



# **PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY**

## **REQUEST FOR PROPOSAL**

**for**

**ARCHITECTURAL AND ENGINEERING SERVICES IN  
THE CONTEXT OF ESTABLISHMENT OF GRAND  
BAZAAR / SOUQ IN TRADITIONAL CONTEMPORARY  
STYLE**

**(AUGUST 2023)**



Ref No. \_\_\_\_\_

Date: \_\_\_\_\_

To,

Correspondent Address:

\_\_\_\_\_

## LETTER OF INVITATION

Dear Mr./Ms.,

1. The Punjab Central Business District Development Authority (PCBDDA) invites technical and financial proposals to provide Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style. Details on the services are provided in the Terms of Reference.
2. The Consultant will be selected under the **Quality & Cost Based Selection (QCBS)** method and procedures described in this RFP, in accordance with PCBDDA's Procurement Rules 2021.
3. The RFP includes the following additional documents:
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 – Draft Conditions of Contract
4. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit may be given in the relevant section of the evaluation.
5. Bidders should submit their five most relevant assignments for technical evaluation using the prescribed format along with evidence from the Client that assignment had successfully been completed by the firm. Assignments submitted beyond the given number will not be considered.
6. In case of joint venture, similar assignment of each firm will be evaluated with the ratio of personnel/expert provided by each firm.
7. CVs of key personnel to be working on this assignment duly signed by the relevant expert should be provided according to the list given in the Data sheet with the certification that he/she would be available for the assignment if the firm is selected. The key personnel should also provide detail of 5 relevant projects done by the individual in the past 15



years. Expert should have at least one degree in relevant field. In case of less or irrelevant qualification, no mark shall be given.

8. Pre-proposal conference /meeting is scheduled to be held on August 31, 2023 at 14:00 PST in the office of Punjab Central Business District Development Authority. You are requested to attend the meeting. Any further queries must reach before, August 31, 2023 at 14:00 PST.
9. Technical and financial proposals should be submitted in Separate Sealed envelopes not later than September 06, 2023 at 11:00 PST and will be opened on the same date at 12:00 PST. You are requested to ensure your presence at the time of opening of bid.

This information should be sent to the following address:

**Name:** Muhammad Jawad Ahmed  
**Designation:** Director Procurement  
**Address:** Punjab Central Business District Development Authority,  
CBD Complex, Ex Walton Airport, Lt. Navy, Yasir Shaheed Road, Lahore.  
**Email:** procurement@cbdpunjab.gov.pk  
**Ph.:** +92-42-99058100

Yours sincerely,

Director Procurement  
Punjab Central Business District Development Authority (PCBDDA)

## Section 2: Instructions to Consultants

### Definitions

- (a) “Assignment” means the Consultancy Services for **“Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style”**
- (b) “Client” means the ‘Punjab Central Business District Development Authority, Government of the Punjab’.
- (c) “Consultant Selection Committee” means the committee formed by the Client for the selection of Consultant for this Assignment as per PCBDDA’s Procurement Regulations 2021.
- (d) “Consultant” means any firm/consortium/joint venture that may provide the Services to the Client under the Contract.
- (e) “Contract” means the Contract included in this RFP as Section 6, when signed between the Parties, alongwith all attached documents.
- (f) “Data Sheet” means such part of the ‘Instructions to Consultants’ used to reflect specific conditions.
- (g) “Day” means calendar day.
- (h) “Government” means the Government of the Punjab and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.
- (i) “Instructions to Consultants” means the document, which provides Consultants with information needed to prepare their Proposals.
- (j) “LOI” means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the Firms.
- (k) “Personnel” means professionals and support staff provided by the Consultants or by any sub-consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

- (l) “Proposal” means the Technical Proposal and the Financial Proposal
- (m) “RFP” means the Request for Proposal to be prepared by the Client for the selection of Consultant.
- (n) “Services” means the Assignment to be performed by the Consultant pursuant to the Contract.
- (o) Regulations means the Punjab Central Business District Development Authority Procurement Regulations (Amended) 2021.
- (p) “Sub-Consultant” means any person or entity with whom the Consultant sub-contracts any part of the Services with the consent of the Client.
- (q) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, responsibilities of the Consultant, and expected results and deliverables of the Assignment.

### 1. Introduction

- 1.1 The Client shall select the Consultant in accordance with the method “**Quality and Cost Based Selection**”.
- 1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal for Services required for the Assignment. The proposals should be in separately marked and sealed envelopes. The Proposal will be the basis for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with Assignment conditions and take them into account while preparing their Proposals. To obtain first-hand information on the Assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference at the time, date and location specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure the representative is informed well-ahead of time in case they wish to visit the Client.
- 1.4 The Client will assist the Consultants in making available relevant project data and reports.

