HIRING OF CONSULTANCY SERVICES FOR DESIGNING, PROCUREMENT AND DETAILED CONSTRUCTION SUPERVISION OF INFRASTRUCTURE DEVELOPMENT WORKS OF SECTOR F-12, ISLAMABAD

REQUEST FOR PROPOSALS

April, 2024

GOVERNMENT OF PAKISTAN
MINISTRY OF HOUSING & WORKS

FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY

10-MAUVE AREA, G-10/4, ISLAMABAD.

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To,

All the Participating Consultants

Subject: **HIRING OF CONSULTANCY SERVICES FOR DESIGNING PROCUREMENT AND DETAILED CONSTRUCTION SUPERVISION OF INFRASTRUCTURE DEVELOPMENT WORKS OF SECTOR F-12, ISLAMABAD**

We extend warm welcome to you and invite you to participate in this project. We hope that you will live up to your reputation and provide us accurate information/ documents so that the evaluation is carried out "just and transparent". Please understand that the contents of this RFP, where applicable, shall be deemed part of the Contract Agreement subject to approval/revisions of the same by Federal Government Employees Housing Authority (FGEHA). Therefore, on submission of proposals/bids by you, it shall be deemed that you are in 100% agreement with the contents of RFP unless otherwise specified by you in Form-4 of Technical Proposal. Similarly, all other services and the content contributing to services shall be deemed part of the Contract Agreement. You are also advised to read the RFP thoroughly as it can drastically affect the price structure for various services which may not be appearing directly in the terms of reference. In the end, we appreciate your participation and hope that you will feed a good Proposal to merit consideration by FGEHA.

Deputy Director Technical

Federal Government Employees Housing Authority,
FGEHA, 10-Mauve Area, Sector G-10/4,
Islamabad.
Phone # 051-9106269
Website: www.fgeha.gov.pk

LETTER OF INVITATION (LOI)

Dear Consultants!

1. INTRODUCTION

1.1. Eligible Consultants as specified in the Data Sheet are hereby invited to submit a Technical and a Financial Proposal for consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as "Data Sheet" hereafter) annexed with this letter. Your Proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet.

1.2. A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.

1.3. The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client).

1.4. The Client (Federal Government Employees Housing Authority) funds for the project for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is issued.

1.5. To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a Proposal and attend a pre-Proposal conference if specified in the Data Sheet. Attending any such conference is optional and is at the Consultants' expense. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your Proposal.

1.6. 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.

1.7. Please note that:

- The cost of preparing the Proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a cost of the Assignment; and

- The Client is not bound to accept any of the Proposals submitted and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

1.8. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other

assignments or its own corporate interests, and acting without any consideration for future work.

1.9. The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract. We wish to remind you that in order to avoid conflicts of interest:

1.10. Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and

1.11. Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your Proposal. You should clarify your situation in that respect with the Client before preparing the Proposal.

2. DOCUMENTS

2.1. To prepare a Proposal, please use the attached Forms/Documents listed in the Data Sheet.

2.2. Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than **Three (03) days** before the proposal submission date. Any request for clarification in writing, or by cable, telex or telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex or telefax to such requests and copies of the response shall be sent to all invited Consultants.

2.3. At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing via registered mail or email to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. PREPARATION OF PROPOSAL

3.1. You are requested to submit a technical and a financial Proposal. Your Proposal shall be written in English language.

Technical Proposal

3.2. In preparing the technical proposal, you are expected to examine all terms and instructions included in the RFP. Failure to provide all requested information shall be at your own risk and may result in rejection of your proposal.

3.3. During preparation of the technical Proposal, you must give particular attention to the following:

3.3.1. If you consider that your firm does not have all the expertise for the Assignment you may obtain a full range of expertise by associating with other firms or entities. You may also utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available in any Pakistani Firm. However, utilization of domestic expertise would be encouraged. You *may not* associate with the other firms invited for this Assignment unless specified in the Data Sheet.

3.3.2. Subcontracting part of the Assignment to other Consultants if considered desirable; the same sub-Consultant may be included in several Proposals, subject to limitations in the Data Sheet.

3.3.3. The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your Proposal should be based on a number of key professional staff-months substantially in accordance with the above number. However, you may propose changes in the light of your experience through your comments on the TOR.

3.3.4. The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in Data Sheet.

3.3.5. Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.

3.3.6. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

3.3.7. Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is mandatory. The knowledge of the regional language where the Assignment is located may be considered additional qualification.

3.4. Your technical Proposal shall provide the following and any additional information, using the formats attached in Appendix 1:

I-From-1 A brief description of the Consultant's organization and an outline of recent (not older than Ten years) experience on assignments of a similar nature. For

each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

I-Form-2 A list of projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the projects being presently under-taken.

I-Form-3 Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the Consultants propose to perform on the activities and completion of the assignment.

I-Form-4 Any comments or suggestions on the TOR; The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.

I-Form-5 CVs recently signed by the proposed key professional staff or an authorized manager in the consultants head office. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.

I-Form-6 A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.

I-Form-7 A schedule for compilation and submission of various types of reports.

I-Form-8 A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.

I-Form-9 The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.

10. If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring.

11. Any additional information as requested in the Data Sheet.

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

Financial Proposal

3.6. The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs.

Your financial proposal should be prepared using the formats attached as Appendix 2 i.e. Form Nos. 1 through 7.

3.7. The financial Proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances specified in the Data Sheet.

3.8. Costs may be expressed in currency(ies) listed in the Data Sheet.

3.9. End of proposals shall be that the construction supervision charges shall be on percentage of cost of project, but in proof of quoting percentage, proper justification be made part of the Proposals. Further, no price adjustment provision shall apply to remuneration rates.

4. SUBMISSION OF PROPOSALS

4.1 You shall submit one original technical Proposal and one original financial Proposal and the number of copies of each indicated in the Data Sheet. Each Proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical Proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial Proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."

4.2 In the event of any discrepancy between the copies of the Proposal, the original shall govern. The original and each copy of the technical and financial Proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by an original written power of attorney accompanying the Proposals. All pages of the technical and financial Proposals shall be initialed by the person or persons signing the Proposal.

4.3 The Proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the Proposal.

4.4 The completed technical and financial Proposals shall be delivered on or before the time and date stated in the Data Sheet.

4.5 The Proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

4.6 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Personnel. The Consultant shall have the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

4.7 If any of the Key Personnel become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Personnel shall have equal or better qualifications and experience than those of the originally proposed Key Personnel. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Personnel. If the Consultant fails to provide a replacement Key Personnel with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

5. PROPOSAL EVALUATION

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

Technical Proposal

5.2 The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than cumulative seventy (70) percent and less than fifty (50) percent points in any category will be rejected and their financial proposals returned un-opened.

Financial Proposal

For Quality cum Cost Based Selection

5.3 The financial Proposals of the three top-ranking qualifying consulting firms on the basis of evaluation of technical Proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial Proposals as indicated in the data Sheet. The total cost and major components of each Proposal shall be publicly announced to the attending representatives of the firms.

5.4 The evaluation committee shall determine whether the financial Proposals are complete and without computational errors. The lowest financial Proposal (F_m) among the three shall be given a financial score (S_f) of 100 points. The financial scores of the Proposals shall be computed as follows:

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

(F = amount of specific financial Proposal)

5.5 Proposals, in the quality cum cost based selection shall finally be ranked according to their combined technical (St) and financial (S_f) scores using the weights (T-the weight given to the technical Proposal, P = the weight given to the financial Proposal; and T+P=1) indicated in the Data Sheet:

$$S = St \times T\% + S_f \times P\%$$

6. NEGOTIATION

6.1 Prior to the expiration of Proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking Proposal in writing, by registered mail, and invite it to negotiate the Contract.

6.2 The aim of negotiation is to reach an agreement on all points and initial a draft contract by the conclusion of negotiations.

6.3 Negotiations shall commence with a discussion of your technical Proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, and periods in the field and in the home office, staff months, logistics and reporting.

6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (**no negotiation of the staff monthly rates or in the design fees until and unless specified otherwise**).

6.4 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the Proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except prior approval and in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.

6.5 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked Consultants.

7. AWARD OF CONTRACT

7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/initialing of the draft contract, the Client shall promptly inform the other Consultants that their Proposals have not been selected.

7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

DATA SHEET

LOI Clause No.	Description
1.1	The name of the Assignment is: **HIRING OF CONSULTANCY SERVICES FOR DESINING, PROCUREMENT AND DETAILED CONSTRUCTION SUPERVISION OF INFRASTRUCTURE DEVELOPMENT WORKS OF SECTOR F-12, ISLAMABAD** The name of the Client is: **Federal Government Employees Housing Authority, 10-Mauve Area, G-10/4, Islamabad.** Eligible Consultants are: Eligibility is as per requirements of advertisement/RFP. A Consultancy Firm registered with Pakistan Engineering Council (PEC) and having relevant specialization codes. A firm or an individual debarred by the Pakistan Engineering Council and/or by Pakistan Council of Architects and Town Planners and/or debarred by any Federal/Provincial Government department/organization/agency shall be ineligible to be awarded the contract, during such period of time as the Client shall determine. Further, Government officials and civil servants in their individual private capacity are also not eligible to be included as Experts in the Consultant's Proposal. Furthermore, it is the Consultant's responsibility to ensure that its Experts meet the eligibility requirements as established by Pakistan Engineering Council and Pakistan Council of Architects and Town Planners in their respective Applicable Guidelines.
1.2	The broad description and the objectives of the Assignment in phased manner are mentioned as under: Scope Description • Field Survey; • Engineering Design of Project; • **Preparation Environment Impact Assessment report and technical assistance in this regard shall be submitted within stipulated time;** • **Preparation of Project Financial Feasibility;** • Preparation of PC-I and Revised PC-I (if required); • Detailed Estimation of Development Cost; • Procurement of Works including bidding documents and hiring of Contractor; • Detailed Supervision of infrastructure development works (As stipulated in the detailed PEC Issued Standard Bidding Documents for Construction). • Conducting of lab tests, Source Approval;

- Verification and processing of Contractor's IPCs to the Employer for payment;
- Monitoring physical & financial progress of the Contractor(s);
- Continuous design support;
- Quarterly Progress Reports (PC-III);
- Completion Report (PC-IV);
- Preparation of presentations and Audit Replies/Reports.

1.3 Phasing of the Assignment:

Phase I:

i. Preliminary data collection, Project Brief Feasibility,
ii. Reverification of Project boundary for Design preparation
iii. Soil investigation/Geotechnical Investigation, hydrological analysis, hydraulic survey etc.
iv. Feasibility of high-rise mixed-use apartments on an area proposed in the layout plan.
v. Environment Impact Assessment (to be submitted within stipulated timelines)

Phase II:

i. Draft engineering and infrastructure design
ii. Preparation of Detailed Design Report & & Complete PC-1 (including Presentations to the Approving Forums)
iii. Preparation of Tender and Construction Drawings for Development Works
iv. Preparation of final design and tender documents
v. Services as Technical Representative during Tender Process, and providing recommendation for Award of contract.

Phase-III

i. Detailed Construction Supervision
ii. Services during defect liability period.

1.5 The name and address of the official is:

Deputy Director Technical, Room #61. Federal Government Employees Housing Authority, 10 Mauve Area, Sector G-10/4, Islamabad.

1.6 The Client shall provide the following inputs:

Any relevant data available with the Client shall be provided to the Consultants for performance of the Assignment.

2.1 The Documents are:

Data Sheet, Description of Services/TOR, Forms, Draft Form of Contract, Sample formats/Appendices.

2.2 In the second line, the text "Twenty one (21)" is replaced with "Seven (07)".

The address for seeking clarification is:

Deputy Director Technical, Room #61, F.G Employees Housing Authority, 10 Mauve Area, Sector G-10/4, Islamabad.

3.3 a. Joint Venture is **NOT** allowed.

3.4 Following additional information/requirements must also be provided/fulfilled:

(a) Profile of the firm (or firms) with Head Office and Regional Office addresses, landline contact number, website (if any) and email address.

(b) Valid PEC registration with required specialization codes.

(c) The Town Planner and related staff must be registered with PCATP.

(d) Evidence of being active tax payer of FBR.

(e) Audit Reports for the last three FYs duly audited by Chartered Accountant.

(f) List of general and similar projects on prescribed forms which were successfully completed during the last ten years duly supported with Clients' Completion Certificates.

