Weightage Rating (C)	A+B=C
(Show all experts to be evaluated)									
A	Managerial Team								
1	Project Manager/Team Leader								
2	Principal Resident Engineer								
3	Contracts, QA/QC & Cost Specialist								
4	IT Expert								
B	Supervision Team								
1	Senior Architect								
2	Senior Structure/ Civil Engineer								
3	Senior Cad Person								
4	Planning Engineer								
5	Quantity Surveyor								
6	IT Specialists/ Entry Managers								
7	Site Inspector								
8	Material Inspector								

### **SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS**

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

Refer to Referenced Paragraph 13.2 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 13 of Section 2 of the RFP for Standard Forms required.

- |                     |   |
|---------------------|---|
| <b>Form TECH-1.</b> | Technical Proposal Submission Form  |
| <b>Form TECH-2.</b> | Consultant's Organization and Experience<br>A - Consultant's Organization<br>B - Consultant's Experience  |
| <b>Form TECH-3.</b> | Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PA<br>A - On the Terms of Reference<br>B - On Counterpart Staff and Facilities |
| <b>Form TECH-4.</b> | Description of Approach, Methodology and Work Plan for Performing the Assignment  |
| <b>Form TECH-5.</b> | Team Composition and Task Assignments   |
| <b>Form TECH-6.</b> | Curriculum Vitae (CV) for Proposed Professional Staff   |
| <b>Form TECH-7.</b> | Staffing Schedule   |
| <b>Form TECH-8.</b> | Work Schedule   |

**FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:

**PROJECT DIRECTOR  
PMU M/O FE&PT**

Dear Sir:

We, the undersigned, offer to provide the consulting services for “**Consultancy Services for Detailed Construction Supervision Services for the Establishment of Daanish School in Gilgit Baltistan (Ghanche)**” 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 separate envelopes.

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

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 negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in 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 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. CONSULTANT'S ORGANIZATION AND EXPERIENCE**

***A - Consultant's Organization***

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

**B - Consultant's Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or 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 20 pages.]

Assignment name:	Approx. value of the contract in Rs.:
Country: Location within country:	Duration of assignment (months):
Name of PA:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in Pak Rupees):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	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 services provided by your staff within the assignment:	

Firm's Name: \_\_\_\_\_

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

***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 to be provided by the PA according to the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

#### **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, inclusive of charts and diagrams) 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.*

*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 PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology.*

*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	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: Nationality:**

**5. Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

**6. Membership of Professional Associations:**

**7. Other Training** [Indicate significant training since degrees under 5 - Education were obtained]:

**8. Countries of Work Experience:** [List countries where staff has worked in the last ten years]:

**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.]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

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

**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.]

Name of assignment or project:

Year:

Location:

PA:

Main project features:

Positions held:

Activities performed:

**13. Certification:**

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

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

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

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

### FORM TECH-7. STAFFING SCHEDULE

S.N	Name of Staff	Staff input (in the form of a bar chart)												Total Staff -month Input	
<b>Construction Supervision</b>															
1		Home													
		Field													
2															
3															
														Sub Total	
														Grand Total	

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 field work.

3 Field work means work carried out at a place other than the Consultant's home office.

Full time input 

Part time input 

### FORM TECH-8. WORK SCHEDULE

S. Nr	Activity	Months													
		1	2	3	4	5	6	7	8	9	10	11	12	n	

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PA 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**

#### **SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS**

**Form FIN-1. Financial Proposal Submission Form**

**Form FIN-2. Summary of Costs**

**Form FIN-3. Breakdown of Costs by Activity**

**Form FIN-4. Breakdown of Remuneration**

**Form FIN-5. Breakdown of Direct Cost and Reimbursable Expenses (with detailed forms)**

**Annexure Financial Negotiations - Breakdown of Remuneration Rates**

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

45

[Location, Date]

To:

**PROJECT DIRECTOR  
PMU, M/o FE&PT**

Dear Sir:

We, the undersigned, offer to provide the consulting services for “**Consultancy Services for Detailed Construction Supervision Services for the Establishment of Daanish School in Gilgit Baltistan (Ghanche)**” 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].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9.1 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:

---

1. Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

**FORM FIN-2. SUMMARY OF COSTS**

<b>Sr. Nr.</b>	<b>Item</b>	<b>Costs (Pak Rs)</b>
<b>1</b>	<b>Construction Supervision (Man Months)</b>	
<b>2</b>	<b>Remuneration Costs</b>	
	<b>Total Consultancy Supervision Cost</b>	

**FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY  
SUMMARY OF COST OF CONSULTANT FOR**

**SUPERVISION PHASE**

<b>Sr. No.</b>	<b>Description</b>	<b>Amount (Rs.)</b>
1.	Salary Cost / Remuneration	
2.	Direct (Non-Salary) Cost	
	Total	
	Tax	
3.	<b>Grand Total:</b>	

Note: 1- This cost is supposed to be built up in bid price and if anything is left blank it shall be deemed to be included in the cost.

2- The grand total is inclusive of all the applicable Federal and Provincial taxes. All these taxes are required to be built in the quoted rates and not be mentioned separately.