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

- 1.5 Consultants shall bear all costs associated with the preparation and submission of their Proposals and finalization of Contract. The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- Conflict of Interest**
- 1.6 Punjab Central Business District Development Authority requires that Consultants provides professional, objective, and impartial advice and at all times, hold the Client's interest paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.
- 1.6.1 Without limitation on the generality of the foregoing, Firms, and any of their affiliates/employees, associates, agents, sub-consultant, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- Conflicting activities**
- (i) A Consultant, and any of its affiliates, that has been engaged by the Client to provide goods, works or services other than consulting services for a project, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the Consultant's consulting services for such preparation or implementation.
- Conflicting assignments**
- (ii) A Consultant (including its Personnel and sub-consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Client.
- Conflicting relationships**
- (iii) A Consultants (including its Personnel and sub-consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the contract, may not be awarded a

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Lahore Central Business District Development Authority throughout the selection process and the execution of the contract

- 1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 1.6.3 No agency or current employees of the Client shall work as Consultant under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultants nominate any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultants as part of his technical proposal.
- 1.6.4 If an interested Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all interested Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants

### **Fraud and Corruption**

- 1.7 The Punjab Central Business District Development Authority requires the Consultants participating in this Assignment to adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. The Consultant directly or indirectly must be involved in or has committed corrupt, fraudulent, collusive, coercive or obstructive practices;

## Request for Proposal

### Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

For the purpose of this paragraph, the relevant terms are set forth below:

- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in execution of a contract;
  - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
  - (iii) “collusive practices” means a scheme or arrangement between two or more Consultants with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
  - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
  - (v) “Obstructive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process
- (b) The Client will reject a Proposal for award if it determines that the Consultants recommended for award has, directly or through an agent, engaged in



## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

corrupt, fraudulent, collusive or coercive practices in competing for the Contract;

- (c) The Client will sanction a Consultant including declaring the Consultants ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Punjab contract if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Punjab contract; and
- (d) The Client will have the right to require Consultant to permit the PCBDDA to inspect their accounts and records and other documents relating to the submission of proposals and contract performance, and have them audited by auditors appointed by the PCBDDA.

1.8 Consultants, their sub-consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Punjab in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.

### **Only one Proposal**

1.9 Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, such Proposals shall be disqualified.

### **Proposal Validity**

1.10 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the Proposal. The Client will make its best effort to complete award of Contract within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their Proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for Contract award. Consultants who

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

do not agree have the right to refuse to extend the validity of their Proposals.

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|--|------|--|
| <b>Eligibility of Sub-Consultants</b>                  | 1.11 | If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture / Consortium or as a Sub-Consultants, it may do so with either (a) non-shortlisted Consultant(s) (who have not submitted their documents earlier), or (b) shortlisted Consultants if permitted by the Client in the Data Sheet. In all such cases as shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted Consultants in the form of a joint venture / consortium or a sub-consultancy, the shortlisted Consultant shall be the lead member. If shortlisted Consultants associate with each other, any of them can be a lead member. |
| <b>2. Clarification and Amendment of RFP Documents</b> | 2.1  | Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.  |
|  | 2.2  | At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing through newspaper (two national dailies) or by standard electronic means on PCBDDA website. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.   |
| <b>3. Preparation of Proposals</b>                     | 3.1  | The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in English.  |

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

When any procurement is required to be made from any state outside Pakistan, the language of that state may also be used in addition to English but the original documentation for purposes of record, even in that case, shall be in English and the translation in such other language may be used for any other purpose.

In case of conflict, the original documentation on record shall prevail.

3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

(a) If a Consultant considers that it may enhance its expertise for the Assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with short listed/ non-shortlisted Consultant (s). In case of association with non-shortlisted Consultant(s), the Consultants shall act as association leader. Any associations must be clearly indicated in the Technical Proposal. In case of a joint venture / consortium, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture / consortium.

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

### **Technical Proposal Format and Content**

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

(a) A general description of the Consultant, proof of valid legal registration/incorporation of the Consultant, proof of Certificate of Registration with Income Tax & Sales Tax under Punjab Revenue Authority,

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

Declaration of no Litigation and Blacklisting, are required in Application Forms of Section 2;

- (b) A proof of Financial Soundness of the Consultant indicating Financial Capacity of the Consultant required in Application Forms of Section 2;
- (c) A brief description of the Consultants' organization and an outline of recent experience of the Consultants (each partner in case of joint venture / consortium) on assignments of a similar nature are required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of sub-consultants/ professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement (both technical and financial). Information should be provided only for those assignments for which the Consultant was legally engaged by the Client as a Consultant or as one of the major Consultants within a joint venture / consortium. Assignments completed by individual professional staff working privately or through other consulting Consultants cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience, if so, requested by the Client
- (d) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment; and facilities such as administrative support, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
- (e) A description of the approach, methodology and work plan for performing the Assignment, covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

of Section 3), which shall show in the form of a bar chart the timing proposed for each activity.

- (f) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (g) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (h) CVs of the Professional staff signed by the staff themselves (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers (if local) or Passport numbers (if foreign).
- (i) A detailed description of the proposed methodology and staffing for training for coordination between client and the qualifier's team.

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

### **Financial Proposals**

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. These costs should be broken down by activity and, if appropriate, into foreign and local expenditures.