(g) List of general and similar projects in-hand on prescribed proforma duly substantiated with Work Orders from the Clients.

(h) Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.

I-From-1 Work Orders / Performance / Completion Certificates from the Client(s) must be attached otherwise no credit shall be awarded.

I-Form-2 Work Orders from the Client(s) must be attached otherwise no credit shall be awarded.

I-Form-4 This Form is meant for comments on provisions contained in RFP. Unless the comments/suggestions are noted in this particular Form, anything written elsewhere on this account including financial implications, if any, shall be considered of no effect in the evaluation process.

I-Form-5 Valid renewal of registration of personnel with PEC & PCATP is required to be provided.

Further, If it is established that any Key Personnel nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may also be subject to sanctions.

I-Form-7 Appendix-A and Appendix-B must also be given consideration for filling this form.

10 Training is not a part of this Assignment.

11 All required/provided documents must be properly numbered, flagged and indexed. Failure to comply / conform may entail loss of credit on account thereof.

3.5 Any financial information provided in technical Proposal may lead to rejection of Proposals.

3.6 Foreign costs are not applicable. For the purpose of the financial proposal, the Consultant should include all taxes in their proposal. All the leviable taxes and duties according to the laws of land shall be borne by the Consultant. Information on the Consultant's tax obligations can be found at www.fbr.gov.pk and https://pra.punjab.gov.pk/

3.7 Professional liability, insurances are as per Draft Contract Agreement.

The Consultants are required to ensure their Employees and Professional for Hospitalization / Medical Travel and Accident Cover for the duration of the Contract.

3.8 Costs should be expressed in Pakistani Rupees.
Bid Security fixed at Rs. 3.0 Million in CDR form in favor of FGEHA must accompany the Proposals submission.

Successful bidder shall have to furnish to the Client a Performance Security in shape of Bank Guarantee/Insurance Bond @ 10% of the amount stated in the letter of Acceptance duly issued by a Scheduled Bank of Pakistan/AA+ Rating Insurance Company of Pakistan respectively.

4.1 As per the requirements of electronic submission.

4.4 The date and time of Proposals submission are:

As per advertisement/corrigendum. Further, the Consultants shall only submit their proposals electronically.

4.5 Validity period of the proposal is:

150 Days from the last date of submission of Proposals. Further, Consultant may be required to make presentations after submission of Proposals. Format, Venue and time would be intimated.

5.2 The evaluation of Technical Proposal shall be based on:

As per Evaluation Criteria and Point System specified hereinafter.

5.3 The word "the three top-ranking" is deleted from the first line. The Financial Proposals of the qualifying consulting firms on the basis of evaluation of Technical Proposals shall be opened on date, time and venue to be communicated at appropriate stage.

5.4 The text “among the three” is deleted from the third line of this Sub Clause.

5.5 The weightages given to the Technical and Financial Proposals are:

The weightage given to the Technical Proposal = 80%
The weightage given to the Financial Proposal = 20%

6.4 The Consultants shall have to furnish assurance in the form Affidavit/Undertaking that the staff members will be actually available.

7.2 The Assignment is expected to commence in:

May, 2024

Sincerely,

F.G.E Housing Authority, Islamabad.

Enclosures:

1) **Terms of Reference**
2) **Sample Forms for:**
   a) Technical Proposal
   b) Financial Proposal
3) **Draft Form of Contract**

EVALUATION CRITERIA

The Client will assess whether the submitted plans, concept plan responds to the TORs, proposed methodology is clear, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts.

A. EXPERIENCE OF THE FIRM *(Use Form-1 to provide the Details)*

Engineering & Design Experience

Sr. No.	Description	Maximum Marks
1	Experience of Completed Works Similar Projects of matching magnitude/complexity	
	a) Specific *25 marks for one project of 1**500 Kanal** or more **Housing** infrastructure development works.* *12.5 marks for one project of **1000 Kanal** or more **Housing** infrastructure development works on pro-rata basis.* *Zero marks for project with area less than **1000 Kanals.***	*100*
	b) General *15 marks for one project with minimum worth of **Rs 2.5 Billion** or more* *7.5 marks for two projects each of minimum worth of **Rs 1 Billion** or more on prorate basis* *Zero marks for project with worth less than **Rs 1 Billion***	*30*
	Sub Total	***130***
2	Experience Ongoing Works Similar Projects of matching magnitude/complexity	
	c) Specific *25 marks for one project of **1500 Kanal** or more **Housing** infrastructure development works.* *12.5 marks for one project of **1000 Kanal** or more **Housing** infrastructure development works on pro-rata basis.* *Zero marks for project with area less than **1000 Kanals.***	*50*
	d) General *15 marks for one project with minimum worth of **Rs 2.5 Billion** or more* *7.5 marks for two projects each of minimum worth of **Rs 1 Billion** or more on prorate basis* *Zero marks for project with worth less than **Rs 1 Billion***	*30*
	Sub Total	*80*
	TOTAL	**210**

Construction Project Supervision / Management Experience

Sr. No.	Description	Maximum Marks
1	Experience of Completed Works Similar Project of matching magnitude/complexity	
	e) Specific *25 marks for one project of 1**500 Kanal** or more **Housing** infrastructure development works.* *12.5 marks for one project of **1000 Kanal** or more **Housing** infrastructure development works on pro-rata basis.* *Zero marks for project with area less than **1000 Kanals.***	*100*
	f) General *15 marks for one project with minimum worth of **Rs 2.5 Billion** or more* *7.5 marks for two projects each of minimum worth of **Rs 1 Billion** or more on prorate basis* *Zero marks for project with worth less than **Rs 1 Billion***	*30*
	Sub Total	***130***
2	Experience Ongoing Works Similar Project of matching magnitude/complexity	
	g) Specific *25 marks for one project of **1500 Kanal** or more **Housing** infrastructure development works.* *12.5 marks for one project of **1000 Kanal** or more **Housing** infrastructure development works on pro-rata basis.* *Zero marks for project with area less than **1000 Kanals.***	*50*
	h) General *15 marks for one project with minimum worth of **Rs 2.5 Billion** or more* *7.5 marks for two projects each of minimum worth of **Rs 1 Billion** or more on prorate basis* *Zero marks for project with worth less than **Rs 1 Billion***	*30*
	Sub Total	*80*
	TOTAL	**210**

B. APPROACH AND METHODOLOGY

Sr. No.	Description	Maximum Marks
1	Understanding of objectives	***10***
2	Quality of Methodology	
	a) Survey & Investigations	*05*
	b) Design	*15*
	c) Procurement	*10*
	d) Construction Supervision	*15*

	e) O&M	*05*
	Sub Total	***50***
3	Work Programme	
	a) Activity Schedule	*10*
	b) Team Organization	*05*
	c) Staff Duty Matrix	*05*
	d) Staffing Schedule	*05*
	Sub Total	**25**
4	**Proposal Presentation**	
	a) Conciseness	*05*
	b) Clarity	*05*
	c) Completeness	*05*
	Sub Total	***15***
	TOTAL	**100**

C. EXPERIENCE OF STAFF TO BE DEPLOYED ON THE PROJECT

Sr #	Personnel	Maximum Marks/Weightage	Criteria	Minimum Experience in Years
1	**Project Manager/Team Leader**	**100**		20 years relevant experience
	a) Academic and General Qualifications	*35%*	B.Sc. Civil = 70% M.Sc. = 25% Ph.D. = 5%	
	b) Professional experience related to the Projects	*60%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 3 projects)	
	c) Status with the firm	*05%*	Full marks for min. one year	
2	**Town Planner**	**50**		15 years relevant experience
	a) Academic and General Qualifications	*35%*	B.Sc. City & Regional Planning = 70% M.Sc. = 25% Ph.D. = 05%	
	b) Professional experience related to the Project	*60%*	70% for specific projects. (Full marks for 7 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 5 projects)	
	c) Status with the firm	*05%*	Full marks for min. six month	
2	**Infrastructure Design Engineer/ Specialist**	**60**		15 years relevant experience
	Academic and General Qualifications	*35%*	B.Sc. Civil = 70% M.Sc. = 25% Ph.D. = 05%	
	Professional experience related to the Project *CV Shall elaborate the work experience of Settlement Engineer*	*60%*	70% for specific projects. (Full marks for 7 projects. Lesser projects will carry marks on pro rata basis.)	

			30% for general project (Full marks for 5 projects)	
	Status with the firm	*05%*	Full marks for min. six month	
3	**Environment Engineer**	**30**		
	d) Academic and General Qualifications	*25%*	B.Sc. City & Regional Planning = 70% M.Sc. = 30%	10 years relevant experience
	e)Professional experience related to the Project	*70%*	70% for specific projects. (Full marks for 7 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 5 projects)	
	f) Status with the firm	*05%*	Full marks for min. six month	
4	**Public Health Engineer**	**25**		15 years relevant experience
	a) Academic and General Qualifications	*25%*	B.Sc. Civil = 70% M.Sc. = 30%	
	b) Professional experience related to the Project	*70%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 3 projects)	
	c)Status with the firm	*05%*	Full marks for min. six month	
5	**Pavement Engineer**	***25***		15 Years relevant experience
	a) Academic and General Qualification	*25%*	B.Sc Civil= 70% M.Sc Transportation= 30%	
	b)Professional experience related to the Project	*70%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project	

			(Full marks for 3 projects)	
	c) Status with firm	*05%*	Full marks for min. six month	
6	**Geotechnical Engineer**	***25***		
	a) Academic and General Qualification	*25%*	B.Sc Civil=70% M.Sc= 30%	
	b)Professional experience related to the project	*70%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 3 projects)	10 Years relevant experience
	c)Status with firm	*05%*	Full marks for min.six months	
7	***Material Engineer***	***25***		
	a) Academic and General Qualification	*25%*	B.Sc in Geology= 100%	
	b)Professional experience related to the project	*70%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 3 projects)	10 Years of relevant experience.
	c)Status with firm	*05%*	Full marks for min.six months	
8	**GIS Expert**	**25**		15 years relevant experience
	a) Academic and General Qualifications	*25%*	B.E./B.Sc. GIS = 70% M.Sc. = 30%	
	b) Professional experience related to the Project	*70%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 3 projects)	
	c)Status with the firm	*05%*	Full marks for min. six month	

9	**Chief Resident Engineer Civil**	**50**		
	d) Academic and General Qualifications	*25%*	B.Sc. Civil = 70% M.Sc. = 30%	15 years relevant experience
	e) Professional experience related to the Project	*70%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 3 projects)	
	f) Status with the firm	*05%*	Full marks for min. six month	
10	**Resident Engineer Civil**	**30**		
	g) Academic and General Qualifications	*25%*	B.Sc. Civil = 70% M.Sc. = 30%	10 years relevant experience
	h) Professional experience related to the Project	*70%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 3 projects)	
	i) Status with the firm	*05%*	Full marks for min. six month	
11	**Environmental Expert**	**25**		
	Academic and General Qualifications	*40%*	B.Sc. Environment = 70% M.Sc. = 25% Ph.D. = 05%	15 years relevant experience
	Professional experience related to the Project	*55%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 3 projects)	
	Status with the firm	*05%*	Full marks for min. six month	
12	**Structure Engineer**	**50**		15 years relevant experience
	a) Academic and General Qualifications	*35%*	B.Sc. Civil = 75% M.Sc. = 20%	

			Relevant Training/Certification = 05%	
	b) Professional experience related to the Project	*60%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 3 projects)	
	c)Status with the firm	*05%*	Full marks for min. six month	
13	**Electrical Engineer**	**50**		15 years relevant experience
	d) Academic and General Qualifications	*35%*	B.Sc. Civil = 75% M.Sc. = 20% Relevant Training/Certification = 05%	
	e)Professional experience related to the Project	*60%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 3 projects)	
	f) Status with the firm	*05%*	Full marks for min. six month	
14	**Estimator/Quantity Surveyor**	**20**		10 years relevant experience
	a) Academic and General Qualifications	*25%*	DAE Civil = 70% B. Tech. = 20% Certification = 10%	
	b) Professional experience related to the Project	*70%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 3 projects)	
	c)Status with the firm	*05%*	Full marks for min. six month	
15	**Surveyor**	**20**		

	a) Academic and General Qualifications	*35%*	DAE Civil/Surveying = 75% B.Tech = 20% Relevant Training/Certification = 05%	10 years relevant experience
	b) Professional experience related to the Project	*60%*	70% for specific projects. (Full marks for 5 projects. Lesser projects will carry marks on pro rata basis.) 30% for general project (Full marks for 3 projects)	
	c)Status with the firm	*05%*	Full marks for min. six month	
TOTAL		**600**		

Note:

1) Minimum 50% marks are required to qualify in each category (A, B and C) and 70% marks are required as a whole to get technically qualified.
2) In addition to Key Personnel, overhead charges of Junior Professional, Design and coordination team and Clerical staff must be included in the quoted amount as per quantum of work.
3) Professionals must be registered with PEC/ PCATP, where required/applicable.
4) In category A, Minimum of 50% marks are required for Engineering to qualify.