**FORM FIN-4. BREAKDOWN OF REMUNERATION SUPERVISION PHASE**

<b>Sr. Nr.</b>	<b>Name of Staff</b>	<b>Position</b>	<b>Staff Month Rate</b>	<b>Input (Staff Months)</b>	<b>Total Rs.</b>
<b>Construction Supervision</b>					
<b>Subtotal</b>					
<b>TOTAL</b>					

**FORM FIN-5. BREAKDOWN OF DIRECT COST AND  
REIMBURSABLE EXPENSES CONSTRUCTION SUPERVISION PHASE**

Sr. Nr.	Description	Unit	Quantity	Unit Cost	Total Amount (Rs)
	<b>CONSTRUCTION SUPERVISION</b>				
1	Per diem allowances	Day			
2	Miscellaneous travel expenses	Trip			
3	Communication Costs Between [insert place] and [insert place]				
4	Drafting, reproduction of reports				
5	Equipment, instruments, materials, supplies, etc				
6	Use of computers, software, application dev. (Design)				
10	Insurances and liabilities				
	<b>Total</b>				

The above Items are for guidance only. The Consultants may add for other allowances where applicable and provisional or fixed sums (if any); and cost of such further items required for purpose of the Services not covered in forgoing

FORM – A -1

# BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

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

Consultant: \_\_\_\_\_

Name	Position	Basic Salary per Cal. Month	Social Charges (%age of 1)	Overhead (%age of 1+2)	Sub-Total (1+2+3)	Fee (%age of 4)	Rate per Month for project Office	Field Allow. (%age of 1)	Rate per Month for Field Work
		1	2	3	4	5	6	7	8

Notes:

Item No. 1 Basic salary shall include actual gross salary before deduction of taxes. Payroll sheet for each proposed personnel should be submitted at the time of negotiations.

Item No. 2 Social charges shall include Client's contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. Breakdown of proposed percentage charges should be submitted and supported (see Form A-3).

Item No. 3 Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported (see Form A-4).

Item No. 5 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or specified in overhead costs of the Company.

Item No. 7 Normally payable only in case of field work under hard and arduous conditions.

Full Name:

Signature:

Title:

Form A-2

**BREAKDOWN OF SOCIAL CHARGES**

<b>Sr. No.</b>	<b>Detailed Description</b>	<b>As a %age of Basic Salary</b>

Form A-3

**BREAKDOWN OF OVERHEAD COSTS**

<b>Sr. No.</b>	<b>Detailed Description</b>	<b>As a %age of Basic Salary And Social Charges</b>

# ESTIMATED LOCAL CURRENCY SALARY

## COSTS/REMUNERATION

Sr. No.	Position	Name	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
<b>I. Professional / Key Staff</b>					
		<b>Sub-Total:</b>			

# ESTIMATED LOCAL CURRENCY SALARY

## COSTS/REMUNERATION

Sr. No.	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
<b>II. Non-Technical / Support Staff</b>				
	<b>Sub-Total:</b>			

Note: The bidder is required to quote the rates of Non-Technical / Support Staff given in the TOR in above table & provide a lump sum cost in item No. 9 of Form A-16 that should tally with the above stated amount (cost effect should be taken only once in Form A-16). The bidder may propose Non-Technical / Support Staff person-months in addition to those given in TOR; however, in such a case tenable reasons must be given in the Form A-4 "Comments on TOR". The Employer's negotiation committee will deliberate on the requirement of additional staff in case such bidder stands top ranked. It is also to be noted that the employer is not bound to agree to the reasons given in Form A-4.

## DIRECT (NON-SALARY) COSTS

Supervision Phase (18 Months)

Sr. No.	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1.	Rent for Office Accommodation	Per Month	18		
2.	Office Utilities Costs	Per Month	18		
3.	Cost of Furniture / Furnishings	L.S			
4.	Cost (rentals) of Office/Other Equipment i). Computers and accessories ii). Photo copy machines iii). Communication equipment iv). Drafting / Engineering equipment v). Surveying instruments (rentals) vi). Site visits and Meetings vii). during currency of Design and co-ordination in supervision viii). Lab Equipment's	P.S			
5.	Communication expenses	Per month	18		
6.	Maintenance of Vehicle with Fuel During the Supervision Phase for PMU and establishment of camp office for the PMU.	Per Month	18		
7	Cost of details mentioned in the section of special provision	Per Month	18		
8	Drafting/Reproduction of Reports	Per month	18		
9	Office/Drafting Supplies	Per month	18		
10	Non-Technical/Support Staff as needed for key professional staff along with number, charge rate and category for review	Per Month	18		
11	Others not covered above to comply with TOR requirement (In accordance with your Comments on TOR).	L.S			
	<b>Total</b>				

## **SECTION 5: TERMS OF REFERENCE**

## TERMS OF REFERENCE

### **Consultancy Services for Detailed Construction Supervision Services for the Establishment of Daanish School in Gilgit Baltistan (Ghanche)**

<b>Duty Station:</b>	Gilgit Baltistan, GB (Ghanche)
<b>Duration of Appointment</b>	18 Months. (12 Months Construction + 6 Months DLP)
<b>Expected Starting Date</b>	June, 2025

#### **1. Introduction:**

The establishment of a Daanish schools which will be equipped with state-of-art modern education system provision promoting high quality learning for the marginalized talented children from 6 to 12 grades. With a strong emphasis on innovation, entrepreneurship, and digital literacy, we aim to prepare students to thrive in the fast-paced, technology-driven world of the 21st century.