All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. The Consultant shall provide the Client with breakdown of remuneration rates as detailed in Form FIN-6 of Section 4.

### **Taxes**

3.7 The Consultant shall be subject to all applicable taxes (such as: value added or sales tax or income taxes on non-resident Foreign Personnel, duties, fees, levies etc.) on

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

amounts payable by the Client under the Contract. The Client may pay taxes on behalf of Consultant.

3.8 Consultants shall express the price of their services in Pakistani Rupees.

### **4. Bid Security**

4.1 Each bidder shall furnish, as part of his bid, a Bid Security Rs.0.5 Million in the form of CDR along with Technical Proposal.

4.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the PA as non-responsive bid.

4.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

4.4 The Bid Security of the successful bidder will be returned when the bidder furnished the required Performance Security in favor of PA and entered into Agreement with Client.

4.5 The Bid Security may be forfeited:

a. if a bidder withdraws his bid during the period of bid validity specified in the Data Sheet; or

b. if a bidder does not accept the correction of his Bid Price

c. in the case of a successful bidder, if he fails to:

i. furnish the required Performance Guarantee in accordance with RFP, or

ii. sign the Contract Agreement, in accordance with RFP

iii. If it is established, beyond any reasonable doubt, that Consultant has exploited the selection process by any means or divulged confidential information acquired during the selection process.

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

5.1 The original proposal (Technical Proposal and Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.

- 5.2 An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 5.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original shall prevail.
- 5.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE**". The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 5.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2.

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

Any proposal received by the Client after the deadline for submission shall be returned unopened.

- 5.6 The Client shall open the Technical Proposal immediately after the deadline for their submission, but not earlier than 30 minutes time limit. The envelopes with the Financial Proposal shall remain sealed and securely stored.
- 6. Proposal Evaluation**
- 6.1 From the time the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.
- The Consultant Selection Committee, while evaluating Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.
- Evaluation of Technical Proposals**
- 6.2 The Consultant Selection Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- Public Opening and Evaluation of Financial Proposals**
- 6.3 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted Proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals shall be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Consultants sufficient time to make arrangements for attending the opening.



## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

- 6.4 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 6.5 The Consultant Selection Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.
- 6.6 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined Technical (St) and Financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The Consultant achieving the highest combined technical and financial score will be invited for negotiation.
- 7. Negotiations**
- 7.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Consultant being disqualified on the grounds of wilful misrepresentation, and the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- Technical Negotiations**
- 7.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

### **Financial Negotiations**

7.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to determine the tax amount to be paid by the Consultant under the Agreement. The financial negotiations will reflect the agreed technical modifications in the cost of the services. Financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget.

### **Availability of Professional staff/experts**

7.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before Contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during Contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

### **Conclusion of the negotiations**

7.5 Negotiations will conclude with a review of the draft Agreement to correct any computational or typographical errors. To complete negotiations the Client and the Consultant will initial the agreed Agreement. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

- |                             |     |   |
|-----------------------------|-----|---|
| <b>8. Award of Contract</b> | 8.1 | After completing negotiations, the Client shall award the Contract to the selected Consultant and publish details on the Punjab Central Business District Development Authority website and promptly notify all Consultants who have submitted proposals. After Agreement signature, the Client shall return the unopened Financial Proposals to Consultants that were disqualified or failed to achieve the minimum technical score.   |
|                             | 8.2 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.  |
| <b>9. Confidentiality</b>   | 9.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the RFP relating to fraud and corruption. |

Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

**Data Sheet**

Paragraph Reference	
1.1	Name of the Client: <b><u>Punjab Central Business District Development Authority (PCBDDA), Government of Punjab</u></b>  Method of selection: <b><u>Quality and Cost Based Selection (QCBS)</u></b>
1.2	Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b>  Name of the Assignment is: <b><u>Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style</u></b>
1.3	A pre-proposal conference will be held: <b>Yes</b>  On the August 31, 2023 at 02:00 pm PST in the Conference Room, Punjab Central Business District Development Authority.  The Employer's representative is:  <b>Muhammad Jawad Ahmed</b> <b>Punjab Central Business District Development Authority (PCBDDA), Government of Punjab</b> <b>Phone: +92-42-99058100</b> <b>E-mail: procurement@cbdpunjab.gov.pk</b>
1.4	The Employer will provide facilitation in meeting with the relevant Government Departments and make available relevant project data and reports.
1.10	Proposals must remain valid for <b>90 days</b> after the submission date.
2.1	Clarifications may be requested from the Employer's representative not later than seven (07) days prior to the submission deadline.

