



**FAISALABAD INDUSTRIAL ESTATE  
DEVELOPMENT & MANAGEMENT  
COMPANY**

Engagement of Consultant  
for  
Feasibility Study for the Establishment of an Industrial Estate  
(Area 3,000 Acres approx.)  
near Sahianwala Interchange M-3 Motorway, Faisalabad,  
under Public Private Partnership Mode



**“Implementation of Other Development Program  
(ODP) 2016-17”**

**NOVEMBER, 2016**

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Under the Govt. of the Punjab Program  
“Implementation of Other Development Program (ODP) 2016-17”

**Contract Documents**

The following documents shall form the Contract:

- Contract Agreement
- Letter of Acceptance to the Consultant which shall be issued to the Consultant/Consulting Firm/JV whose bid/proposal has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price provided that such Consultant/Consulting Firm/JV has been determined to be qualified in Qualification Criteria.
- Punjab Procurement Rules 2014
- Joint Venture Agreement in case of JV
- Any other document as agreed between the parties

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**Qualification Criteria**

The Consultants/Consulting Firms/JVs must meet the following criteria for the responsiveness of their bids/proposals:

- Consulting firms/Consultants/JVs must have valid registration with Pakistan Engineering Council for the Year 2016.
- Consulting firms/Consultants/JVs must completed
  - At-least 05 feasibility studies and services similar to the same as envisaged in these bidding documents, within last 10 years; proof should be appended with the bids/proposals.
- Consulting firms/Consultants/JVs must have in hand at-least one similar type of services; proof of it should be given with the bids/proposals.
- Joint Venture Agreement in case of JV

The Consultants/Consulting Firms/JVs should furnish in a separate envelope the above said information.

The Bid shall be in a sealed envelope containing the following:

1. Qualification Criteria (separately sealed)
2. Financial Offer (separately sealed) together with the signed-stamped Bidding Documents

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**FINANCIAL OFFER**

Description	Lump Sum Remuneration (Pak Rupees)
Services as stipulated in the Bidding Documents	
Sales Tax on Services if Applicable ( %)	
Total Lump Sum Remuneration in Pak Rupees including Sales Tax on Services	

Total (In Words) Pak Rupees \_\_\_\_\_

\_\_\_\_\_

**For and on Behalf of Consultant/Consulting Firm/JV**

Consultant Name and Stamp: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

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## FORM OF CONTRACT

*[Use this Form of Contract when the Consultants perform Services as Sole Consultants.]*

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

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) the General Conditions of Contract;
  - (b) the Special Conditions of Contract;
  - (c) the following Appendices:
    - Appendix A : Description of the Services
    - Appendix B : Reporting Requirements
    - Appendix C : Key Personnel and Subconsultants
    - Appendix D : Breakdown of Contract Price in Foreign Currency
    - Appendix E : Breakdown of Contract Price in Local Currency
    - Appendix F : Services & Facilities to be Provided by the Client
    - Appendix G: Integrity Pact (for Services above Rs. 10 million)
- 2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
  - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of

\_\_\_\_\_

Witness

(CLIENT)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_

Witness

(CONSULTANTS)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)



## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;

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

## **1.2 Law Governing the Contract**

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

## **1.3 Language**

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

## **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorised Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorised 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 Authorised Representatives**

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

## **1.7 Taxes and Duties**

Unless specified in the SC, the Consultants, Subconsultants, 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 Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No Breach of Contract**

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

### **2.7.3 Extension of Time**

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

### **2.7.4 Payments**

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

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

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

### **2.9 Termination**

#### **2.9.1 By the Client**

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being

notified or within any further period as the Client may have subsequently approved in writing;

- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 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 Subconsultants 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 Subconsultants, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.3 Confidentiality**

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

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

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

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 Subconsultants to take out and maintain, at their (or the Subconsultants', 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 Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

### **3.7 Reporting Obligations**

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

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

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

detailed inventory thereof. The Consultants may retain a copy of such documents and software.