This project involves conducting for the project Establishment of Daanish Schools in Gilgit Baltistan (Ghanche). Our proposed boarding schools is envisioned as a pioneering institution that integrates cutting-edge education technology with traditional values and holistic development.

(a) Infrastructure development comprising

- Academic Block, Hostel Building, Residences, Auditorium, Dispensary, Cafeteria, Kitchen, laundry, Admin, GYM, Mosque, Cricket Stadium, Football Ground, Badminton , Basket Ball, Parking Area.

(b) External Development

- Drainage Works ,Pathways, Water supply, Sewerage and storm water , Entrance area and Boundary Wall Security Posts

(c) Street Lights, Solar System (40 KVA), Cost of Sports Equipment, Cost of Library Books ,Additional Items (Water cooler/Filter/Acrylic Boards ect)

(d) Provision of Furniture

(e) Provision of Equipment

The project detail is as follows: (The details/demands which are in the original PC-I shall be made available by the Client and copy of PC-I shall be provided as required)

- Establishment a fully functional boarding school with staff residential facility for the marginalized talented children from 6 to 12 grades
- Construction of Infrastructure (State-of-the-Art School Building, Laboratories, other facilities
- Provision of furniture and equipment.

There is need for Educational Institution in the area for under privileged children. The increase in population in the areas has increase the demand for a public sector institution. The Ministry intends to execute the project through its own resources. On approval of the scheme from CDWP the Ministry of Housing under the rules of business may be directed to issue NOC for execution of the project.

#### **2. Project Objectives:**

Basic objectives of the project are to:

- (a) Establish a fully functional boarding school with staff residential facility equipped with state-of-the-art modern education system for the marginalized talented children from 6 to 12 grades.

- (b) Construct school infrastructure and design focuses on the modern principles of green and sustainable schooling.
- (c) Offer a rigorous academic curriculum aligned with national and international standards.
- (d) Provide a comprehensive character development program that instills innovation, entrepreneurship and digital literacy.
- (e) Foster a spirit of patriotism, social responsibility, and community service among the students.
- (f) Promote physical fitness, sportsmanship, and extracurricular activities for overall personality development.
- (g) Prepare students for competitive examinations, including university admissions and national defense academies.
- (h) Establish partnerships with leading educational institutions, organizations, and foundations to enhance opportunities for students

The project and Education sector objectives are same as both advocate provision of quality education to the students.

### **3. Description of Project**

#### **3.1 Project Location**                      Gilgit Baltistan (Ghanche)

#### **3.2 Project Components:**

**Project:**                      **Establishment of Daanish School in Gilgit Baltistan (Ghanche)**

#### **Summary of Scope of Work**

To supervise the following work but not limited to the mentioned in the project modified PC-I.

- Infrastructure Development.(Blocks)
- External Development
- Street Lights, Solar System (40 KVA), Cost of Sports Equipment, Cost of Library Books, Additional Items (Water cooler/Filter/Acrylic Boards ect)
- Provision of furniture, equipment and vehicles

#### **Project: Establishment of Daanish School in Gilgit Baltistan (Ghanche)**

##### **Covered Area**

<b>Block Name</b>	<b>Stories</b>	<b>Covered Area (Sq. ft)</b>
Academic Block	Ground+3	19776
Extension	Ground+2	7200
Admin Block	Ground+2	3000
Lecture Hall	Ground (Double Height)	3000
Counseling Area	Ground	300
Cafeteria Tuk Shop	Ground+1	6000
Dispensary	Ground	300
Aditorium	Ground (Double Height)	6000
Laundry	Ground	2800
Student Hostel	Ground +3	32000
Staff Hostel	Ground +3	12000

*Consultancy Services for Detail Construction Supervision Services for the Establishment of Daanish School in Gilgit Baltistan (Ghanche)*

Faculty Male Hostel	Ground+2	12000
Faculty Female Hostel	Ground+2	12000
Residences	Ground + 2	15120
Parking (77) Cars	Ground	23766
Parking (6) buses	Ground	5299
Future Extention		20370
Sport Area	Ground	42920
Assembly Area	Ground	12000
Boundary Wall	8 Feet High	3200
Entrance Area	LS	
<b>Total Area</b>		<b>240851</b>

**Allied Works**

Description	
Infrastructure development cost	Combine
Drainage Works	Combine
Roads	Combine
Path Ways	Combine
Water supply	Combine
Sewerage and storm water	Combine
Entrance area and Boundary Wall Security Posts	Combine

Description	
Street Lights	Combine
Solar System (40 KVA)	Combine
Cost of Sports Equipment	Combine
Cost of Library Books	Combine
Additional Items (Water cooler/filter/Acrylic Boards etc)	Combine
Procurement of Furniture	Combine
Procurement of Equipment	Combine

**4. Time period                      18 Months (12 Months Construction + 6 Months DLP)**

**5. Scope of Consultancy Services**

The scope of consultancy work for a total duration of 18 months which will include the following:

1. The Consultant will provide a team of staff who are experienced in the supervision, contract management and quality control of the development of infrastructure works and services of the schools.
2. The Consultant will supervise construction of works to ensure that the works are carried out as per the contract documents, approved designs, drawings and specification and adherence to standards.