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

	The Employer's representative address for requesting Clarification is: <b>Director Procurement,</b> <b>Punjab Central Business District Development Authority, Lahore</b> <b>Phone: +92-42-99058100</b> <b>E-mail: procurement@cbdpunjab.gov.pk</b>
3.3 (a)	In case of joint venture / consortium similar assignment of each Consultant will be evaluated with the ratio of personnel/expert provided by each Consultant Shortlisted Consultants may associate with other shortlisted Consultants: <b>Yes</b>
3.4 (a)	The format of the Technical Proposal is Full Technical Proposal. Submission of Technical Proposal in wrong format may lead to the Proposal being deemed non-responsive to the RFP Requirements.
3.4 (f)	Unsigned CVs can be rejected. Name of project should be mentioned on top of CVs, indicating that the CV has been submitted by the person for this project and he will be available, if the project is awarded to the Consultant. Contact number of persons should be mentioned in CV. Client reserves the right to interview key persons during or after evaluation process.
3.6	Applicable Reimbursable expenses in local currency:  1. Cost of necessary travel, including transportation of the Personnel by the private vehicle, bus or economy class by air and the most direct practicable route;  2. Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services (if any);
3.7	Amounts payable by the Employer to the Consultant under the Contract to be subject to local taxation. The Client will pay such taxes on behalf of the Consultant: <b>Yes</b>
3.8	The Consultants shall quote the bid price in Pakistani Rupees only.
5.3	Consultant must submit the <b>Original and 1 Copy</b> of the Technical Proposal, and the <b>Original</b> of the Financial Proposal in separate sealed envelopes, both enclosed in one common envelope.
5.5	The Proposal submission address is:

Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

	<p><b>Director Procurement , Punjab Central Business District Development Authority, Lahore</b> <b>Phone: +92-42-99058100</b> Proposals must be submitted no later than the following date and time: <b>September 6, 2023 at 11:00 PST</b></p>
6.2	<p><b>(i) Eligibility Criteria:</b> The Consultant (Consultant/ Joint Venture / Consortium) fulfilling the following basic eligibility criteria shall only be considered for further evaluation. (relevant documents to be attached). Registration with local or international body QMS ISO or Equivalent Certification (9001) Organizational Structure Lead member of a JV / Consortium shall be an International Consultant who shall be required to meet the financial criteria provided in Section 3 in order for the JV to prequalify. However, technical criteria may be met individually by any of the members, or collectively as a JV / Consortium.</p> <p><b><u>Company Profile:</u></b> <span style="float: right;"><b>[100]</b></span></p> <p>(5) Numbers of completed assignments of similar nature (as provided in TORs) in terms of area in last 10 years. <span style="float: right;"><b>[30]</b></span> (Each assignment carries equal marks)</p> <p>At least One Completed assignment of similar nature with LEED or equivalent certification. <span style="float: right;"><b>[10]</b></span></p> <p>At least 05 established international office locations in different countries with at least 15 Nos. graduate level Architectural &amp; Engineering staff. <span style="float: right;"><b>[10]</b></span></p> <p>(2) Numbers of assignments of similar nature in Hand (as provided in TORs) in terms of area. <span style="float: right;"><b>[30]</b></span> (Each assignment carries equal marks)</p> <p><b><u>Note:</u></b> Similarity nature of each assignment will be graded as strong, medium and weak. Accordingly, weightage of 1.0, 0.65 and 0.3 will be given. Regarding number of similar assignments, 5 or more similar assignments will have weightage of 1, 4 similar assignments will have weightage of 0.65 and three to one similar assignments will have a</p>

Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

	<p>weightage of 0.3.</p> <p>Baseline Value of Assignment= PKR 400 Million (to be calculated @ USD 1= PKR 296)</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Value of above 95% or more</td> <td style="text-align: right;">weightage 1</td> </tr> <tr> <td>Value of above 80%-95%</td> <td style="text-align: right;">weightage 0.65</td> </tr> <tr> <td>Value of above 70%-79%</td> <td style="text-align: right;">weightage 0.3</td> </tr> <tr> <td>Less than 70%</td> <td style="text-align: right;">zero marks</td> </tr> </table> <p>I. Average Annual Turnover for 03 out of last 04 financial years more than Rs. 500 million <span style="float: right;"><b>[20]</b></span></p> <p style="margin-left: 40px;">Less than Rs. 400 million <span style="float: right;"><b>No marks</b></span></p> <p style="margin-left: 40px;">Values in between shall be pro-rated</p> <p>For Annual Turnover, audited financial statements for 03 out of last 04 financial years shall be submitted. No marks shall be given if said audited financial statements are not attached.</p> <p style="text-align: right;"><b>Total = (A1)</b></p>	Value of above 95% or more	weightage 1	Value of above 80%-95%	weightage 0.65	Value of above 70%-79%	weightage 0.3	Less than 70%	zero marks
Value of above 95% or more	weightage 1								
Value of above 80%-95%	weightage 0.65								
Value of above 70%-79%	weightage 0.3								
Less than 70%	zero marks								

<b>(ii) Project Team:</b>				<b>[100]</b>
<b>Sr. No.</b>	<b>Description</b>	<b>Education &amp; Experience</b>	<b>Marks Assigned</b>	
1.	Lead Architect. (International)	M.Arch. with 20 years' experience  (at least 15 years similar experience)	14	
2.	Senior Architect (expertise in commercial projects) (International)	B.Arch / M.Arch with 18 years' experience (at least 10 years similar experience)	12	
3.	Architect (Sustainable). (International)	B.Arch. with LEED/BREEAM certification 10 years' experience (at least 05 years similar experience)	10	