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

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

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

### **3.10 Accounting, Inspection and Auditing**

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

## **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Subconsultants 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, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organisations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, 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 organisation 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, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

### **5.5 Payments**

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

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

### **6.1 Lump Sum Remuneration**

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

### **6.2 Contract Price**

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the break up of remuneration to be paid, respectively, in foreign and in local currencies.

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

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

### **6.4 Period of Payment**

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

### **6.5 Delayed Payments**

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

## **6.6 Additional Services**

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of Client's instructions.

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

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

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

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

# **7. SETTLEMENT OF DISPUTES**

## **7.1 Amicable Settlement**

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

## **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made 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 Subconsultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

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

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

### III. SPECIAL CONDITIONS OF CONTRACT

#### 1.1 Definitions

- (p) "Project" means Feasibility Study for the Establishment of Industrial Estate near Sahianwala Interchange M-3 Motorway, Faisalabad, under Public Private Partnership Mode.

#### 1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E.Mail : \_\_\_\_\_

For the Consultants:

\_\_\_\_\_ (Name of Project Manager)  
\_\_\_\_\_ (Project)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E.Mail : \_\_\_\_\_

#### 1.7 Taxes and Duties

*The Consultants, Subconsultants, 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.*

*Sales Tax on Services should be separately mentioned in the Financial Offer.*

*No Claim against any Tax for whatsoever reasons shall be admissible*



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

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

In case of JV, Joint Venture Agreement must be submitted

## **2.1 Effectiveness of Contract**

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties and the amount of advance payment due upon signing of the Contract is received by the Consultants.

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

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

## **2.3 Commencement of Services**

The Consultants shall commence the Services within twenty-one (21) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

## **2.4 Expiration of Contract**

The period of completion of Services shall be 120 days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before April, 2016.

"Completion of Services" means Completion of Services as stipulated in Appendix-A

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

The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of Rs. 1,000,000/-
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

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

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

#### **5.1.1 Assistance**

As agreed mutually

#### **5.1.2 Coordination**

At the time of signing of Contract, will be mentioned.

#### **5.1.3 Approvals**

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

### **6.1 Lump Sum Remuneration**

No any cost shall be admissible except the Lump Sum Remuneration

### **6.2 Contract Price**

(a) The amount in foreign currency is NIL  
The amount in local currency is Pakistani Rupees: 100%

(b) NIL

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

#### **Schedule of Payment:**

<b>Sr. No.</b>	<b>Description</b>	<b>% age of Payment of Lump Sum Remuneration</b>
i.	On submission of inception report	10%
ii.	On submission of draft feasibility study under PPP Mode	10%
iii.	On submission of final feasibility report	10%
iv.	On submission of business and financial model	10%
v.	On submission of Risk Analysis Report	10%
vi.	On submission of EIA Report	10%
vii.	On submission of PC-1	10%

viii.	On submission of Bidding Documents	10%
ix.	On submission of Draft Concession Agreement	10%
x.	On submission of Conclusive / Consolidated Final Report	10%

#### **6.4 Period of Payment**

(a) NA

#### **6.5 Delayed Payments**

Financing charges are as under:

- (i) for foreign currency = NA percent (\_\_\_%) per annum
- (ii) for local currency = eight percent (8%) per annum.

## **IV APPENDICES**

## **Appendix A**

### **Description of the Services**

#### Terms of Reference

**FAISALABAD INDUSTRIAL ESTATE DEVELOPMENT & MANAGEMENT COMPANY (FIEDMC)** has been established by Government of the Punjab for orderly, rapid and planned industrialization of Faisalabad district. At this point in time, FIEDMC is developing nation's largest and first industrial estate along Motorway M-3 and likely to fall within China Pakistan Economic Corridor.