**6. Detailed Tasks includes:**

**Construction Supervision**

- i) Kick off Meeting & identification and collection of available information, data and reports
- ii) Implementation of Web Page and monitoring mobile application of the Project along with suggested improvements.
- iii) Implementation of Application for digital/online monitoring of the project quality and quantity control with complete trainings for the officials and staff.
- iv) Operating the Mobile/web based application for supervision.
- v) The project timeline spans 18 months, comprising 12 months for execution and 6 months for the Defects Liability Period.
- vi) Assisting in approving the contractor's work program, method statements, material sources.
- vii) The Technical Bid Proposals must include a detailed supervision hierarchy outlining the roles and reporting lines of specialized professionals, including planners, quantity surveyors, designers, resident engineers, contract specialists, and others, under the Team Leader/Consultant's supervision, subject to client approval.
- viii) Issuing working drawings, approving the setting out of the works, and assisting in giving instructions to the contractor.
- ix) Preparation & Issuance of Periodic Progress Reports, including Gantt charts (monthly/fortnightly as appropriate) in digital and hard copy format.
- x) Quality Control and Testing of Materials & Works including reviewing the quality control programs of the contractors, inspecting and testing all materials and works to ensure compliance with specifications and giving immediate notice to the contractor in the event that such materials and works fail to comply with the specifications.
- xi) Supervision, inspection and monitoring of the works to ensure compliance with the Contract documents and standards.
- xii) Daily site manpower tracking and attendance record-keeping.
- xiii) Making measurements and keeping measurement records, maintaining records of works and correspondence and diaries and also uploading it onto the web/mobile application.
- xiv) Certifying work volume and interim certificates for progress payments.
- xv) Certifying completion of part or all of the works and assistance in taking over.
- xvi) Project Monitoring including Time & Progress monitoring, Cost & Quantity monitoring and Control through periodically checking the remaining quantities, and undertaking constant monitoring of each contract's costs.
- xvii) Recommending work execution Matters & Processing of Contractor's Claims including reviewing and recommending to the Clients variation orders, extensions of time, claims, and other matters that may come from each contractor and advising the employer's representative on all matters relating to the execution of the works and assisting the representative with processing the contractor's possible claims.
- xviii) Ensuring compliance with the environmental and social impact mitigation requirements of civil works contracts, and providing information to Client on those processes in the agreed periodical progress reports.
- xix) Assistance in the procurement of the furniture and equipment ensuring compliance with the specifications.
- xx) Arranging the training for the operation and maintenance of various equipment.
- xxi) Preparation of responses of the audit paras.

- xxii) At the completion of the contracts, assisting in preparing a consolidated project completion report in a PC-IV.
- xxiii) At completion of each contract, submit catalogue descriptive and photographic, depicting the site conditions before and after the contract implementation and videos formulations.
- xxiv) Providing and certifying structure stability certificate for the works prepared by the contractors with structural stability reports
- xxv) The consultant shall discuss all monitoring modules and will assist in implementation of these modules for making payments to contractor.
- xxvi) Inspection of works during defects liability period, get the works rectified before final clearance and issuance of defects liability certificate
- xxvii) Completion reports of substantially completed work.
- xxviii) Pictographic record and videos of before execution and after execution status school wise.

## **Deliverables**

The Consultants shall prepare the following documents for the project and submit five (05) copies, Digital copies are preferable of each to the Client within the specified period from commencement of services, for review and approval:

### **Construction Supervision & Contract Management**

- Issued for Construction Drawings (After signing of construction contract(s))
  - Design Vetting Report preferably in 15 days
  - Monthly Progress Report every month on 5<sup>th</sup> of each
  - Project Completion Report at substantial completion and after 1.0 month over completion of construction contracts
  - Structural Stability Certificates
  - Quality Certification Certificate
  - Measurement and Payment Certifications
  - As Build Drawings
  - Over all Completion Report within 1.0 months after completion
  - PC-IV and other closure document
1. The Client reserves the right to reduce or increase the scope of service as mentioned, herein. Furthermore, the Client may also conclude the contract at any stage as may deemed appropriate with proper assessment of the services rendered under the contract under the recommendations of the committee as and when constituted by the Client.
  2. The staff engaged for the project shall be done after consent of the Employer/ Client. Upon instances of misconduct or inefficiency or fraud the services of the staff shall be terminated with immediate effect upon the written instructions of the client. No staff shall be allowed to share any information of the project without consent of the Employer. Legal proceeding shall be taken against the persons manipulating the record or unauthorized changing/ removing of record.
  3. The consultant staff shall fully equip and operate its supervision team through this contract and there shall be no other facilitations available to the supervision staff from construction contracts or any other contract.

## **SECTION 6: STANDARD FORM OF DRAFT CONTRACT**

## FORM OF CONTRACT

- [Notes: 1. Use this Form of Contract when the Consultants perform Services as Sole Consultants.
2. In case the Consultants perform Services as a Member of the joint venture, use the Form included at the end.
3. All notes should be deleted in the final text.]

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

\_\_\_\_\_ (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, \_\_\_\_\_ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

Appendix A: Description of Services  
Appendix B: Reporting Requirements

- Appendix C: Key Personnel and Subconsultants*  
*Appendix D: Breakdown of Contract Price in Foreign Currency*  
*Appendix E: Breakdown of Contract Price in Local Currency*  
*Appendix F: Services & Facilities to be Provided by the Client and Counterpart Personnel to be Made Available to the Consultants 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*

*(CONSULTANTS)*

*Witness*

*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;
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;

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

## **1.2 Law Governing the Contract**

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

## **1.3 Language**

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

## **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorised 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 Authorised Representative 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 Authorised Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorised Representatives specified in the SC.