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

4.	Senior Architect (Interior) (International)	B.Arch / M.A with 18 years' experience (at least 10 years similar experience)	10
5.	Senior Architect (Landscape) (International)	B.Arch / M.Arch with 18 years' experience (at least 10 years similar experience)	10
6.	Senior Engineer (Structure) (International)	M.Sc with 18 years' experience (at least 15 years similar experience)	10
7.	Engineer (Structure). (Local)	BSc with 12 years' experience (at least 05 years similar experience)	04
8.	Junior Engineer (Structure). (Local)	BSc with 05 years' experience (at least 02 years similar experience)	02
9.	Senior Engineer (MEP). (International)	MSc with 18 years' experience (at least 15 years similar experience)	10
10.	Engineer (MEP). (Local)	BSc with 12 years' experience (at least 05 years similar experience)	04
11.	Junior Engineer (MEP). (Local)	BSc with at least 05 years' experience (at least 02 years similar experience)	02
12.	3D Visualiser (mainly for Architectural Renditions)	Relevant qualification with at least 10 years' experience	04
13.	QA/QC	Relevant qualification with at least 10 years' experience	04
14.	Financial Expert	MBA Finance, CA / ACCA or equivalent with at least 15 years' experience	04

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

- |                                 |      |
|---------------------------------|------|
| 1) Education and qualifications | [35] |
| 2) Relevant background          | [60] |
| 3) Time with firm               | [05] |



## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

**Total score: 100 (A2)**

**For education and qualification**, at least one degree should be in relevant field. Certificate against highest degree must be provided with CV. In case of less or irrelevant qualification, no marks shall be given. 80% marks shall be education and 20% marks shall be for relevant registration / certification. Supporting documents of registration/certificate must be provided with CV.

**Relevant background** of each individual shall be evaluated on following Factors:

- Number of similar assignments in last 15 years 20 %
- Value of largest similar assignment in last 15 years 15 %
- Role in similar assignments 35 %
- Time spent on similar assignments (in past 5 years) 30 %

Marks for number of similar assignments shall be prorated (full marks for 5 relevant assignments and zero for no similar assignment). Regarding value of largest similar assignment, value of 80% or more will have weightage of 1, value of 50%-80% will have weightage of 0.65 and value less than 50% will have weightage of 0.3. Regarding role in similar assignments, in case of two or more assignments, Similar role will have weightage of 1, Support role to similar assignment will have weightage of 0.65 and slightly similar role will have a weightage of 0.3. In case of one assignment, Similar role will have weightage of 0.65, Support role to similar assignment will have weightage of 0.4225 and slightly similar role will have a weightage of 0.195. For marking of time spent in similar assignments, time spent by individual on similar projects in man-months will be compared with the total number of possible man-months in the past 5 years i.e. 60 months.

Information about background of each individual must be provided in tabular form according to the above-mentioned criteria.

**Regarding Time with Firm**, if an individual has been working with the bidding firm for 36 or more months, he/she shall be given 5 marks. No marks shall be given for time less than 12 months. The marks for period between 12 months and 36 months shall be calculated on pro rata basis.

<b>(iii) Approach &amp; Methodology:</b>	<b>[100]</b>
a) Understanding of this assignment	[30]
b) Methodology & Work Plan with resource deployment	[50]
c) Presentation on approach and methodology	[20]

**Total score: 100 (A3)**

Contents of approach and methodology shall be graded as excellent (100%), Good (65%), Average / below average (30%) and absent (0).

$$\text{Technical Score}^* = \frac{A_1[20]}{100} + \frac{A_2[50]}{100} + \frac{A_3[30]}{100}$$

## Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

**NOTE: (Minimum 50% marks in each section and 70% marks overall is required to qualify)**

5.6	<p>The formula for determining the financial marks is the following: <math>S_f = 100 \times F_m / F</math>, Where, <math>S_f</math> is the financial marks, '<math>F_m</math>' is the lowest price and '<math>F</math>' the price of the proposal under consideration.</p> <p>The score given to the Technical and Financial Proposals are: Technical Score (T) = 80% x <math>S_t</math>, and Financial Score (P) = 20% x <math>S_f</math> Grand Total (GT) = T + P</p> <p><b>The Consultant achieving the highest combined technical and financial score (GT) will be awarded the Contract.</b></p>
6.1	Expected date for Negotiations: Second week of September 2023 in Committee Room, PCBDDA Office, Lahore
7.2	Expected date for commencement of consulting services: End September, 2023 at Lahore

Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

**Application Form A-1**

**General Information Form**

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*Applicant (or each Member of a Joint Venture) applying for consultancy services is required to complete the information in this form. Nationality information is also to be provided for foreign owners or Consultants who are forming part of the Joint Venture/Consortium as required under the PEC Bye-Laws for Joint Venture / Consortium.*