APPENDIX-I

TECHNICAL PROPOSAL FORMS

Please do not provide information other than required in the format of specific Form. Writing "see attachment" will not be considered. Use exact format of the given form and provide required information in the requested format including project details, CVs etc.

TECHNICAL PROPOSAL SUBMISSION FORM

To,

The Deputy Director Technical,
Room No.61, First Floor,
FGE Employees Housing Authority,
10 Mauve Area, Sector G-10/4, Islamabad.

Subject: **HIRING OF CONSULTANCY SERVICES FOR ENGINEERING, PROCUREMENT, AND DETAILED CONSTRUCTION SUPERVISION OF INFRASTRUCTURE DEVELOPMENT WORKS OF SECTOR F-12, ISLAMABAD.**

Dear Sir,

We, the undersigned, offer to provide the consulting services for the subject works in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

We hereby declare that:

a) All the data, information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Client.
b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 4.5.
c) We have no conflict of interest in accordance with Clause 1.8 and 1.9 of LOI.
d) We meet the eligibility requirements as stated in Clause 1.1 of Data Sheet, and we confirm our understanding of our obligation to abide by the Client's Terms and Conditions.
e) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in Pakistan.
f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 7.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.
We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____
Name of Consultant: _____
In the capacity of: _____
Address: _____
Contact information (phone and e-mail): _____

Form 1

FIRM'S REFERENCE

Similar and General Services In-Hand or Successfully Completed In the Last Ten Years Which Best Illustrate Qualifications

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted. Performance / Completion certificates / Work Orders from the Client(s) must be attached otherwise no credit shall be awarded.

<table>
<tr><td>Project Name:</td><td colspan="2">Area of the Scheme (Kanals) / Covered Area of the Project (Sq. Ft.):</td></tr>
<tr><td>Address of the Project Location:</td><td colspan="2">Cost of the Project:</td></tr>
<tr><td>Name of Client:</td><td colspan="2">Approx. Value of Services (in Current Rs.)</td></tr>
<tr><td rowspan="2">Address:</td><td colspan="2">Project Duration:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td></tr>
<tr><td>Name of Associated Firm (s), if any:</td><td colspan="2">No. of Months of Professional Staff Provided/being provided by Associated Firm(s)</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved/being involved and functions performed/being performed:</td></tr>
<tr><td colspan="3">Narrative Description of Project:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided/being provided by Your Staff:</td></tr>
</table>

Consultants' Name: _____

Form 2

PRESENT STAFF DEPLOYMENT

(As of _____)

Major Project(s) Presently Undertaken		
Project Name	**Location**	**Associates(s)**

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

Form 3

APPROACH PAPER ON METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT

The methodology should cover all phases of the Project, all components of the project and all activities of the project individually.

Form 4

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

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

1.

2.

3.

4.

5.

Etc.

Form 5

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: _____
2. Name of Firm: _____
3. Name of Staff: _____
4. Profession: _____
5. Date of Birth: _____
6. Years with Firm: _____
   (Appointment letter and salary slips to be attached)
7. Nationality: _____
8. Membership in Professional Societies: _____
   (Attach valid Membership of PEC/PCATP)
9. Detailed Tasks Assigned on the Project: _____
10. Key Qualifications:

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

11. Education:

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

12. Employment Record & Experience:

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

13. Languages:-

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

14. Certification: **(Compulsory)**

    I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the PEC. _____

    Date: _____

    Signature of Staff Member
    Day/Month/Year

    or: _____(Authorized official from the firm)

NOTE: IN CASE CONSULTANT IS IN JV OR HIRING EXPERT, AN UNDERTAKING IN THIS REGARD WILL BE REQUIRED AND SHALL BE MADE PART OF THE BID

Form 6

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/Activities	Programme from date of assignment (in the form of a Gantt chart using Primavera/MS Project.)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Form 7

Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Physical & Financial Progress Report(s) - Monthly - Quarterly - Yearly	
3. Draft Completion Report	
4. Final Completion Report	

Form 8

WORK PLAN AND TIME SCHEDULE FOR PERSONNEL

Name	Position	Months (in the form of a Bar Chart)															Number of Months
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	

Full Time: _____
Part Time: _____ Activities Duration _____

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name _____

Designation _____

Address _____

Form 9

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

1. Technical/Managerial Staff

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

APPENDIX-II

FINANCIAL PROPOSAL FORMS

FINANCIAL PROPOSAL SUBMISSION FORM

To,

The Deputy Director Technical,
Room No.61, First Floor,
FGE Employees Housing Authority,
10- Mauve Area, Sector G-10/4,
Islamabad.

Subject: **HIRING OF CONSULTANCY SERVICES FOR DESINING, PROCUREMENT AND DETAILED CONSTRUCTION SUPERVISION OF INFRASTRUCTURE DEVELOPMENT WORKS OF SECTOR F-12, ISLAMABAD**

Dear Sir,

We, the undersigned, offer to provide the consulting services for the subject works in accordance with your Request for Proposal dated *[Insert Date]* and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Insert amount(s) in words and figures}, inclusive of all applicable taxes in accordance with Clause 3.6 in the Data Sheet.

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 Clause 4.5 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:

In the capacity of:

Address:

E-mail:

Contact:

Form 1

BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: _____Firm:_____

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	Rate per Month for Field Work
		(1)	(2)	(3)	(4)	(5)	(6)	(7)

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 2).

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 3).

Item No. 5 Fee shall include company profit and share of salary of partners and directors (if not billed individually for the project) or indicated 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 2

BREAKDOWN OF SOCIAL CHARGES

Sr. No.	Detailed Description	As a %age of Basic Salary

Form 3

BREAKDOWN OF OVERHEAD COSTS

Sr. No.	Detailed Description	As a %age of Basic Salary and Social Charges

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION
(Technical Staff)

Sr. No.	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
Sub-Total:					

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION
(Non-Technical Staff)

Sr. No.	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
Sub-Total:					

DIRECT (NON-SALARY) COSTS

Sr. No.	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1.	Rent for Office Accommodation				
2.	Office Utilities Costs				
3.	Cost/rental of Furniture/Furnishings				
4.	Cost of Office/Other Equipment i) Computers and accessories ii) Communication equipment iii) Surveying instruments iv) Cost of Laboratory equipment v) Transport Vehicles/Rentals vi) ….....				
5.	Cost of non-technical support staff not covered under remuneration charges				
6.	Travelling Costs				

Sr. No.	Nomenclature	Unit	Quantity	Unit Price	Total Amount
7.	Communication expenses				
8.	Cost for Survey/Investigations				
9.	Drafting/Reproduction of Reports				
10.	Professional liability cost				
11.	Office/Drafting Supplies				
12.	Similar other costs not covered under other Heads				
Total:					

Form 6

SUMMARY OF COST OF CONSULTANT

Sr. No.	Description	Amount (Rs.)
1.	Salary Cost/Remuneration	
2.	Direct (Non-salary) Cost	
3.	Grand Total	

Form 7

ABSTRACT OF CONSULTANCY FEE

Sr. No.	Description	Quantity	Unit	Quoted Rate	
				In figures	In words
1	Surveys, GeoTech, Design, Drawings, Estimations, PC-1, Tender Documents, Tender Process, etc.	Complete Job	1		
2	Detailed Construction Supervision Fee	Percentage Fee	%		
TOTAL					

Note:

- Rate should be quoted as Lump Sum Cost for Sr. No.1 and on Percentage Basis of Project Cost Estimate for Sr.No.2.
- **Quoted rate must be inclusive of all applicable taxes.**

DRAFT FORM OF CONTRACT

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

Between

FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY,
10-MAUVE AREA, SECTOR G-10/4
ISLAMABAD

(NAME OF THE CLIENT)

And

_____

(NAME OF THE CONSULTANTS)

For

HIRING OF CONSULTANCY SERVICES FOR DESINING, PROCUREMENT AND DETAILED CONSTRUCTION SUPERVISION OF INFRASTRUCURE DEVELOPMENT WORKS OF SECTOR F-12, ISLAMABAD.

April, 2024

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the __ day of __ month) of ___ (year), between, on the one hand **Federal Government Employees Housing Authority (FGEHA)** with its office at **10-Mauve Area, Sector G-10/4, Islamabad** (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, _____ with its office at _____(hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract and Scope of Services 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:

Appendix A:	Description of the Services
Appendix B:	Reporting Requirements
Appendix B-1:	Communication Protocol
Appendix C:	Key Personnel and Sub Consultants
Appendix D:	Breakdown of Contract Price in Foreign Currency **(Not Used)**
Appendix E:	Breakdown of Contract Price in Local Currency
Appendix F:	Services & Facilities to be provided by the Client
Appendix G:	Integrity Pact

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 WHERE OF, 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

FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY (FGEHA)
(NAME OF THE CLIENT/AUTHORIZED PERSON)

Witness:

Signatures_____ Signatures _____

Name _____ Name _____

Title _____ Title _____

For and on behalf of

(NAME OF THE CONSULTANTS/AUTHORIZED PERSON)

Witness:

Signatures_____ Signatures _____

Name _____ Name _____

Title _____ Title _____

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

(a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1**;**

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);

(g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.**;**

(h) "Local Currency" means the currency of the Islamic Republic of Pakistan;

(i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;

(j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;

(k) "Personnel" means persons hired by the Consultants or by any Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;

(l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;

(m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;

(n) "Sub-Consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;

(o) "Third Party" means any person or entity other than the Client, the Consultants or a Sub-Consultant; and

(p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an 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 Authorized Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

1.6 Authorized Representatives

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

1.7 Taxes and Duties

Unless specified in the SC, the Consultants, Sub-Consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Leader of Joint Venture

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.
The term "Completion of Services" is as specified in the SC.

2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

(a) The Consultants shall inform the Client of the circumstances and probable effects;

(b) The increase shall be regarded as Additional Services; and

(c) The Client shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

(b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;

(d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;

(e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

(a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

(d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

(a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;

(b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination, the respective remunerations shall be proportioned.

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

3.2 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

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

3.4 Liability of the Consultants

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

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

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

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

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

3.5 Other Insurance to be taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants ', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

(a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub-Consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-Consultants and its Personnel pursuant to this Contract;

(c) any other action that may be specified in the SC.

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title and/or by name**,** as the case may be, in Appendix C are deemed to be approved by the Client.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;

(b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

(a) provide at no cost to the Consultants, Sub-Consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-Consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC**;**

(b) Assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;

(c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;

(d) Assist to obtain permits which may be required for right-of-way, entry upon the land Estimated/Tentative Cost (PKR) of Sector F-12 and properties for the purposes of this Contract**;**

(e) Provide to the Consultants, Sub-Consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

(a) Coordinate and get or expedite any necessary approval and clearances relating to the 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 corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

5.4 Services and Facilities

The Client shall make available to the Consultants, Sub-Consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

5.5 Payments

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

6.2 Contract Price

(a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.

(b) The SC shall specify the breakup of remuneration to be paid, respectively, in foreign and in local currencies.

6.3 Terms and Conditions of Payment

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC

for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.4 Period of Payment

(a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.

(b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

6.6 Additional Services

Additional Services means:

(a) Services as approved by the Client outside the Scope of Services described in Appendix A;

(b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and

(c) Any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated

in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made 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.

8. INTEGRITY PACT

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

(a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by the Consultant or any of his Sub-Consultant, agents or servants;

(b) terminate the Contract; and

(c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-Consultant, agents or servants.