## **1.7 Taxes**

Unless specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

## **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 SC, to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

## **1.9 Relation between the Parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## **1.10 Headings**

The headings shall not limit, alter or affect the meaning of this Contract.

# **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 mutually agreed and signed by both the Parties.

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

If the scope or duration of the Services is increased:

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

## **2.7 Force Majeure**

### **2.7.1 Definition**

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

## **2.7.2 No Breach of Contract**

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

## **2.7.3 Extension of Time**

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

## **2.7.4 Payments**

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

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

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

## **2.9 Termination**

### **2.9.1 By the Client**

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 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 8 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 8 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.

### **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 paragraphs (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 8 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**

#### **3.1.1 Standard of Performance**

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

#### **3.1.2 Law Governing Services**

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, comply with the Applicable Law.

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

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

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned 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 Insurances to be Taken out by the Consultants**

In addition to the insurance stated in Sub-Clause 3.4 above, the Consultants shall take out and

maintain the various insurances as are specified in the SC, at the cost and expense of the Client.

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

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

### **3.7 Reporting Obligations**

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

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

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

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

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

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided 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 General**

The Consultants shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.

### **4.2 Description of Personnel**

- (a) The title, activities of job description and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.
- (b) Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth in Appendix C may be made by the Consultants in accordance with the actual requirements of the Contract to ensure efficient performance of the Services, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Sub-Clause 6.1(a) of this Contract.

### **4.3 Approval of Personnel**

The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

### **4.4 Working Hours, Leave, Overtime, etc.**

Working Hours for Key Personnel are set forth in Appendix-C hereto.

Except for the staff covered under reimbursable direct costs expenditure, the Consultants' remuneration given in Appendix D and Appendix E shall be deemed to cover paid casual leave, sick leave and earned leave. The Client will reimburse overtime payments to eligible

Personnel provided by the Consultants, in respect of support staff and work charged staff. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Such leave taking of the Authorized Representative of the Consultants at site, if any, shall be preceded by the Client informed in writing.

#### **4.5 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 has committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

#### **4.6 Resident Engineer**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services, a Resident Engineer acceptable to the Client, shall take charge of the performance of such Services

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

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

##### **5.1.1 Assistance**

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

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organizations. Such items 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) provide to the Consultants, Sub consultants, and Personnel any such other assistance and exemptions as may be specified in the SC;
- (e) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

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

The Client shall:

- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) coordinate with any other consultants employed by him.

#### **5.1.3 Approvals**

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

#### **5.2 Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

#### **5.3 Change in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or

decreased accordingly, and a corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.1 (a). Rate in the Appendix-E shall be revised in case of revision in salary made in an organization due to statutory Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

#### **5.4 Services and Facilities**

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Sub-Clause 6.1(b) 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.

#### **5.6 Counterpart Personnel**

- (a) If so provided in Appendix-F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix-F, the Client and the Consultants shall agree on; (i) how the affected part of the Services shall be carried out; and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Sub- Clause 6.1(c) hereof.

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

### **6.1 Cost Estimates, Ceiling Amount**

- (a) An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Sub-Clause 2.5 and subject to Sub-Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D and in local currency in Appendix E, excluding adjustments made under Sub-Clause 6.2(a) of the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (b) Notwithstanding Sub-Clause 6.1(a) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 6.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to remuneration not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, and the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- (c) Notwithstanding Sub-Clause 6.1(b) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to reimbursable direct cost not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### **6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)**

- (a) Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Sub-Clause 6.2(c). Remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Sub-Clause SC 2.3 (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.
- (c) Reimbursable direct costs (non-salary costs) actually and reasonably incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the SC.

### **6.3 Currency of Payment**

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in Appendix D, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

### **6.4 Mode of Billing and Payment**

Billing and payments in respect of the Services shall be made as follows:

- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:
  - (i) Not later than thirty (30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.
  - (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

Any bank interest accruing in a revolving fund shall be credited by the Consultants to the Client.

- (b) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure.

In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants.

- (c) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted along with the final report and statement of the Consultants by the Client.
- (e) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.

## **6.5 Delayed Payments**

If the Client has delayed payments beyond the period stated in paragraph (c) of Sub-Clause 6.4, interest 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, the Consultants, with the prior written authorization of the Client, shall carry out such Additional Services on the basis of the billing rates set out in the Contract. In case for any reasons these rates and prices are determined by both the Parties to be not applicable for said Additional Services, then suitable billing rates and the additional time, shall be agreed upon between the Client and the Consultants.

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

If the Client fails to make the payment of any of the Consultants' invoice within twenty-eight (28) days after the expiry of the time stated in paragraph (c) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than twenty-eight (28) 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. FAIRNESS AND GOOD FAITH**

#### **7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization to the objectives of this Contract.

#### **7.2 Operation of the Contract**

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Sub-Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

## **8. SETTLEMENT OF DISPUTES**

### **8.1 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.

### **8.2 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 Rules made thereunder and any statutory modifications thereto.