1.	Name of Consultant	
2.	Head Office Address	
3.	Telephone	
4.	Fax	
5.	Type of Organization	
6.	Place of Incorporation/Registration	Year of incorporation/registration
7.	PEC No (in case of foreign consultant, provide registration number from concerned department alongwith copy of registration certificate):	Validity:
8.	NTN#	
9.	Name, Designation and Mobile Number of Consultant's Representative	
10	Other Offices	

**Detail of Owners / Directors**

<b>Sr. No.</b>	<b>Name</b>	<b>Designation</b>	<b>Nationality</b>

Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

**Application Form A-2**

**Joint Venture / Consortium Summary**

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**Joint Venture / Consortium Summary**

<b>Names of all Members of a Joint Venture / Consortium</b>
1. Lead Member
2. Member
3. Member
4. Member
5. Member
6. Member

Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

**Application Form A-3**

**Joint Venture / Consortium Agreement (Applicable to Joint Venture / Consortium Only)**

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(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,000)

To: \_\_\_\_\_

[Name and address of the Leading Member Consultant] who for the purpose of this Agreement shall hereinafter called "Lead Member" [Name and address of the Member Consultant] who for the purpose of this Agreement shall hereinafter called "Member". They hereby declare:

1. That they will legalize a Joint Venture / Consortium in case that a Contract for the Consultancy Services of \_\_\_\_\_ is awarded to their group.
2. That they have nominated \_\_\_\_\_ (name of the Lead member) as the Lead Member of the Joint Venture / Consortium.
3. That they authorized Mr. /Ms. \_\_\_\_\_ (name of the person who is authorized to act as the Representative on behalf of the Joint Venture / Consortium) CNIC # / Passport No. \_\_\_\_\_ to act as the JV's Representative in the name and on the behalf of their Joint Venture / Consortium.
4. That all members of the Joint Venture / Consortium shall be liable jointly and severally for the execution of the Contract.
5. That this Joint Venture / Consortium is constituted for the purpose of the execution under this Contract.
6. That if the Client accepts the Bid of this Joint Venture / Consortium it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer.
7. That each member's share of the Work, stated as percentage of the total contract amount, shall be as follows.

1. Signed for and on behalf of

[Name of the Lead Member]

Signature \_\_\_\_\_

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)

Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

2. Signed for and on behalf of

[Name of the Member]

Signature \_\_\_\_\_

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)

3. Signed for and on behalf of

[Name of the Member]

Signature \_\_\_\_\_

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

Designation: \_\_\_\_\_

Date: \_\_\_\_\_

(Seal)

Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

**Application Form A-4**

**Power of Attorney for Lead Member of Joint Venture / Consortium**

---

*[To be printed on a PKR 100 stamp paper]*

Whereas the Punjab Central Business District Development Authority (PCBDDA) has invited Application for

\_\_\_\_\_.

Whereas, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (collectively the “**Joint Venture / Consortium**” and individually as the “**Member**”) being members of the Joint Venture are interested in Providing Consultancy services in accordance with the terms and conditions of the Request for Proposal and:

Whereas, it is necessary for the JV to designate one of the JV / Consortium Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV / Consortium, all acts, deeds and things as may be necessary in connection with the JV’s / Consortium’s Proposal for the Project and its execution.

**NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS**

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s

\_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Member of the Joint Venture / Consortium, as the Lead Member and true and lawful attorney of the Joint Venture / Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us in the event the Joint Venture / Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Joint Venture / Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV / Consortium in all its dealings with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney

Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

in exercise of the powers her conferred shall and shall always be deemed to have been done by us/JV / Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

For: \_\_\_\_\_

(Signature) \_\_\_\_\_

(Name, Title and Address) \_\_\_\_\_

For: \_\_\_\_\_

(Signature) \_\_\_\_\_

(Name, Title and Address) \_\_\_\_\_

Witnesses:

- 1.
- 2.

(Executants (To be executed by all the Members of the Joint Venture / Consortium) Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued



Request for Proposal

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style.

**Application Form A-5**

**Affidavit For Correctness Of Information**

---

*(To be printed on PKR 100 Stamp Paper)*

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

*(Applicant or member of Joint Venture / Consortium)*

I, the undersigned, do hereby certify that all the statements made in the Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Client if the Client, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Whereas the Punjab Central Business District Development Authority (PCBDDA) deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the PCBDDA

PCBDDA undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the  
firm*

Title of Officer

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

Date

**Litigation History for the Last 10 years**

**Name:** *(Applicant or Member of Joint Venture / Consortium)*

Description of Contract	Year	Name of Client, Cause of litigation and matter in dispute	Disputed amount (Current value in PKR or US\$ equivalent)	Award FOR Or AGAINST Applicant	Remarks by Applicant

**Attach Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.**

**Financial Capability**

*Consultant (Lead Member of a Joint Venture / Consortium, in case of JV / Consortium) will provide financial information to demonstrate that the Lead Member meets the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. **A copy of the audited financial statements of the past three (3) financial years must be attached.***

Consultants shall provide evidence of foreign currency exchange rate for each year.