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

III. SPECIAL CONDITIONS OF CONTRACT

No. of GC Clause		Description
1.1	**Definitions**	(b) In the third line of Definition "b", add the text "specified elsewhere and" before the word "listed". (k) Following is added at the end of definition (k): "duly approved by the Client." (m) In definition (m), "in Appendix A" is replaced with "under this Contract". (p) "Project" means: **HIRING OF CONSULTANCY SERVICES FOR DESIGNING, PROCUREMENT AND DETAILED CONSTRUCTION SUPERVISION OF INFRASTRUCTURE DEVELOPMENT WORKS OF SECTOR F-12, ISLAMABAD.** Following definition is added: (q) "Days" mean calendar days except stated otherwise.
1.6	**Authorized Representatives**	The Authorized Representatives are the following: For the Client: **Deputy Director Technical** Federal Government Employees Housing Authority, Room No.61,10- Mauve Area, Sector G-10/4, Islamabad. Telephone: 051-9106058 For the Consultants: (Name of Project Manager/Authorized Representative) (Address) Telephone : _____ Email : _____

Consultants will also act as "The Engineer" of the project.

1.8	**Leader of Joint Venture**	**Not Applicable**
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 Consultant instructing the Consultant to begin carrying out the Services.
2.2	**Termination of Contract for Failure to Become Effective**	The time period shall be twenty eight (28) days, or such other period as the Parties may agree in writing.
2.3	**Commencement of Services**	The Consultants shall commence the Services within Fourteen (14) days after the Effectiveness Date of Contract or such other time period as the parties may agree in writing.
2.4	**Expiration of Contract**	The period for Completion of Services shall be:

Phase-I	Three (03) months from the Commencement Date of the Phase 1 (Design Phase).
Phase-II	Three (03) months after the completion of Phase-I. (Service required in phase I and Phase II would be continued throughout project as per the site requirements during construction supervision phase without any additional cost to employer)
Detailed Construction Supervision Phase	Thirty-Six (36) months from the actual start of physical works at site by the Contractor.
Defects Liability/Maintenance Period	Twelve (12) months Defects Liability Period after completion of works.

"Completion of Services" as per this Sub-Clause means completion of Services as per Appendix A, submission of Deliverables to the Client as provided under this Contract and receiving of final payment by the Consultants as per SC Sub-Clause 6.3.

2.6 Extension of Time For Completion

Sub-Clause 2.6 (b) is amended as follows:

(b) "the increase shall be agreed upon by both the parties to decide whether the Services are Additional Services pursuant to Sub-clause 6.6 (a).

(c) In Sub-Clause 2.6 (c), the word "shall" is replaced with the word "may".

Following paragraph is added at the end of this Sub-Clause:

(d) "If as a result of written instruction of the Client, any change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the Services under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, an equitable adjustment shall be made in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and conditions shall modify this Agreement accordingly."

2.7.4 Payments

The texts ", as well as to be reimbursed" and "additional" are deleted from the third line and "and in reactivating the Services after the end of such period." is deleted from the last line.

Following is added at the end of this Sub-Clause:

"Rates and/or fee for performance of Services during such period shall be negotiated and the accepted negotiated rates and/or fee shall be memorialized in a written acknowledgement between the parties. Such written acknowledgement shall become a part of this Agreement."

2.9.2 By the Consultants

(a) In second line of Sub-Clause 2.9.2 (a), add the text "suspension of payments pursuant to Sub-Clause 2.8 or" after the text "not subject to".

2.9.4 Payment Upon Termination

Following is added as paragraph "(c)":

(c) "In the event of a termination as a result of occurrence of events specified in paragraphs (a), (b) and (d) of Sub-Clause 2.9.1, the amount to be paid to the Consultant shall be determined by the Client with consideration given to the actual costs incurred by the Consultant in performing Services to the effective date of termination, whether that Service is in a form or a type which is usable to the Client at the time of termination, the cost to the Client of employing

another firm to complete the Services required and the time which may be required to do so, and other factors which affect the value to the Client of the Services performed at the time of termination.

3.1 General Following paragraph is added at the end of this Sub-Clause:

"The Consultant, any sub-consultants and the Client shall comply with all Federal and local laws, rules, codes, regulations and all Client policies and directives, applicable to the work to be performed under this Agreement. The Consultant shall defend, indemnify, and hold the Client and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this Agreement by, the Consultant or the Consultant's agents, employees, sub consultants, or any other persons for whom the Consultant may be legally liable; provided that nothing herein shall require a Consultant to defend or indemnify the Client and their officers and employees against and hold harmless the Client and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this Agreement by the Client, their agents, officers, employees, sub-consultants, or any other persons for whom the Client may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Consultant or the Consultant's agents, employees, or any other persons for whom the Consultant is legally liable, and (b) the Client, their agents, officers, employees, sub-consultants, or any other persons for whom the Client may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the Consultant's negligence or the negligence of the Consultant's agents, employees, sub-consultants, or any other persons for whom the Consultant may be legally liable. This provision shall be included in any Agreement (if required) between Consultant and any sub-consultant, subcontractor and vendor, of any tier."

3.4 Liability of the Consultants First paragraph of this Sub-Clause is replaced with the following:

"Save as otherwise provided, the Consultants shall be liable for the consequence of faults, errors and omissions on their part or on the part of their employees in performance of Services to the extent and with the limitations as mentioned herein below."

Second paragraph of this Sub-Clause is replaced with the following:

"If the Client suffers any losses or damages as a result of proven faults, delays, errors or omissions of the Consultants in the performance of

Services, **the Consultants shall make good such losses or damages in full."**

Third paragraph of this Sub-Clause is replaced with the following:

"The liability of the Consultants expires after one (1) year from the actual date of completion of the project or after three (3) years from the date of final completion of the design whichever is later. Provided that the rendered Services shall always be subject to the standards of 'reasonable skill, care and due care and attention' to be exercised by a prudent Consultant and the Client shall always be entitled to have recourse to appropriate forums for compensation should the circumstances necessitate."

The text "up to a limit … such cover effective." is deleted from fourth paragraph of this Sub-Clause.

In fifth paragraph, the text "provided the actual … borne by the Client." is replaced with the text "pursuant to GC Sub-Clause 3.5".

3.6 Consultants' Actions Requiring Client's Prior Approval

(a) Delete the text "merely by title but not by name" from para "(a)".

The Consultants shall also obtain Client's prior approval in writing before commitments on any action they take or propose to take under the following:

i. Issuing Variations Orders in respect of:

- Additional items/quantities 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/Taking over Certificate
- Defects Liability Certificate
- Forfeiture
- Special Risks
- Frustration

vi. Final Measurement Statement

vii. Release of Retention Money

viii. Any other action having financial implications.

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

Following four paragraphs are added at the end of this paragraph:

"All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the Consultant are the property of the Client. Reuse by the Client or by others, acting through or on behalf of the Client of any such instruments of service, shall be without liability or legal exposure to the Consultant.

During the progress of the Work and Services provided hereunder and for a period of not less than ten (10) years from the date of final payment to the Consultant, the Consultant shall keep, retain and maintain all "documents" pertaining to the Services provided pursuant to this Agreement. Copies of all "documents "pertaining to the Services provided hereunder shall be made available for review at the Consultant's place of business during normal working hours. If any litigation, claim or audit is commenced, the Consultant shall cooperate with Client and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past the ten (10) years retention period.

For purposes of this Agreement, "documents" means every writing or record of every type and description, including electronically stored information, that is in the possession, control, or custody of the Consultant, including, without limitation, any and all correspondences, contracts, Agreements, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbling's,

recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the Consultant, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

Consultants shall not use these documents for any purposed not related to this Contract without prior written approval of the Client.

3.10 Accounting, Inspection and Auditing

Para "(ii)" of this Sub-Clause is replaced with the following:

(ii) "The Consultant shall keep available for copy, audit and inspection by the representative(s) and/or auditor(s) of the Client for a period of ten (10) years after receipt of final payment, the cost records and accounts pertaining to this Agreement and all items related to or bearing upon these records with the following exception:

if any litigation, claim or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed."

Following paragraph is added at the end of this Sub-Clause:

"The Consultant shall assist the Client in preparation and presentation of replies to audit paras (if any) and settlement thereof."

4.2 Removal and / or Replacement of Personnel

(a) The text "and relevant experience." is added at the end of para "(a)".

Following text is added as para "(d)":

(d) To ensure timely completion of the project and to avoid any delay, Consultant shall deploy such personnel as are necessarily required for Construction Supervision during off-duty hours/night time. Consultants shall be paid by the Contractor as per relevant provision of the Construction Contract. It shall be the responsibility of Consultant to include this provision in the Bidding Documents as well as in the Construction Agreement.

5.1.1 Assistance The documents (Existing Data, Studies, Reports and other useful inputs for the purpose of performing the Services) under this Sub-Clause shall be provided at no cost to the Consultants as and when requested, subject to the availability of these documents with the Client."

5.1.2 Co-ordination

(a) In the first line of para (a), the text "and get or expedite" is replaced with the text "to obtain".

The departments and agencies include:

- Capital Development Authority (CDA)
- Civil Aviation Authority (CAA)
- National Highway Authority (NHA)
- Water and Sanitation Agency (WASA)
- Water and Power Development Authority (WAPDA)
- Sui Northern Gas Pipeline Limited (SNGPL)
- Pakistan Telecommunication Corporation Limited (PTCL)
- Pakistan Environmental Protection Agency (PEPA)
- Any other related agency. (as per Applicable Bye Laws)

5.1.3 Approvals The Client shall accord approval of or convey any observations on the documents, subject to requirements and satisfaction of the Client, within fifteen (15) working days from the date of their submission or resubmission.

5.5 Payments Following three paragraphs are added at the end of this Sub-Clause:

"The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of completion, all required adjustments will be made and reflected in the final payment. In the event of an overpayment to the Consultant is revealed, the Consultant will refund such overpayment to the Client within fifteen (15) days of notice of the overpayment.

Payment for any part of the Services by the Client shall not constitute a waiver by the Client of any remedies of any type it may have against the Consultant for any breach of this Agreement by the Consultant, or for failure of the Consultant to satisfactorily perform Services required of it by the Client. Forbearance of any rights under the Agreement will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the Consultant.

Final Payment to the Consultant will be made promptly upon its verification by the Client after the completion of the Services under

this Agreement, contingent upon receipt of all plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this Agreement. Acceptance of such Final Payment by the Consultant shall constitute a release of all claims for payment, which the Consultant may have against the Client unless such claims are specifically reserved in writing and transmitted to the Client by the Consultant prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the Client may have against the Consultant or to any remedies the Client may pursue with respect to such claims.

6.2 Contract Price

Part (a) of this Sub-clause is amended as follows:

(a) The amount in foreign currency is NIL. Consultant's remuneration shall be paid in Pakistani Rupees.

6.3 Terms and Conditions of Payment

Following Payment Schedule will be followed for making payments to the Consultant:

Phase I: Surveys & Geotechnical Investigations (30% of Design fee)

Stage	Description	%age	Amount (PKR)
Stage 1	Preliminary Data collection, and Project feasibility report	**5% of Design Fee**	
Stage 2	Re-verifying the marking of project boundary, Review of LOP and Topographic Survey		
Stage 3	Soil Investigation /Geotechnical Investigation, Hydrological and Hydraulic Study etc.	**15% of Design Fee**	
Stage 4	Feasibility of High Rise Apartments on proposed Area	**05% of Design Fee**	
Stage 5	Submission of EIA report within stipulated time lines	**05% of Design Fee**	

Phase II: Detail Design (70% of Design Fee)

Stage	Description	%age	Amount (PKR)
Stage 1	Draft Complete Engineering &	**15% of Design Fee**	

	Infrastructure Design		
Stage 2	Detailed Working Drawings and Detailed Engineering Design.	**20% of Design Fee**	
Stage 3	Final Design (PC-I) & Tender Documents	**20% of Design Fee**	
Stage 4	Tender Process & Hiring of Contractor	**15% of Design Fee**	
Phase III: Stage-01 **Detailed Construction Supervision (100%)**			
(i)		85% Payment will be made in installments to be worked out on percentage of work done to be determined on the basis of Contractor's IPCs verified for payment.	
(ii)		05% on Final Completion and Handing/Taking	
Stage-02 Services during Defects Liability Period		Remaining 10% of Detailed Construction Supervision Fee After Defects Liability Period	

(a) Consultant's remuneration for Survey, Design, Procurement and Detail Construction Supervision of infrastructure development works shall be paid without any Price Adjustment during the original and any extended time period.