#### **INDUSTRIAL ESTATE WITH AN AREA OF 3,000 ACRES APPROX.**

Faisalabad Industrial Estate Development and Management Company (FIEDMC) intends to develop an Industrial Estate (Area 3,000 Acres approx.) near Sahianwala Interchange M-3 Motorway Faisalabad, under Public Private Partnership Mode under the Govt. of the Punjab Program "Implementation of Other Development Program (ODP) 2016-17" and for the same FIEDMC solicits bids from Consulting-Firms/Consultants/JVs, Registered with Pakistan Engineering Council), who have relevant expertise and experience for the subject services as per these Bidding Documents.

The project has been conceived on the following lines.

- a. A State of the Art Industrial Estate under Public Private Partnership on an area of 3,000 acres at the moment and likely to extend in near future.
- b. Funds for land, infrastructure along with utilities and construction of Industrial Units and allied facilities would be arranged under Public Private Partnership mode
- c. Environmental and social compliance would be ensured by this project.

#### **Objective:**

The main objective is to engage a Technical Consultants for carrying out the survey / feasibility study to explore various options with financials for the development of an Industrial Estate through Public Private Partnership mode.

#### **Scope of Work:**

The scope of work includes:-

- i. Conduct Feasibility Study determining commercial viability of an Industrial Estate in terms of social, environmental, financial and infrastructure requirements
- ii. Prepare project proposal for financing under Public Private Partnership Mode
- iii. Prepare PC-1 for other funding options

- iv. Recommendation for existing industries of Faisalabad in terms of Technology and Infrastructure Requirements
- v. Engineering Master Plan of proposed Industrial Estate and Allied/Ancillary requirements
- vi. Project implementation strategy
- vii. Determine impact of the project in terms of employment generation, exports and development of the Industrial Estate.
- viii. Model for financial sustainability of the project
- ix. Success stories of other countries.
- x. Risk Analysis

**Duties & Responsibilities of Consultant / Consultancy Firm:**

The duties & responsibility of consultant / consultancy firm will include but not limited to the followings:-

- i. Need assessment for the establishment of an Industrial Estate and identification of target group/stakeholders and their role for project realization
- ii. Project Master Plan and Minimum Area Required
- iii. Project Costs (Capital & Operational) and breakeven analysis
- iv. Cash Flows and Project Revenue Streams and Return on Investment
- v. Human Resource Required during Construction, Operation and Maintenance of the project
- vi. Prepare project execution activities with time lines with milestones
- vii. Impact of the project on Employment and Exports Generation
- viii. Impact of the Project on Re-location of Industry from Faisalabad Urban Areas to this Industrial Estate.
- ix. Legal framework for regulation of the Industrial Sector
- x. Financing Options under Public Private Partnership mode
- xi. Role of Government of the Punjab, FIEDMC and Target Group
- xii. Feedback from market by inviting expression of interest from prospective investors
- xiii. Impact on the society in terms of financial, economic and social manner
- xiv. Success stories
- xv. Any other relevant information
- xvi. Preparation of detailed project proposal under Public Private Partnership Mode
- xvii. To develop Key Performance Indicators (KPIs)
- xviii. To develop Disbursement Linked Indicators (DLIs).
- xix. To identify the risk associated with the project and their mitigation.
- xx. To suggest monitoring mechanism, identify department and need for capacity building
- xxi. To give presentation / briefing to Govt. of Pb, EAD, IDB and other forums.
- xxii. To prepare Social Impact Assessment including Stakeholder Consultations and Environmental Impact Assessment.
- xxiii. Prepare a Land Acquisition and Resettlement Plan

- xxiv. Any other document and analysis and tasks as required by FIEDMC and / or Government of the Punjab with respect to the Industrial Estate.
- xxv. Also as per the Schedule of Payment