Year	Annual Turnover (of three years)		Reference
	Currency (PKR)	Foreign Currency (if applicable)	

Year	Net Profit		Avg. Net Profit of three years	%age Net Profit of three years	Reference
	Currency (PKR)	Foreign Currency (if applicable)			

\

**Summary of Similar Nature Projects Completed in Last Fifteen (15) Years**

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Name of Applicant or Member of a Joint Venture / Consortium
---

*Each Member of a Joint Venture / Consortium is required to complete the information in this form.*

*Use a separate sheet for each Member of a Joint Venture.*

Sr. No.	Location	Population	Area (km <sup>2</sup> )	Start Date	Completion Date	Value of Assignment	Role
1.							
2.							
3.							
4.							
5.							

*\*Each project provided in this form requires a corresponding **Form A-9** and adequate documentary evidence in order to be eligible for consideration*

**Detail of Similar Nature Project Completed in Last fifteen (15) Years**

---

Name of Applicant or Member of a Joint Venture / Consortium
---

*A separate form with adequate documentary evidence (**Completion Certificate/ Contract Agreement indicating Consultancy Cost**) shall be provided for each project in **Form A-8**.*

1.	Name of Contract
	Location
2.	Name of Employer
3.	Employer Address
4.	Nature of Works and special features of the consultancy Assignment..
5.	Contract Role (Tick One) (a) Sole Consultant    (b) Sub- Consultant                      (c) Member in a JV
6.	Total Project Cost PKR_____                      USD_____
7.	Value of the total Consultancy contract PKR.....                      USD.....
8.	Date of Award
9.	Date of Completion
10.	Name of senior professional staff of your firm involved and functions performed in this project (indicate most significant profiles such as Project Director/Coordinator, Team Leader):

Summary of Similar Nature Project in-Hand

Name of Applicant or Member of a Joint Venture / Consortium
---

*Each Member of a Joint Venture / Consortium applying is required to complete the information in this form.*

*Use a separate sheet for each Member of a Joint Venture.*

Sr. No.	Location	Population	Area (SFT)	Area (m <sup>2</sup> )	Start Date	Completion Date	Value of Assignment	Role
1.								
2.								
3.								
4.								
5.								

*\*Each project provided in this form requires a corresponding **Form A-11** and adequate documentary evidence in order to be eligible for consideration*

### Detail of Similar Nature Project in-Hand

Name of Applicant or Member of a Joint Venture / Consortium

*A separate form with adequate documentary evidence (**Letter of Award/ Agreement indicating Consultancy Cost**) shall be provided for each project in **Form A-10**.*

1.	Name of Contract
	Location
2.	Name of Employer
3.	Employer Address
4.	Nature of Works and special features of the consultancy Assignment
5.	Contract Role (Tick One) (a) Sole Consultant      (b) Sub- Consultant                      (c) Member in a JV
6.	Total Project Cost PKR _____                      USD _____
7.	Value of the total contract PKR.....                      USD.....
8.	Date of Award
9.	Planned Date of Completion

**Staff Details**

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



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

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

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

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

---

*Location:* \_\_\_\_\_ *Date* \_\_\_\_\_

To:

-----  
-----  
-----

Dear Sir,

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

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

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

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

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

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

We remain,

Yours sincerely,

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

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

Name of Consultant: \_\_\_\_\_

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

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

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

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

1. Firm Background:
2. Chief Executive Officer:
3. Board of Directors / Partners.
4. Departmental Structure of the Firm
5. Organogram

#### **A-I**

1. Whether your Firm is ISO Certified? If so provide a copy of ISO Certification.
2. Firms Quality Management System. How does your firm maintain quality at every step of consultancy assignment? Provide your firm's quality management mechanism in descriptive form.

## B-Index of Firm Experience (Relevant)

Name of Consortium Members: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

All costs shall be in Pakistani Rupees (in Millions)

Relevant <sup>1</sup>										
S. No	Name of Project	Name of JV under taken under the Project	Location (Country/Province/Division)	Project Completion letter of Client at	Name of Client & Project Description	Implementation		Total Cost of Project	Cost of Consultancy Services Provided	Actual Portion of Services Provided by the JV member
						Start	Completion			
1										
2										
3										
4										
5										

1. Maximum number of (5) most relevant assignments to be submitted
2. Project/Assignment provided must be supported with the completion certificate issued by the procuring agency/executing agency of that particular project.
3. Project satisfactory and successfully completed letter enclosed at page No. \_\_\_\_\_

## C - Consultant's Experience

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

Assignment name:	Cost of the Project
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	1- Total Value of the Consultancy Agreement. 2- Value of consultancy services provided by your firm under the agreement (in current PKR or US\$):
Name of associated Consultants, if any:	1- Nº of professional staff-months provided by associated Consultants: 2- Describe role of your firm as technical or environmental or financial or legal or combination.
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	