(b) No payment will be paid to the consultant for any individual who is not available on the project site as per his bid during the stipulated period of construction. The amount deducted will be at the rate given by the consultant in his bid for that category of person.

(c) In case the construction works are abandoned at site due to any reason, the balance of original fee for Construction Supervision Services will be payable upon resumption of the Construction Works.
In Case works are suspended or slowed (*due to the reasons not attributable to the Consultants*) so that the amount of work done is less than 100 million per month, a provisional amount of one million per month (upto maximum three months or as approved otherwise) may be paid to the consultant subject to the approval of competent authority. Same will be deducted/adjusted from subsequent payment due or to be due to the consultants.

(d) If the Construction Work at site is stopped for more than three months, the consultant staff would be reduced to *one supervisor* unless notified by the client otherwise**.**

In case the duration of Construction Works extend beyond the stipulated time period of Thirty six (36) months due to delays attributable to the Consultants, the Consultant shall continue to provide Services for that period at no extra Cost to the Client.

(e) The submitted Design/Drawings shall be subject to approval from the concerned Authority. Further, full or part payment of a particular Stage and/or of subsequent Stages shall be made after the issuance of requisite approval/NOC.

6.4 Period of Payment

(a) Para "(a)" of this Sub-Clause is deleted in its entirety.

(b) In the last line of para "(b)", the word "or redelivered" is added after the word "delivered".

Following is added at the end of para "(b)":

"Provided that the said amount shall be subject to the requirements and satisfaction of the Client."

6.5 Delayed Payments

This Sub-clause is deleted in its entirety.

6.6 Additional Services

Para "(c)" is amended as follows:

(c) "Any re-doing of any approved or accepted part of the Services as a result of Client's instructions."

The sentence "If there is no … part of the Contract." is deleted from the middle of last paragraph.

In the second last line, the texts "pro-rata" and "or on mutually agreed rates" are added before and after the word "basis" respectively and the text ahead is deleted till end of this Sub-Clause.

Following is added at the end of this Sub-Clause:

"The Consultant shall, without incurring any additional cost to the Client, be liable to re-perform and rework all or any part of the Services, which is deficient in any manner and is not approved by or acceptable to the Client. Accordingly, the Consultant shall make such changes and revisions in the completed Services under this Agreement as necessary to correct errors appearing therein, without any additional cost thereof. Should the Client find it desirable for its own purposes to have previously satisfactorily completed Services or parts thereof changed or revised, the Consultant shall make such revisions as directed by the Client which shall be considered as Additional Services and shall be paid for as provided under this Contract."

6.7 Consultant's Entitlement to Suspend Services

In the third line of first para, the text "read with SC Sub-Clause 6.4" is added after the text "Sub-Clause 6.4".

Last para of this Sub-Clause is deleted.

7.2 Dispute Settlement

At the end of this Sub-Clause, following is added:

The arbitrator(s) shall be appointed after mutual consent of both the parties. Such appointment shall not be contradictory to the provisions of Arbitration Act, 1940 and of the Rules made thereunder and any statutory modifications thereto.

The seat of arbitration shall be Islamabad (Pakistan) and the Courts located in Islamabad shall have jurisdiction in the matter.

IV APPENDICES

APPENDIX -A
DESCRIPTION OF SERVICES AND TERMS OF REFERENCE

THE PROJECT

Pakistan is currently facing a shortage of millions of housing units throughout the country. FGEHA has been mandated to provide affordable housing facilities to the employees of Federal Government and other specified groups. In its efforts to reduce the housing backlog and provide housing, FGEHA intends to plan & develop **7289 Kanal** (approx.) land area located at Sector F-12, Islamabad.

It is important to note that 40% of the residential plots in this scheme will be allotted to Federal Government Employees, 20% for General Public, 15% for Overseas Pakistanis and remaining 25% for Land Owners of Sector F-12, Islamabad. Due to the urgent nature of the project, FGEHA intends to hire the services of reputed Consultant(s) registered with PEC for detailed Engineering Designing & Construction Supervision of subject project.

SCOPE OF SERVICES

The Consultant shall provide Professional and Technical Personnel for the entire Scope of Services outlined below. The Consultant's Team shall liaise and coordinate with all concerned Authorities and shall be familiar with all local government laws and regulations.

The Scope of Services, to be performed, and successfully completed by the Consultant to the full satisfaction of the Client and in accordance with the Contract shall include but not limited to the tasks, in Three (03) Phases, as described herein:

Phase – I

- Preliminary data collection, Project Brief Feasibility, Project boundary and review of detailed survey
- Soil investigation, hydrological analysis, etc.
- *Review of layout plan of the scheme. (LOP will be Provided by FGEHA Planning Wing)*

Phase – II

- Draft engineering and infrastructure design.
- Preparation Detailed Engineering Design and detailed working drawings.
- Preparation of final design , PC-I and tender documents
- Services during tender process, Award of contract etc.

Phase - III

- Detailed construction supervision
- Services during defect liability period.

Phase – I

A.2.1 The scope of services for design, vetting and construction supervision of infrastructure works as described in the Terms of Reference comprise the following activities to be undertaken or vetting in an integrated manner but not limited to the following:

i. Data Collection, Survey, Analysis, and Project Brief Feasibility, Project Inception Report, High Resolution Satellite Imagery and Aerial drone survey, digitization and superimposition of revenue record/musavis, demarcation of Existing Features and different Land-uses including but not limited to graveyard, mosques, natural water drains/channels etc.
ii. Policy framework for resettlement plan
iii. Preparation of Preliminary resettlement plan and report for approval.
iv. Project Risk Analysis and its remedy
v. Review of Layout Plan of FGE Housing Authority Scheme situated at Sector F-12, Islamabad in line with CDA standards integrating various elements including roads, Sewerage, Drainage, STP, Electrification, Water Supply System, Sui Gas, Parking, hard and soft landscaping, Recharge Well, communication networks etc.
vi. Demarcation of project boundary in consultation with Land Wing of FGEHA.
vii. The consultant shall review topographic survey & collection of other relevant data and site details
viii. Soil investigation/Geotechnical Investigation from reputable organization along with Three (03) copies of report for approval by client.
ix. Hydrological and Hydraulic Study survey and modeling with design of nullahs/natural water drainage channels.
x. Others tasks as may be necessary as a result of the design and to complete the Consultant's scope under this request for proposal.
xi. The consultant shall provide all drawings on CD for permanent record of employer as well as the hard copies of the same.

Phase – II

i. Preliminary Design Stage for infrastructure development works.
ii. Detailed Design / Working Drawings.
iii. Final Design and Tender Documents. At least, Ten (10) copies /sets of tender documents along with finally approved design /drawings are required.
iv. Services during tendering stage, Bid evaluation, Award of Contract, etc.
v. Tender documents to be drafted with provisions of phased manner construction.
vi. Cost estimate based on Government Schedule rate / market rates duly authenticated with rate analysis. Tender Documents & Technical Specifications.
vii. Engineering design along with drawings and calculations.
viii. Detailed design/drawings of electrical works, sub-station, transformer, generator etc.
ix. Consultant shall submit drawings/design to the concerned authority for approval and will responsible to get its approval with cooperation of FGEHA.
x. Draft PC-I will be prepared by the consultant and will coordinate for any query raised by approving authority.
xi. The consultant will prepare report of Environmental Impact Assessment.
xii. Identification of Borrow area and dumping site for surplus and unsuitable material
xiii. Procurement of all NOCs / Permits from all Authorities having Jurisdiction.

xiv. The consultant will evaluate, recommend and submit of contractor's prequalification.

xv. Electrical Services

a) Medium Voltage System

• 11 KV Switchgear, Transformers & Associated Works & Equipment or as per requirement of Project.

b) Low Voltage System

• External Low Voltage Electrical Installation
• External Lighting Installation
• Lighting Protection System & Earthling

c) Extra Low Voltage System

• Security System (CCTV) if required.

xvi. Landscaping/Horticulture

xvii. Sewerage Treatment Plant

xviii. Roads and Infrastructure.

xix. Communication networks

xx. Sewerage and Storm Water Drainage Systems

xxi. Approval of all drawings, specifications and other design documents from all authorities having jurisdiction within the prescribed project schedule.

xxii. Procurement of all NOCs / Permits from all Authorities having Jurisdiction.

xxiii. Others tasks as may be necessary as a result of the design changes in order to complete the Consultant's scope under this request for proposal.

xxiv. Detailed construction supervision

xxv. Services during Defect Liability Period

A.2.2 The Services to be performed by the Consultant in relation to the Project include relevant works or vetting of data collection; Data Collection, Survey, Analysis, and Project Brief Feasibility, Project Inception Report, High Resolution Satellite Imagery and Aerial drone survey, digitization and superimposition of revenue record/musavis, demarcation of Existing Features, demarcation of BUPs and different Land-uses including but not limited to graveyard, mosques, natural water drains/channels etc. Programming and planning, full designs to meet Client's requirements and objectives coordination with the Client's procurement strategy; assist the Client with procurement of the construction contract, construction documentation and construction supervision and services during the defects liability period.

A.2.3 The Consultant must comply with all requirements stated within this Request for Proposal; any exclusion should be highlighted with its impact on the proposed fees, failure to comply may result disqualifying the submitted proposal.

A.2.4 The Consultant shall serve as an integral part of the Client's team. The scope of works stated below concentrates on deliverables. However, the Consultant should provide a complete proactive consultancy services, attending monthly meetings give comments and advice to other team members when required.

A.2.5 It is the responsibility of the Consultant to obtain all pertinent information and other data as shall be necessary and liaise with the Client, other Consultants (if any) and third parties to carry out his obligations under this Request For Proposal.

A.2.6 Procedures employed by the Consultant shall provide for a proactive approach and shall be supported by efficient control systems.

A.2.7 The Consultant shall complete the whole of the Services and each part of the services at the times and within the periods stated in the Contract.

A.2.8 The Consultant shall, while performing the Services, take due account of the Client's primary objectives in relation to the project as described above, and the budget.

A.2.9 The Consultant shall cooperate, coordinate and liaise with other Consultants appointed by the Client (if any), to provide professional services in relation to the Project.

A.2.10 The Consultant shall submit reports to the Client on its progress in the performance of the Services at such intervals and in such form and numbers and with such detail as the Client may require.

A.2.11 The Consultant shall, while performing the services, use its best endeavors to identify those technical and economic solutions that are most suited to the requirements of the Project and the Project construction budget.

A.2.12 The Consultant shall carry out, manage, coordinate and facilitate Risk Management throughout the different design and supervision phases.

A.2.13 The Consultant shall, in relation to the project and at the appropriate times; obtain all necessary consents, approvals, no objection certificates, permits and the like from all relevant authorities and departments as may be applicable.

A.2.14 The Consultant shall carry out or vet all surveys and site investigations of the Project site as follows:

i. Site surveys of existing facilities and underground services as appropriate. Project site survey shall include verification of underground services where appropriate. Consultant shall also carry out survey of existing adjacent facilities and structure appropriate to the services.
ii. Identify preliminary locations for both temporary and permanent works.
iii. Detailed hydrological and underground services survey to determine and record the exact layout, physical features, location of existing roads, services (above and belowground) and all other pertinent information and conditions relevant to the Project site.
iv. Geotechnical investigations, by itself or a specialized sub-contractor that is prior approved by the Client. The investigations shall provide detailed information on the nature of the sub-strata, superficial deposits, ground water and recommendations on the foundation design required for the project. Site investigations shall be carried out in accordance with the ASTM or any other equivalent standard.

A.2.15 The Consultant shall prepare site plans and Presentation that shall show new and existing contours, controlling grades, adjacent drainage, existing or proposed roads, utilities, parking, pedestrian and vehicular circulation, landscaped spaces, special features such as retaining walls, terracing or other elements unique to the project.

A.2.16 The Consultant shall ascertain and coordinate the requirements of all relevant authorities and departments in relation to the project and, subject to the approval of the Client, shall incorporate all such requirements into the design of the Project. The Consultant shall also attend meetings as necessary with the relevant authorities and departments in relation to the project.

A.2.17 The Consultant shall obtain all relevant information and data necessary to perform its obligations under this Request for Proposal.

A.2.18 The Consultant must submit a statement confirming that the Consultant has:

i. Visually inspected the proposed locations of all adjacent buildings and major facilities (if any), and
ii. Visited the site.