## **Appendix B**

### **Reporting Requirements**

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

#### **Detail of Deliverables:**

- i. Success stories and Models of other countries
- ii. Need assessment for the establishment of the Industrial Estate and identification of target group/stakeholders and their role for project realization
- iii. Project Master Plan and Minimum Area Required
- iv. Project Costs (Capital & Operational) and breakeven analysis
- v. Cash Flows and Project Revenue Streams and Return on Investment
- vi. Human Resource Required during Construction, Operation and Maintenance of the project
- vii. Prepare project execution activities with time lines with milestones
- viii. Impact of the project on Employment and Exports Generation
- ix. Impact of the Project on Re-location of Industry from Faisalabad Urban Areas to this Industrial Estate
- x. Legal framework for regulation of the Industrial Estate.
- xi. Financing Options under Public Private Partnership mode and Financial sustainability options
- xii. Role of Government of the Punjab, FIEDMC and Target Group
- xiii. Feedback from market by inviting expression of interest from prospective investors
- xiv. Impact on the society in terms of financial, economic and social manner
- xv. Social Impact Assessment including Stakeholder Consultations and Environmental Impact Assessment.
- xvi. Land Acquisition and Resettlement Plan
- xvii. Success stories from neighboring countries
- xviii. Detailed project proposal under Public Private Partnership Mode
- xix. To develop Key Performance Indicators (KPIs)
- xx. To develop Disbursement Linked Indicators (DLIs).
- xxi. To identify the risk associated with the project and their mitigation.
- xxii. Project implementation strategy
- xxiii. PC-1 under Public Private Partnership Mode
- xxiv. Also as per the Schedule of Payment



## **Appendix C**

### **Key Personnel and Subconsultants**

List to be given by the Consultant with the bid. The Consultant shall deploy the staff as per the given list during the services and until completion of the services.

## **Appendix D**

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

NOT APPLICABLE

## Appendix E

### Breakdown of Contract Price in Local Currency

- All payments shall be in Pak Rupees.
- No payment shall be admissible except the Lump Sum Remuneration for the services as stipulated in the bidding documents
- Payment shall be made to the Consultant as per the following Schedule:

<b>Sr. No.</b>	<b>Description</b>	<b>% age of Payment of Lump Sum Remuneration</b>
i.	On submission of inception report	10%
ii.	On submission of draft feasibility study under PPP Mode	10%
iii.	On submission of final feasibility report	10%
iv.	On submission of business and financial model	10%
v.	On submission of Risk Analysis Report	10%
vi.	On submission of EIA Report	10%
vii.	On submission of PC-1	10%
viii.	On submission of Bidding Documents	10%
ix.	On submission of Draft Concession Agreement	10%
x.	On submission of Conclusive / Consolidated Final Report	10%

## **Appendix F**

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

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

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

- (a) Furnished Office 02 Rooms
- (b) Laptop DEL Core i5 02 Nos./HP Pavilion Entertainment PC
- (c) Cultux Car 01 No. with fuel max 400 liters per month or as per utilization whichever is minimum
- (b) PTCL Phone 01 No. with max. billing amount Rs. 2,000/- per month

The Consultant shall remain responsible for the care of the above facilities and shall return the same to the Client subsequent to the completion of survives.

## Appendix G

### (INTEGRITY PACT)

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

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

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

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

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

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

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

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

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

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

**LUMP SUM REMUNERATION**

**between**

\_\_\_\_\_  
**(NAME OF THE CLIENT)**

**and**

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

**for**

\_\_\_\_\_ **(BRIEF SCOPE OF SERVICES)**

**OF** \_\_\_\_\_ **(NAME OF PROJECT)**

\_\_\_\_\_  
**Month and Year**

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

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

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

## FORM OF CONTRACT

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter collectively called the "Consultants" which expression shall include its successors, legal representatives and permitted assigns).

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

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

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

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

For and on behalf of

\_\_\_\_\_

CLIENT'S NAME

Witness

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_

NAME OF THE JOINT VENTURE OF THE CONSULTANTS



\_\_\_\_\_  
Name of Member No. 1

Witness

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

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

\_\_\_\_\_  
Name of Member No. 2

Witness

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

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

\_\_\_\_\_  
Name of Member No. 3

Witness

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

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