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

## **9. INTEGRITY PACT**

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

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

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

### III. SPECIAL CONDITIONS OF CONTRACT

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

#### 1.1      Definitions

(p)    "Project" means "*Consultancy Services for Detail Construction Supervision Services for the Establishment of Daanish School in Gilgit Baltistan (Ghanche)* "

#### 1.6      Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Project Director, M/o FE&PT. or any other as notified by the Project Director,  
M/o FE&PT

E. Mail: [pmumofept@gmail.com](mailto:pmumofept@gmail.com)

For the Consultants:

\_\_\_\_\_ (Name of Project Manager)  
\_\_\_\_\_ (Project)  
\_\_\_\_\_ (Address)

Telephone    : \_\_\_\_\_  
Facsimile    : \_\_\_\_\_  
Email        : \_\_\_\_\_

#### 1.7      Taxes

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

#### 1.8      Leader of 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.] \_\_\_\_\_

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

## **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 and revolving fund is established in accordance with Sub-Clause 6.4.

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

The time period shall be 120 days or such other period as the Parties may agree in writing.

## **2.3 Commencement of Services**

The Consultants shall commence the Services within twenty-one (21) 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 547 days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before 30<sup>th</sup> September 2026. The extension shall be issued if deemed appropriate by the client.

"Completion of Services" means finalization of all deliverables like as built, handing taking over reports issuance of defect liability completion certificate, clearance of accounts and approval of PC-IV report

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

The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of Rs 500,000/- (Rupees five hundred thousand)
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.
- (c) Third Party liability insurance with a minimum coverage of Rs. 2.0 (M) Rupees two million

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

- (c) The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:
  - i) Issuing Variations Orders in respect of:

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

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

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

### **4.6 Resident Engineer**

The Client prefers engaging specialized personnel, including planners, quantity surveyors, designers, resident engineers (administrative), contract specialists, and others, to work directly under the Team Leader. The Consultants' proposed model for supervision hierarchy and alternative options will be presented for Client approval, other than the convergence model of Resident Engineer.

[Note: Name and address of the Consultants' Resident Engineer, if applicable will be provided here]

### **5.1.1 Assistance**

- (a) The assistance shall be asked in writing and the client is not obligated otherwise. The details/demands which are in the original PC-I shall be made available by the Client and copy of PC-I shall be provided as required

### **5.1.2 Coordination**

- (a) The departments and agencies include Ministry of Federal Education and Professional Training, Islamabad and other stakeholders mentioned in the PC-I under Federal Directorate of Education. The Project Management Unit will directly administer the contract.

### **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. Additional clarification can be asked which shall extend the time of such approvals.

## **6.2 Remuneration and Reimbursable Direct Costs (Non-Salary Costs)**

6.2(a) Payments for remuneration made in accordance with Sub-Clause 6.2(a) shall be adjusted as follows:

- (i) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix-D shall be adjusted after every 12 months (and, the first time, with effect from the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:

$$R_f = R_{fo} \times I_f / I_{fo}$$

where R<sub>f</sub> is the adjusted remuneration, R<sub>fo</sub> is the remuneration payable on the basis of the rates set forth in Appendix-D for remuneration payable in foreign currency, I<sub>f</sub> is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and I<sub>fo</sub> is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

- (ii) Remuneration paid in local currency pursuant to the billing rates agreed for each person shall be adjusted in July of every year (and, for the first time, with effect from the remuneration earned in July following submission of financial proposal) by considering the following subject to maximum of prevalent CPI as per given formula plus salary revision due to statutory notification, if applicable pursuant to Sub-Clause 5.3 upon substantiation:

- annual increment

- Increase due to promotion
  - Salary revision, if applicable pursuant to Sub-Clause 5.3 or otherwise
- or,
- to be computed with the following formula:

$$RI = RIo \times II/Io$$

Where RI is the adjusted billing rate, RIo is the billing rate payable on the basis of the agreed billing rate in local currency as on July (i.e. the year in which the Consultants submitted its financial proposal to the Client). II is the Combined Consumer Price Index (CPI) "General" for Government employees as published by the Federal Bureau of Statistics, Government of Pakistan for the month of July for which the adjustment is to have effect, and Io is the Consumer Price Index "General" for Government employees as published by the Federal Bureau of Statistics Government of Pakistan for the month of July (i.e. the Year in which the Consultants submitted its financial proposal to the Client).

- 6.2(b) The rates for foreign Personnel set forth in Appendix D, and the rates for local Personnel set forth in Appendix E, after adjustments, if any, pursuant to Sub-Clause 6.2(a) hereof shall be used for billing purposes.

*[Note: Use the appropriate condition.]*

It is understood that the remuneration rates shall cover salary and allowances as the Consultants shall have agreed to pay to the Personnel as well as factors for social charges and overhead based on the Consultants' average cost as represented by the financial statements of Consultants' latest three fiscal years and fee of the Consultants.

The remuneration rates have been agreed upon based on the representations made by the Consultants during finalization of this Contract with respect to the Consultants' costs and charges as referred above as such representations are evidenced by the form "Breakdown of Agreed Fixed Rates in Consultants' Contract" (A model of such form is attached at the end of these SC. The Consultants should be requested to execute this Form at the conclusion of the Contract negotiation when the Parties have agreed on the fixed rates and their breakdown).