A.2.19 If requested, the Consultant shall provide advice and assistance to the Client in the identification and consideration of alternative procurement routes and in establishing the most appropriate route for the Project.

A.2.20 The Consultant's key design professionals, covering the various technical disciplines shall attend, actively participate and cooperate with the Client's request for meetings at its expense, which shall include but not be limited to the following meetings:

i. Design Review Meetings
ii. Progress Meetings.
iii. Risk Management
iv. Any other meetings held in relation to the project.

A.2.21 The Consultant shall provide all his services in accordance with internationally recognized codes, standards and recommended best practices (BS, NFA, ASTM, AIA, AASHTO, etc.). All specified equipment and materials shall comply with recognized codes and standards. The Consultant shall advice the Client in writing of all codes, standard and recommended best practices that he intends adopting throughout the design for the written acceptance and written approval of the Client.

A.2.22 Emphasis shall be placed on energy conservation measures and techniques.

A.2.23 The Consultant shall, on a regular basis, report on environmental issues (both positive and negative) and shall report on "green" elements initiatives and practices built into the design, construction and operation of the Project.

A.2.24 To the extent possible, the Consultant will maximize the use of local products and materials in the design, in the meantime ensuring that state-of-the-art concepts and technologies are applied to the design.

A.2.25 In conjunction with the Client, the Consultant shall undertake constructability analysis of the design. Constructability is the process of review, analysis and application of ideas and methods that will result in a final product that can be built most cost effectively and in the shortest period of time without sacrificing quality, taking into consideration, such items as schedule, materials, required construction equipment, available manpower, work methods and required quality control measures, etc.

A.2.26 The design and construction documents should be developed with consideration for constructability to make sure that there are no ambiguities, inconsistencies or other problems, which could lead to, otherwise, preventable difficulties during construction.

A.2.27 The Consultant shall fully liaise with all relevant service authorities and provide them with a description of the works and all required sets of layout drawings to enable the service authorities to mark on their existing and proposed services in order to resolve any effect to or by the project.

A.2.28 The Consultant shall satisfy the requirements of the Services Authorities including requirements of EIA study on the design of the Project. Subject to the approval of the Client, the Consultant shall incorporate all such requirements in the design of the Project at any stage of design or construction phase without additional cost.

A.2.29 The Consultant shall utilize Computer Aided Drafting and Design (CADD) for all design and engineering services. The Consultant will prepare and provide the design development / working drawings and construction documents in Computer Aided Drafting (CAD) for all disciplines.

A.2.30 The Consultant's detailed design and working drawings of the MEP services shall be complete and fully coordinated with designs of infrastructure works and shall include the layout, sizing, selection, specifications and detailed engineering calculations using the latest recognized professional design software in connection with all plant, equipment, components, materials and systems.

A.2.31 The Consultant's deliverables shall be produced and submitted in accordance with an approved Program of work and in accordance with the time schedules identified in the Contract.

A.2.32 The Consultant's deliverables shall be produced at appropriate scales. These shall be produced for all systems and services and shall be fully coordinated.

A.2.33 Supplementary coordinated details and sections shall be produced in order to demonstrate that sufficient space exists for all services and its proper maintainability.

A.2.34 All Computer aided administrative, design and drawing software packages to be employed and / or available for use on this project shall be proprietary, industry standard with proven usage, fully supported and licensed.

A.2.35 The Consultant, in the preparation of the Project Specifications, shall utilize FPS System.

A.2.36 Use of contractor provided specialist suppliers, vendors or subcontractors to assist or perform design tasks and prepare specifications on behalf of the Consultant shall not be accepted other than with the specific written approval of the Client.

A.2.37 The Consultant shall ensure, demonstrate and substantiate that materials, products and equipment specified for use on the project can be competitively procured by the Client from at least three different independent sources.

A.2.38 The Consultant shall not, without the prior approval of the Client, include any provisions in the Tender Documents through which the review and responsibility of this design is transferred to the Contractors and / or Suppliers.

A.2.39 All trips during all the phases, by senior professionals from the Consultant's Head Office, shall be allowed for and included in the Consultant's Fee.

A.2.40 The Consultant is to ensure that the Project is designed and constructed with consideration of economy and safety. In doing so, the Consultant must monitor the estimated construction cost throughout all stages of design. The Consultant shall submit detailed cost estimate reports at the end of each stage. If the final cost estimate exceeds the approved project budget/PC-I by more than 5%, the Client may instruct the Consultant to amend the final designs to ensure that the final design cost estimate does not exceed the approved budget/PC-I. The Consultant without any additional fee will perform any additional design/changes required.

A.2.41 The Services to be provided by the Consultant shall also include the following:

i. All printing and reproduction costs (minimum of two hard copies and two soft copies per document / deliverable).
ii. Courier as well as local communication with the Client and other parties associated with the Project.
iii. Any redesign and/or design revisions deemed necessary as a result of the meetings/discussions/reviews.
iv. Any redesign and/or design revision deemed necessary including as per Article A.2.40 above.
v. The Consultant is responsible to engage all specialists required for the full completion of the Preliminary Design and Tender Documents. The specialty services shall be presented at each stage of the work programmed.

A.2.42 Promotional rights for publication of the Projects are the sole property of the Client, and any use by the Consultant of such shall be subject, in all instances, to the Client's prior written approval.

A.2.43 Copyright and ownership of all Designs, Deliverables and Documents prepared by the Consultant are the sole property of the Client.

A.2.44 Not Used.

A.2.45 The duties of the Consultant shall include, inter alia, those prescribed herein and those which may reasonably be inferred from a professional Consultant to ensure the Project completion within the Client's time and budget constraints through effective management and control procedures. The Consultant shall ensure that the Client receives real "value" for the Project.

A.2.46 The Consultant shall provide overall design project management to coordinate all designs, disciplines and specialties and other requirements defined in the contract. The Consultant shall also coordinate its design with other Consultants (if any) appointed directly by the Client or any other entity or advisor as well as statutory authorities.

A.2.47 The design shall take into consideration environmental requirements and constraints that are raised at different stages of the project whenever applicable.

A.2.48 The Client may employ other parties to provide services for the Project and the Consultant shall closely liaise and coordinate with the party (or parties) throughout the

Design and construction stages of the project and provide them with all required information, drawings, schedules, etc. to enable them undertake the Services for the Project.

A.2.49 The Consultant shall, in preparing tender documents, contract documents and documentation required for the construction of the Project; take due care and attention to ensure that these are complete in all respects and there are no errors or omissions in relation thereto which may necessitate the issue of variation orders and / or entitle the contractor(s) to additional payments and / or time under the construction contract.

A.2.50 the Consultant shall carry out all Cost Estimate activities.

A.2.51 The Consultant shall submit as requested by the Client a report detailing the Value Engineering exercises, clearly outlining the design changes that have been made and identifying any risk to the Client associated with such Value Engineering. The focus of the Risk identification shall be limited to a qualitative analysis.

A.2.52 The compilation and submission of EIA study report to the relevant authority will be the responsibility of the Consultant. The Consultant will also ensure the compliance of all related regulations during design and supervision phases.

Appendix-B
REPORTING REQUIREMENTS
(DELIVERABLES)

The Consultant shall be fully responsible for confidentiality, correctness and accuracy of the reports, documents, drawings, specifications and other deliverables prepared as part of the Services.

Phase I: Survey & Geotechnical Investigations

Stage 1: Preliminary Data collection, and Project feasibility report

The Consultant shall collect relevant data and ascertain, in conjunction with the Client, any other third parties, the Project requirements. These shall include but not limited to the following:

a) Client's Project brief, and site data supplied by the Client, data collected by the Consultant from Authorities having jurisdiction.
b) Project execution strategy.
c) Budget and time schedule limitations.
d) Site Information, such as:

- Climatic and environmental data.
- Boundary limits.
- Location of nearby utilities structures (major).
- Statement on fundamental general and specific codes and zoning requirements.
- Any available data on the subsoil conditions in adjacent plots.
- Extent of infrastructure.
- Site constraints.

The Consultant shall contact appropriate Agencies, utility and service providers and other Authorities having jurisdiction in Islamabad – Pakistan, to obtain relevant data related to the Project and Project site, and to determine the location and capacity of public facilities and services.

Survey

The Consultant will be provided with the Detailed Survey by The Client in case if any further requirement the same shall be mutually agreed between the Parties. The Consultant shall provide the detailed assessment report in this regard.

Project Design Brief

The Consultant shall prepare a brief Report of the Project and establish standards for space requirements in compliance with planning regulations. The Consultant may recommend variations to the planning regulations which are justified and add value to the planning for the project. Such variations would be subject to Client's/relevant Authority's approval.

The Consultant shall, in close collaboration with the Client, finalize the Project Design Brief with the objective of developing the Site and to include but not limited to the following:

a. Review of local municipality rules and regulations applying to the site and their application.
b. Operational requirements, in collaboration with the Client.
c. Facilities requirements and relations between them.
d. Interfaces with existing or proposed facilities.
e. Extent of the infrastructure, landscape and external works.
f. Review of all applicable local authorities regulatory requirements.
g. Review of all applicable cost of financial data.

Concept / Preliminary Design / Concept Engineering

The Consultant shall develop the Concept Design and Concept Engineering Design. All designs will be subject to review and approval by the Client. This shall be deemed to include all relevant aspects of residential planning.

a) It is the responsibility of the Consultant to obtain all pertinent information and other data as shall be necessary and to carry out all surveys needed to perform the Services.
b) The Consultant shall manage the program for the delivery of this stage taking into full consideration the Services to be provided by all other Consultants (if any).

Infrastructure and Utilities

Section will cover the following elements pertaining to roads, water, sewerage, surface drainage, Water Supply System, STP (if required), power, low current distribution, Sui gas etc.

The Consultant shall not proceed with the Preliminary Design unless the Architectural and Engineering Concepts are approved by the Client.

Engineering Concept Design Report

Based on the approved Architectural Design Documents prepared, the Consultant shall prepare the Concept Design Report which will include the basic infrastructure design, engineering studies and design and appropriate site plans which take into account the Data Analysis gathered in Phase-1, Stage 1. The studies shall form the basis for a Concept Design Report for the project. The report shall include but not limited to the following elements:

a) Conceptual site and landscape plans.
b) Concept design of all infrastructure works like roads, sewerage, drainage, water supply, STP if required, Electrical, Sui Gas, etc.
c) Cost Estimate(s).

The Consultant must develop a submission to the Client, along with the deliverables of the concept design stage, a Cost Estimate and Cash Flow based on the concept designs.

After the Client's written approval of the Concept Design, the Consultant shall, based upon the approved Concept Design, prepare a Preliminary Design that will define the area in terms of final space layout, construction materials, finishes, equipment and specialist's equipment. The Consultant shall:

a) Manage the programme for the delivery of this task.
b) Hold initial meetings to review the Design Infrastructure Development works documentation.
c) Develop the approved exterior designs, taking into account the Client's design review comments and recommendations, including Authorities requirements.
d) Hold discussions with relevant statutory authorities and departments.
e) Prepare general arrangement drawings for electrical, infrastructure, landscape plan, section covering all areas of design.
f) Estimate loads and formulate concept/preliminary design philosophy for infrastructure including HV distribution.
g) Make preliminary submissions of all available information to the relevant authorities.

The Consultant shall accommodate in the preliminary design any environmental considerations that may be required.

The Consultant shall update the Cost Estimate and accordingly shall prepare PC-I (If required) for the Project.

Preliminary Design Drawings

The Preliminary Design drawings to appropriate scales will include the following:

a) Site plan showing access routes, parking areas, existing and proposed contours, plantings areas, and Project limit lines.

Infrastructure and Utilities

Preliminary design and drawings for infrastructure and utilities including Value Engineering exercises of alternative materials and design solutions of the following systems:

a) Site development, site survey and existing conditions
b) General Arrangement and layout drawings
c) Water supply system
d) Sewerage system & STP
e) Surface drainage system
f) Power and low current distribution networks
g) Roads, accesses, pathways etc.
h) Storm water network
i) Roads
j) L Sections, X Sections
k) Roads lighting system
l) Gate and access
m) Any other drawings and systems as viewed necessary.

n) Initial load and distribution calculations

Outline Specifications

The Consultant shall submit outline/draft specifications for all components of the Project which will include materials specifications. The outline specifications will be submitted with the preliminary design report in a separate bound document.

Stage 2: Soil Investigation/Geotechnical Investigation, Hydrological Analysis, etc.
Upon the approval of the preliminary design and project brief feasibility the consultant shall conduct the detailed survey required to prepare the Engineering Design. The survey includes but not limited to Soil Investigations at appropriate locations as per requirement, detailed hydrological analysis, and other surveys as per the requirement for the successful completion of the project.

Please note the Topographic survey will be provided by the Client, in case any further re-confirmations are required the same shall be carried out after the approval of The Client

Stage 3: Review of Layout Plan of the Scheme

After the completion of Stage 2, the consultant will review the detailed Layout Plan of the scheme as per the prevailing bye-laws. The consultant will collect the requirements of the client and will prepare the plan accordingly to meet all the requirements. The consultant may recommend the alternate requirements and may propose changes if these are more beneficial for the project but client will have the authority to accept or reject such proposals.

Phase II: Detailed Engineering Design and Award of Contract.

Stage 1: Draft Engineering and Infrastructure Design
Upon the approval of the Layout Plan by the Client, the Consultant shall immediately proceed with the preparation of the detail design and tender documents of the project, which shall initially be submitted in draft form.

During this stage:

a) The Consultant shall prepare detail design documentation comprising location, assembly and component drawings, schedules, specifications, bills of quantities.
b) The Consultant shall prepare comprehensive particular specifications covering all aspects of the work, noting requirements of Client.
c) All drawings shall be fully coordinated across the disciplines and shall be signed and checked accordingly by the Consultant.
d) The Consultant shall obtain, at completion of this stage, all required permits and shall consult with all services authorities, relevant governmental departments, and secure approval certificates and no objection certificates as required.
e) The Consultant shall prepare and submit weekly progress report of design activities, comprising actual and planned status of completion.

f) The Consultant shall prepare comprehensive conditions of particular applications for the construction contract keeping requirements of Client in view.
g) The Consultant shall review the cost plan prepared at stages 1 and 2 and revise in line with the Detail Design drawings and specifications incorporating approximate quantities. The Consultant shall ensure that project budget/PC-I is not exceeded.

The Detail Design shall comprise detailed and fully coordinated Tender Drawings, Specifications and other Documents etc.

Draft Final Specifications

The Consultant shall prepare and submit, in previously approved formats, specifications for all project components. These shall include quality control /assurance requirements, product detail, technical specifications and execution and workmanship requirements.

Draft Final Bills of Quantities

The Consultant shall prepare and submit in previously approved formats and in accordance with previously approved method of measurement, Bills of Quantities for the Construction Contract.

Draft Tender and Contract Conditions

The Consultant shall advise the Client and review when requested, the following draft Tender and Contract Documents. These documents include but are not necessarily limited to:

a) Instructions to Bidders
b) Form of Tender and Appendices to Tender
c) BOQs
d) General Conditions of Contract
e) Particular Conditions of Contract
f) TORs
g) Specifications – Special Stipulations
h) Technical Specifications
i) Drawings
j) Any other documents

Draft Cost Estimate(s)

The Consultant shall prepare and submit a Final Cost Estimate and PC-I (If required) for the project, supported by fully priced Bills of Quantities. If the Final Cost Estimate exceeds the approved budget of the project, the Client shall have the right to instruct the Consultant to amend, without any additional fees, the Final Design to ensure that the Final Design Cost Estimate does not exceed the Approved Budget, since Consultant having continuously updated the cost estimates throughout the previous Design Stages. Detail total cost analysis will include following:

a) Construction cost including civil works.
b) Land development cost to include external preliminary services and car parking.
c) Authority having jurisdiction costs to include permitting and review.
d) Inflation cost to be catered for duration of the project.
e) Project Contingency.
f) Consultant's additional cost in case of delay in construction of the project from original envisaged Programme.
g) Cost of any fees including demand notes for organization such as WAPDA,WASA etc.

The Consultant shall carry out a review of the specifications and drawings prepared to Confirm or otherwise conformance with the materials and products on which the Approved Budget is based. The Consultant shall also advise the Client of any nonconformance together with the estimated cost effect.

For Preliminary and Detail Design Phase, the Consultant shall submit 02 sets of each drawing (One original ammonia print and 02 sets, all duly bound in hard shape) and required number of copies of other documents and PC-I (If required). Soft copy of final Design and Drawings, in Original as well PDF format, shall be submitted written on a good quality DVD. The Consultant shall place their endorsement (sign and stamp) on all plans, designs, drawings, estimates, reports, DVDs and any other engineering data furnished by them.

Stage II: Detailed Working Drawings

Upon the approval of the draft engineering design and working drawings the consultant shall prepare the final drawings and cost estimates after incorporating the comments of the client and will get it approved from the authority.

Stage 3: Final Design and Tender Documents (PC-I)

Following the approval of the Detailed Design, the Consultant shall prepare and submit the Final Design and Tender Documents as a part of this Stage and during the construction (if required) incorporating the Client's review/comments of the previous stage and the final Bills of Quantities.

The Consultant shall allow for early enabling works tender packages, based on his finalized design and that the Client may request to accelerate the construction work program.

Final Design and Tender Documents

Final Design and Tender Documents shall comprise:

Volume 1 – Conditions of Contract [PEC Standard Forms of Contract]

a. Instructions to Bidders
b. Form of Agreement
c. Form of Tender Bond

d. Form of Performance Bond
e. Form of Tender and Appendix to Tender
f. Conditions of Contract comprising:
i. Part I - General Conditions of Contract
ii. Part II - Conditions of Particular Application

The foregoing shall be bound by the Consultant into one document and provided with a printed cover. A copy of the Standard Conditions/Forms of Contract as specified by PEC shall be used by the Consultant.

Volume 2 – Specifications [by the Consultant]

These documents (if more than one volume) shall be prepared by the Consultant; each shall be bound and provided with a printed cover.

Volume 3 – Drawings

Final drawings shall be prepared by the Consultant to appropriate size and listing.

Volume 4 – Bills of Quantities [by the Consultant]

This document shall be prepared by the Consultant, bound and provided with a printed cover by the Consultant.

Final Design Report

On completion of the Final Design and Tender Document Stage, the Consultant shall submit a Final Design Report summarizing all stages of the design.

Stage 4: Services during tender process, Award of Contract etc.

Prequalification of Contractors

The Consultant shall make recommendations and assist the Client in selecting the preliminary list of contractors (for the various packages if applicable) to submit an expression of interest in tendering for the project. The Consultant shall prepare draft proposals for pre-qualification criteria and procedures, to be submitted, discussed and approved by the Client.

The Consultant shall undertake the pre-qualification of the contractors (for the various construction packages if applicable). The Consultant shall submit a comprehensive report to the Client recommending a short list of contractors to tender for the Project. The short listing of contractors shall be based on pre-determined criteria which shall be fully discussed and agreed in advance with the Client.

The Contractor Pre-qualification shall be based on the quantum of works and its commitments with regards to capacity and available resources

Tender Services

The Consultant shall review all Tenderers' queries and prepare appropriate responses in consultation with the Client in a timely manner so as not to delay the programme, for the Client's approval before issue to Tenderers. All addenda will only be issued with the Client's approval. All correspondence with Tenderers shall be copied to the Client.

The Consultant Shall draft the contracts while considering the availability of land and propose and include the clauses in the tender documents to protect the interest of Employer from anticipated claims by the Contractors in this regards.

The Consultant shall, subject to the approval of the Client, prepare any addendum to the Tender Documents if and when required. The addendum shall be issued to all Tenderers for incorporation into their Tender Offer in a timely manner so as not to delay the programme.

The Consultant shall attend tenders openings. The Consultant shall evaluate Tenderers' technical and financial bids and shall prepare a Tender Evaluation Report with analysis and recommendations.

Award of Construction Contract

The Consultant shall:

a) Assist the Client in the discussions with the bidders throughout the process till Contract Award.
b) Prepare the required number of "Approved for Construction" (AFC) drawings and other contract documents for the construction contract. The AFC drawings shall incorporate all revisions and addenda issued since issue of the tender.

Phase III: Supervision Services Phase

This phase of the project is subdivided into two distinct periods:

Stage 1: Detailed Construction Supervision
Stage 2: Defects Liability Period

A detailed description of the tasks of each of the aforementioned stages is presented hereafter. The Consultant shall assist the Client with the supervision, coordination, management and administration of the Project's Construction.

Stage 1: Construction Period

The Consultant shall review and assist the Client with the coordination of the construction of the Project from a qualitative perspective, safety and logistical issues. All communication, coordination and management of issues related to time and cost will be the responsibility of

the Consultant. The Consultant will, as part of their professional diligence, be expected to identify and report on such items if their observations, indicate that important issues affecting the success of the Project may have been overlooked. Final Authority over time and money will however be the responsibility of the Client. The Consultant's staff for the Post Contract and Supervision Services will supervise the works, make recommendations to the Client on contractual issues as and when requested, and perform quality control reviews as well as advise and assist on cost related issues. Any input, assistance, collaboration or coordination that may be required by other Consultants, shall not absolve the Consultant from his obligations. For the avoidance of any doubt, the Consultant shall be ultimately responsible and shall owe as duty of care to both the Client and the contractor(s). Site supervision task will include the following activities by the Consultant:

a) Perform site supervision to include all aspects of on-site quality assurance/control of construction for all disciplines. The Consultant shall provide resident staff with relevant experience on full time/part time (as appropriate) basis through-out the duration of the construction period. The deployment of the site staff shall be proposed by the Consultant in his bid and its deployment will be subject to the Client's approval. Consultant in his bid will indicate clearly time of different design team members, who will be supervising the project during construction stage.
b) Suggested site staff is as follows:

    1) **Project Manager (The Engineer)**
    2) **Chief Resident Engineer**
    3) **Town Planner**
    4) **Assistant Resident Engineer**
    5) **Public Health Engineer**
    6) **Quantity Surveyor**
    7) **Surveyor**
    8) **Civil Inspector**
    9) **Electrical Inspector**
    10) **Material Engineer**

    Support team (As per Services mentioned in Phase-I and Phase-II)

c) Approval of all materials samples and equipment submissions.
d) Approval of all shop drawings for all disciplines.
e) Approval of all construction method statements.
f) Monitor the daily activities done by the contractor(s) and check the compliance of the contractor(s) to the contract technical specifications and conditions.
g) Prompt response to the letters and Notices from Contractor and Client.
h) Follow, check, and require all types of tests of materials, work done, for any element, and then study the results and compare the data with the technical requirements of the contract.
i) Upon request, negotiate with the contractor on prices and variation orders and participate in analyzing the cost and time impact with the Client's representative.
j) Participate in studying the variation orders with the Client
k) Prepare monthly progress reports, indicating the progress made since the submission of the previous report and commenting on the progress to date in relation to the program and whether completion of the works are likely to be advanced or delayed. Pursuant to

Sub-Clause 3.7 of GC, the Consultants shall submit the following reports on 05th day of each consecutive calendar month as a result of detailed supervision of the project. The Reports will outline in written and graphical form the various phases and the order of performance of the works in sufficient detail so that the progress of the project can easily be evaluated.

Sr. No.	Description of Report	No. of Copies	
		Soft*	Hard**
1.	Monthly Physical and Financial Reports with commentary including but not limited to following minimum items: ▪ Comparison of actual and planned progress. ▪ Anticipated Risks, Delays, Causes of Delays, their financial implications on the project and recommendations for remedies thereof. ▪ Resources Utilization. ▪ Activity (ies) Expenses, Expenses' details and Summary thereof. ▪ Detailed item-wise (quantity and cost) comparison of PC-I, Agreement BOQ, actual achieved to date and likely to be done for completion of project. ▪ Any other relevant report may be asked by the Client at any stage if deemed necessary.	01	02
2.	Monthly Reports Pertaining to Utilization of Secured Advance Materials.	01	02
3.	Monthly Reports Pertaining to Recoveries of Advance Payments.	01	02
4	**Preliminary Design**	01	02
	Reports		
	Site Plan		
	Preliminary Architectural report		
	Drawings including 3Ds for key locations		
	Preliminary Engineering drawings		
5	**Detailed Design**	01	02
	Design Calculation & Preliminary Design Report		
	Specifications		
	Drawings (Plans & Sections,)		
	Detailed Engineering Drawings		
	(Details explaining the design)		
	Final Design Reports & Presentation to Employer		
	Tender Documents		

6	Final Tender drawings (Plans, Sections, etc.)		02
	Final Tender Documents		
	including Specifications, BOQ, etc.		
	Final Reports		
	Final Cost Estimate	01	
7	**Tender Stage**		
	Issuance of Addendum	01	02
	Tender and Recommendation		
	Reports		
8	**Acceptance of Tender and Contract**		
	Tender Drawings and	01	02
	Documents Including Specifications etc.		
9	**As Built Drawings**		
	(updated after alterations/ project completion)	01	02

*Soft copies shall be provided in the form of signed and stamped Compact Disk (CD) as well as in Project Tracking (PERT) Format in MS Project 2013 or above, or Primavera P-6.