Remuneration for periods of less than one month shall be calculated on hourly basis for the time spent by the Head Office staff or Project Office staff and directly attributable to the Services (one hour being equivalent to 1/170 of a month) and on calendar day basis for time spent by the Site Office staff (one day being equivalent to 1/30th of a month).

- 6.2(c) Reimbursable Direct Costs (Non Salary Costs)

Direct Non-salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects. These costs include but are not limited to the following:

- (i) Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the

firm are arranged.

- (ii) Provision for labor or work charge establishment.
- (iii) Daily and travelling allowances/expenses of employees, partners and principals when away from home/office on business connected with the project.
- (iv) Identifiable communication expenses, such as long distance telephone, telegraph, cable, telex, express charges, and postage other than general correspondence.
- (v) Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, perspectives, renderings, photos, model costs, commercial printing and binding and similar costs which are not applicable to the overhead costs, professional liability insurance cover in accordance with the provisions set out in Sub- Clause 3.4.
- (vi) Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
- (vii) Identifiable reproduction cost applicable to the work such as blue printing, photo stating, mimeographing, printing, binding etc.

### **6.3 Currency of Payment**

6.3(b) Remuneration for foreign personnel shall be paid in foreign currency and remuneration for local personnel shall be paid in local currency.

The reimbursable direct cost expenditures in foreign currency shall be as stated in Appendix-D.

The reimbursable direct cost expenditures in local currency shall be as stated in Appendix-E

### **6.4 Mode of Billing and Payments:**

Sub-clause GC 6.4 (a) is deleted and substituted as under:

- (a) i. The Employer shall affect payments to the Consultants in accordance with the payment schedules and in the manner set forth in Appendices – D & E as per Government accounting procedures.
- (a) ii. Amounts due to the consultant shall be paid within thirty (30) calendar days from the date of submission of invoice as per prevalent Government Procedures and availability of funds. An affidavit or certificate for salary payment of personnel and all other charges will be furnished to the Employer by the consultant.

- (a) **iii.** If the item or a part of an item of an invoice submitted by the consultant is disputed or subjected to question by the Employer, the payment of that part of the invoice which is not contested shall not be withheld on those grounds and the provision of clause 6.4 (a) ii. mentioned above shall apply to the remainder.
- (a) **iv.** The consultant shall be required to submit, as much as are available records of the work carried out under this contract. The Employer may audit accounts, as much as are available with the consultant, for the services provided by the consultant under this contract. Should any error be found, this shall be called to the attention of the consultant and if so it shall be adjusted/rectified accordingly. A written intimation for this audit shall be given to the consultants and all such record shall be made available for a period not less than three (3) years from the completion of the services or termination of the contract.

#### **6.5 Delayed Payments**

The compensation on delayed payments for local and foreign currency shall be as follows:

- (i) for local currency = eight percent (8%) per annum.

#### **6.6. Additional Services**

The consultant shall be prepared at any time during the contract to provide expert technical advice and skill to the Employer who may ask and seek such assistance in respect of the project. The consultant shall be separately compensated for all such services not covered in the original services. The consultant at the time of instruction

#### **8.1 Amicable settlement**

Disputes shall be properly filed by either of the parties to the other party, with inclusion of responses, prior to any initiation of amicable settlement. Without proper filing of disputes the amicable settlement and other dispute resolution clauses shall not initiate by either of the parties.

#### **10. Priority of Documents**

Following is to indicate priority of documents forming part of this contract to resolve an ambiguity

- i. Contract Agreement
- ii. Minutes of negotiation
- iii. The Special Conditions of the Contract
- iv. The General Conditions of the Contract
- v. The minutes of pre-proposal meeting and addendum(s) if any;
- vi. Services/Scope of service/ Terms of References
- vii. Any other document including Integrity pact (JV agreement if any)

**11 Royalties**

The consultant shall save harmless and identify the employer from and against all claims and proceedings on account of or for infringement of any patent rights, design, trademark or name or other protected rights in respect to any patented designs, features or equipment they may use for carrying out the services, and shall pay all the royalties etc, thereto.

## MODEL FORM

### Breakdown of Agreed Fixed Rates in Consultants' Contract

We hereby confirm that we have agreed to pay to the staff members listed, who will be involved in this assignment, the basic salaries and field allowances (if applicable) indicated below):

		1	2	3	4	5	6	7	8
		Basic Salary per					Overseas/field	Agreed Fixed	Agreed Fixed
		Working	Social Charges	Overhead	Subtotal	Fee	Allowance	Rate per Working	Rate
Name	Position	Month/Day/Hour	(% of 1)	(% of 1&2)		(% of 4)	(% of 1)	Month/Day/Hour	(% of 1)
(Expressed in _____(name of currency)_____)									

Signature

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

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

Date

## **IV APPENDICES**

## **Appendix A**

### **Description of the Services**

[Details provided in the Terms of Reference sections]

[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**

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

The Details are mentioned in the “Terms of Reference” should be properly understood and should in line with the following requirement. The consultant can suggest changes and provide details in the deliverable mentioned as follows

#### **Construction Supervision & Contract Management**

- Issued for Construction Drawings (After signing of construction contract(s))
- Design vetting report preferably in 15 days
- Monthly Progress Report every month on 5<sup>th</sup> of each
- Project Completion Report at substantial completion and after 1.0 month over completion of construction contracts
- Structural Stability Certificates
- Quality Certification Certificate
- Measurement and Payment Certifications
- As Build Drawings
- Over all Completion Report within 1.0 months after completion
- PC-IV and other closure document

## **Appendix C**

### **Key Personnel and Subconsultants**

- [List under:
- C-1 Title [and names, if already available], activities of job descriptions and working hours of key Personnel to be assigned to work and staff-months for each.
  - C-2 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1.]

## **Appendix D**

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

[List hereunder cost estimates in foreign currency:

1.     (a)     Monthly rates for foreign personnel (Key Personnel and other Personnel)  
       (b)     Total Remuneration of Staff (on the basis of monthly rates)
2.     Reimbursable direct costs (non-salary costs);

Direct Non-salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects. These costs include but are not limited to the following:

- (i)     Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the firm are arranged.
- (ii)    Provision for labour or work charge establishment.
- (iii)   Daily and travelling allowances/expenses of employees, partners and principals when away from home/office on business connected with the project.
- (iv)    Identifiable communication expenses, such as long distance telephone, telegraph, cable, telex, express charges, and postage other than general correspondence.
- (v)     Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, perspectives, renderings, photos, model costs, commercial printing and binding and similar costs which are not applicable to the overhead costs, professional liability insurance cover in accordance with the provisions set out in Sub- Clause GC 3.4.
- (vi)    Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
- (vii)   Identifiable reproduction cost applicable to the work such as blue printing, photo stating, mimeographing, printing, binding etc.

(The detail of the cost estimates to be provided on the additional pages).

3.     Sub-total, remuneration and reimbursable non-salary direct costs = (1 + 2)
4.     Contingencies, if any
5.     Total = (3 + 4)]

## **Appendix E**

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

[List hereunder cost estimates in local currency:

1. (a) Monthly rates for local Personnel (Key Personnel and other Personnel);
- (b) Total Remuneration of staff (on the basis of monthly rates)
2. Reimbursable direct costs (non-salary costs);

Direct Non-salary Costs are such incurred non-salary costs which are directly allocable to specific engagements and projects. These costs include but are not limited to the following:

- (i) Provisions for office, light, heat and similar items for working space, costs or rental for furniture, drafting equipment and engineering instrument and automobile expenses identifiable to specific projects for which special facilities other than head office of the firm are arranged.
- (ii) Provision for labour or work charge establishment.
- (iii) Daily and travelling allowances/expenses of employees, partners and principals when away from home/office on business connected with the project.
- (iv) Identifiable communication expenses, such as long distance telephone, telegraph, cable, telex, express charges, and postage other than general correspondence.
- (v) Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, laboratory charges, perspectives, renderings, photos, model costs, commercial printing and binding and similar costs which are not applicable to the overhead costs, professional liability insurance cover in accordance with the provisions set out in Sub- Clause GC3.4.
- (vi) Identifiable drafting supplies and office supplies and expenses charged to the employers work, as distinguished from such supplies and expenses applicable to several projects.
- (vii) Identifiable reproduction cost applicable to the work such as blue printing, photostating, mimeographing, printing, binding etc.

(The detail of the cost estimates to be provided on the additional pages).

3. Sub-total, remunerations and reimbursable non-salary direct costs = (1 + 2).
4. Contingencies, if any
5. Total = (3 + 4)

*Notes:*

- A. *Elements of the salary costs and billing rates for the relevant salary grades shall also be included in this Appendix.*
- B. *Estimate will include the following items as applicable:*
  - (1) *Remuneration, i.e. staff costs based on monthly billing rates of the staff, and contingencies if any, excluding adjustment of billing rates.*
  - (2) *Reimbursable direct non-salary costs, contingencies, if any, excluding adjustment of billing rates for the staff covered under direct costs.*

*Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.*
  - (3) *Payments in respect of any cost (i.e. total remuneration, and total reimbursable non-salary direct cost) which could exceed the estimates set forth in this Appendix may be chargeable to the contingency amounts provided for in the respective estimates, only if such costs are approved by the Client prior to being incurred].*

## **Appendix F**

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

**and**

### **Counterpart Personnel to be Made Available to the Consultants 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, Subconsultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in this Clause at the times and in the manner specified hereunder:

(a) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

2. Lodge Accommodation

If requested by the Consultants, the Client shall provide lodge accommodation, if available, to all Personnel of the Consultants or the Subconsultants when on visit to various parts of the Project area or any other station where such facilities or the lodge accommodation of the Client exists (and provided that the Personnel of the Consultants or the Subconsultants visit that place

in connection with the Project) under the same terms and conditions as the Client's staff is entitled.

3.     Counterpart Personnel to be made available to the Consultants

The Client shall make available to the Consultants, free of charge, the following counterpart personnel in connection with carrying out of the Services:

.....  
.....

**Appendix-G  
(Integrity Pact)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

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

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

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

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

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

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

Name of Buyer: .....

Signature: .....

[Seal]

Name of Seller/Supplier: .....

Signature: .....

[Seal]

## Appendix - H

### Form of Bid-Securing Declaration

*[The Bidder shall fill in this Form in accordance with the instructions indicated.]*

Date: *[date (as day, month and year)]*

No.: *[number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[complete name of Procuring agency/Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring agency/Employer during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*