**Hard copy shall be in self-explanatory format.

l) Promptly assist in examining and preparing recommendations on claims initiated by the contractor(s) for extensions of time, payment for extra work and other similar matters, and submit recommendations on these issues to the Client for approval.
m) Keep full records of the daily and monthly reports showing, nos. of workers, work done, quantities, weather, accidents, laboratory tests, results and material delivered machineries, survey, soil investigation, payments, Equipment etc.
n) Attend and inspect all testing and commissioning activities.
o) Handover of the facility (substantially and finally) along with Punch List.
p) Review and approval of operations and maintenance manuals prepared by the contractor.
q) Approval and submission of 'As Built' drawings.
r) Preparation and submission of Revised PC-I, if required.
s) Preparation and submission of a report on "Lessons Learned."
t) Preparation of Final Account/Bill and study claims by contractor and give recommendations as appropriate.

Stage 2: Defects Liability Period

a) Perform periodic maintenance inspection visits during the defects liability period; visits will be conducted by the different disciplines engineers.
b) To assess defects and/or construction damage(s) and warranty status on systems.
c) Prepare and submit visit reports with progress on attendance of Punch List.
d) Check and recommend the final payment certificate at the completion of project for Client's approval.
e) Recommend the Retention Money at the end of DLP for Client's approval.

f) Preparing a Final Report (PC-IV) in a format agreed upon with the Client. This will summarize all the relevant aspects of the Project implementation, and specific recommendations on routine maintenance, highlighting locations requiring special care and attention. A suitable selection from the project photographic records shall be reproduced and included in the Final Report.

Appendix B-1

COMMUNICATION PROTOCOL OF CONSULTANTS' TEAM WITH FEDERAL GOVERNMENT EMPLOYEES HOUSING AUTHORITY

Following communication minimum protocol shall be followed by the Consultant during currency of the project:

Sr. No.	Designation of Consultants' Team Member	Counterpart in F.G Employees Housing Authority	Frequency of Interaction	Method
1.	Project Manager	Project Director	Fortnightly	Meeting and briefing
2.	Chief Resident Engineer	Project Director	Weekly	-do-
3.	Resident Engineer	Project Engineer	Daily	-do-
4.	Inspector / Surveyor	Sub Engineer	Daily	Joint Survey and Verification

Appendix C
KEY PERSONNEL AND SUB-CONSULTANTS

C-1 Key Personnel

Following is the minimum staff, which is subject to change by the Client if deemed necessary. Further, junior professional and clerical staff shall also be deputed on site as per requirement of project. Consultants shall have to submit an original affidavit declaring that their proposed staff shall be available for the project.

Sr. No.	Title	Broader Job Description	Minimum Qualifications	Estimated Period of Engagement
1	Project Manager/ Team Leader	▪ Overall Project, Contract and Risk Management to ensure completion of project within time and budget. ▪ Prompt actions to avoid any anticipated delays. ▪ Management of team and allocation of team members to their assignments. ▪ Planning and tracking the project. ▪ Contract Administration. ▪ Internal and External coordination. ▪ Meeting and briefing to D.G, Housing Authority. ▪ Any other relevant assignment.	B.S Civil Engg/B.Sc. City & Regional Planning	42 Months
2	Town Planner	▪ Master Planning and revisions thereof ▪ Briefing to and meetings with stakeholders ▪ Coordination for approval from concerned authorities. ▪ Management of team and allocation of team members to their assignments. ▪ Planning and tracking the project. ▪ Coordination with resident engineer and other allied staff.	B.Sc CRP	12 Months required for review and updating the Town planning if required
3	Infra Design Engineer	▪ Preparation of preliminary, detailed and working design and drawings. ▪ To ensure compliance of works with design, drawings and specifications. ▪ Coordination for vetting of Design. ▪ Occasional sites visit to supervise the work ▪ Any other relevant assignment.	B.Sc Civil	42 Months spreading intermittently

6	Public Health Engineer	▪ Preparation of preliminary, detailed and working Public Health design and drawings. ▪ Coordination for approval from, SNGPL and other concerned authorities if required. ▪ Preparation of specifications, BOQs and cost estimates. ▪ Coordination for vetting of Design. ▪ Occasional sites visits to supervise the work ▪ Any other relevant assignment.	B. Sc. (Civil) Engineering.	12 Months spreading intermittently
7	Pavement Engineer	▪ Preparation of preliminary, detailed and working design and drawings. ▪ To ensure compliance of works with design, drawings and specifications. ▪ Coordination for vetting of Design. ▪ Occasional sites visit to supervise the work ▪ Any other relevant assignment.	B.Sc. (Civil) Engineering M.Sc. in Transportation Engineering.	12 Months spreading intermittently.
8	Geotechnical Engineer	▪ Coordination for Geotechnical Soil Investigation. ▪ Comparison of Geotechnical report with actual site strata. ▪ Providing Design information to Designers. ▪ Supervising and leading Geotechnical Investigation team.	B.Sc. (Civil) M.Sc in Geotechnical Engineering	12 Months spreading intermittently.
9	Material Engineer	▪ Classification and Gradation of Material ▪ Preparation of JMF. ▪ Concrete Mix Design etc. ▪ Selection of Base, Sub Base and Sub Grade Material. ▪ Material testing/Inspection as required ▪ Any other relevant assignment.	B.Sc in Geology.	24 Months spreading intermittently.
10	GIS Expert	▪ Detailed working of BUPs ▪ Site demarcation ▪ Analysis of GIS based data ▪ Superimposition of revenue records/musavis	B. Sc. GIS or allied field	12 Months spreading intermittently

11	Resident Engineer	▪ Active overall site supervision. ▪ To ensure compliance of works with design, drawings and specifications. ▪ To ensure compliance of Work Schedule. ▪ Scrutiny and verification of IPCs. ▪ Risk management. ▪ Preparation of estimates, analysis of rates, reports etc. ▪ Any other relevant assignment.	B.Sc. Civil Engineering	48 Months
12	Assistant Resident Engineer	▪ Active overall site supervision. ▪ To ensure compliance of works with design, drawings and specifications. ▪ To ensure compliance of Work Schedule. ▪ Scrutiny and verification of IPCs. ▪ Risk management. ▪ Preparation of estimates, analysis of rates, reports etc. ▪ Any other relevant assignment	B.Sc. Civil Engineering	36 months 2 Months during Construction phase
13	Environmental Expert	▪ Designing of waste water treatment plant. ▪ Preparation of EIA report ▪ Monitoring of Air quality. ▪ Designing of Environmental efficient water consumption ▪ Tree plantation	M. Sc. Environmental Engineer	6 Months spreading intermittently
14	Structure Engineer	▪ Preparation of preliminary, detailed and working structural design and drawings. ▪ Coordination for approval from relevant Authorities. ▪ Preparation of specifications, BOQs and cost estimates. ▪ Coordination for vetting of Design. ▪ Frequent sites visits to supervise the work. ▪ Any other relevant assignment.	M.Sc. Structural Engineering	18 Months spreading intermittently
15	Electrical Engineer	▪ Preparation of preliminary, detailed and working electrical design and drawings. ▪ Coordination for approval from WAPDA and any other agencies. ▪ Preparation of specifications, BOQs and cost estimates. ▪ Coordination for vetting of Design. ▪ Occasional sites visits to supervise the work ▪ Any other relevant assignment.	B.Sc. Electrical Engineering	12 Months spreading intermittently

16	Contracts Engineer	▪ Contract Administration. ▪ Preparation of prequalification documents. ▪ Preparation of bidding documents. ▪ Preparation of evaluation reports. ▪ Interpretation of conditions of contract. ▪ Dealing with contractors' claims. ▪ Preparation of counter claims. ▪ Preparation of replies to audit paras and settlement thereof. ▪ Any other relevant assignment.	B.Sc. Civil Engineering	18 Months spreading intermittently
17	Quantity Surveyor (02 Nos)	▪ Rough and Detailed Cost Estimation. ▪ Preparation of Analysis of Rates. ▪ Preparation of Take-off Sheets. ▪ Scrutiny of IPCs, Claims and other similar expenditures. ▪ Any other relevant assignment.	DAE Civil	36 Months spreading intermittently
18	Site Inspector (MEP) (02 Nos.)	▪ Full time Supervision of electrical works specially during fixing of steel. ▪ Preparation of progress reports ▪ Reporting/briefing to seniors. ▪ Keeping track of day to day activities. ▪ Updating seniors about any impediments in advance. ▪ Keeping track of Contractor's labour, material and equipment. ▪ Promptly reporting accidents to the seniors. ▪ Ensuring compliance with safety standards of the Contractor's labour. ▪ Maintaining Site Order Book. ▪ Any other relevant assignment.	DAE Electrical Mechanical	24 Months spreading intermittently

19	Site Inspector (Civil) (03 Nos.)	▪ Full time Supervision of electrical works specially during fixing of steel. ▪ Preparation of progress reports ▪ Reporting/briefing to seniors. ▪ Keeping track of day to day activities. ▪ Updating seniors about any impediments in advance. ▪ Keeping track of Contractor's labour, material and equipment. ▪ Promptly reporting accidents to the seniors. ▪ Ensuring compliance with safety standards of the Contractor's labour. ▪ Maintaining Site Order Book. ▪ Any other relevant assignment.	DAE Civil	48 Months
1	Surveyor (03 Nos.)	▪ Provide data relevant to the shape contour gravitation location, elevation dimension of land features near the site land evaluation, Construction etc. ▪ Prepare and maintain sketches maps reports in order to describe and certify and assumed liability for work performed ▪ Verify the accuracy of survey data	DAE Civil	48 Months

C-2 Sub Consultants

Appendix - D
BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

Not Used

Appendix - E
BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

As per SC Sub Clause 6.3.

Appendix-F

SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

During Design Phase: The Facilities shall be included in the Fees structure with the Cost Breakup

During Supervision: The Facilities shall be provided from the General Items of the Contract. Furthermore, in order to maintain the Competitiveness bidder shall provide the details along with the cost under the consultancy bid.

Appendix - G
(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 100.00 MILLION OR MORE

Contract No._____ Dated _____
Contract Value: _____
Contract Title: **HIRING OF CONSULTANCY SERVICES FOR DESINING, PROCUREMENT AND DETAILED CONSTRUCTION SUPERVISION OF INFRASTRUCTURE DEVELOPMENT WORKS OF SECTOR F-12, ISLAMABAD**

[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 time 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: **Federal Government Employees Housing Authority, Islamabad.**	Name of Seller/Supplier:
Signature: …….. [Seal]	Signature: …….. [Seal]

HIRING OF CONSULTANCY SERVICES FOR DESIGNING, PROCUREMENT AND DETAILED CONSTRUCTION SUPERVISION OF INFRASTRUCURE DEVELOPMENT WORKS OF SECTOR F-12 ISLAMABAD

TENTATIVE COST OF THE PROJECT

Total Area of Scheme	=	7,289 Kanal
Development Cost/Kanal *(Tentative for Bidding Purposes Only)*	=	Rs. 4.5 Million/ Kanal
Estimated/Tentative Cost (PKR) of Scheme	=	**Rs. 32,800 Millions.**

Note:

- Clarification regarding estimated cost of the project, consultant(s) may determine their fee by assuming Rs. 4,500,000/kanal for detailed supervision phase. The said per kanal rate is specified to reduce complications and the said assume rates shall only be used for the purpose of evaluation of proposals.
- The payment for construction supervision phase will be made as per Actual Tender Price quoted by the Contractor and accepted by the Client.
- Whereas, fee for design phase shall be quoted by the consultant(s) on lump sum basis.
- The Consultant supervision fee will be adjusted in line with the Price Adjustments paid to the Construction Contractor against the work done.