--

Narrative description of Project:
Description of actual services provided by your staff within the assignment <input type="checkbox"/> Technical <input type="checkbox"/> Environmental <input type="checkbox"/> Financial <input type="checkbox"/> Legal -Describe Scope of each role in detail
1. Firms Name: ..... 2. Certificate by the Client / Employer that the work was successfully completed by the consultant. Specifying project completeness- (upto approval of project proposal or upto sign of concession agreement or till financial close)

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

**A - On the Terms of Reference**

---

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

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

*[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*



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

---

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

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

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

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

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

**FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS**

---

**Index of Core Team and Key Personnel**

<b>Sr. No.</b>	<b>Name</b>	<b>CNIC / Passport No.</b>	<b>Qualification</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Total Experience in Years</b>	<b>Position Proposed</b>	<b>Task Assigned</b>

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

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

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

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

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

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

6. **Education :**

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

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

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

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

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment*]

(see format here below): dates of employment, name of employing organization, positions held.]:

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

**11. Detailed Tasks Assigned**

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

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

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

**1) Name of assignment or project & Location: \_\_\_\_\_ Assignment Cost \_\_\_\_\_**

Date of Start \_\_\_\_\_ Date of Completion \_\_\_\_\_

Actual Time Spent on the Project: \_\_\_\_\_ in months.

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

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

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

Activities performed: \_\_\_\_\_

**2) Name of assignment or project & Location: \_\_\_\_\_ Assignment Cost \_\_\_\_\_**

Date of Start \_\_\_\_\_ Date of Completion \_\_\_\_\_

Actual Time Spent on the Project: \_\_\_\_\_ in months.

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

Main project features: \_\_\_\_\_  
Positions held: \_\_\_\_\_  
Activities performed: \_\_\_\_\_

**3) Name of assignment or project & Location:** \_\_\_\_\_ **Assignment Cost** \_\_\_\_\_  
Date of Start \_\_\_\_\_ Date of Completion \_\_\_\_\_  
Actual Time Spent on the Project: \_\_\_\_\_ in months.  
Client: \_\_\_\_\_  
Main project features: \_\_\_\_\_  
Positions held: \_\_\_\_\_  
Activities performed: \_\_\_\_\_

**4) Name of assignment or project & Location:** \_\_\_\_\_ **Assignment Cost** \_\_\_\_\_  
Date of Start \_\_\_\_\_ Date of Completion \_\_\_\_\_  
Actual Time Spent on the Project: \_\_\_\_\_ in months.  
Client: \_\_\_\_\_  
Main project features: \_\_\_\_\_  
Positions held: \_\_\_\_\_  
Activities performed: \_\_\_\_\_

**5) Name of assignment or project & Location:** \_\_\_\_\_ **Assignment Cost** \_\_\_\_\_  
Date of Start \_\_\_\_\_ Date of Completion \_\_\_\_\_  
Actual Time Spent on the Project: \_\_\_\_\_ in months.  
Client: \_\_\_\_\_  
Main project features: \_\_\_\_\_  
Positions held: \_\_\_\_\_

### 13. Certification:

Certification:

- 1 I am willing to work on the project as indicated in the deployment schedule and as required during the assignment period.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes myself my qualification and my experience.
- 3 I understand that Client may initiate debarment proceedings against me if I abandon the assignment before its completion.

**Signature of the Candidate** \_\_\_\_\_

Place

Date

**Signature of the Authorized Representative of the firm**

\_\_\_\_\_

Place

Date

Note:

- i) Each page of the CV shall be signed in ink by both the staff member and the Authorized Representative of the firm. Photocopies will not be considered for evaluation.
- ii) In order to check incorrect inflated bio-data of pay personnel, the client shall verify the details mentioned in CV by writing to the Employer indicated in the CV. The Consultancy firm shall be liable for any incorrect information.



**14. Personnel Capabilities:** The Firm shall ensure the following along with others, stated in RFP / Data Sheet:-







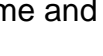



- i. The composition of the proposed team and Task Assignment to individual personnel shall be clearly stated. Firms shall make their own assessment of support personnel to undertake the assignment. Additional staff or personnel if required to complete the assignment in the prescribed time, must be provided, within the total estimated cost only. Client shall not be responsible*

*for any wrong assessment by Firm and shall not in any case bear any additional cost arising there from. No such core team / key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the TOR.*

- ii. The core team / key personnel shall remain available for the period indicated in the TOR. An undertaking to this effect must also be submitted. It is further clarified that all the core team / key personnel shall remain available for full assignment period as stated in the Data Sheet.*
- iii. No alternative proposal to any core team / key personnel shall be made and only one CV for single position shall be furnished.*
- iv. Each CV needs to have been recently signed with date in blue indelible ink by the core team / key personnel and countersigned by the authorized official of the Firm. Photocopy or unsigned/countersigned CVs shall be rejected.*
- v. Each CV shall contain the proof of age and qualification as well as an undertaking from the core team / key personnel about his availability for the duration prescribed in the TOR. In order to check incorrect/ inflated bio-data of core team / Key Personnel, the Client has the right to verify details mentioned in CV by writing to the Firm/University/ Institute indicated in the CV. The Firm shall be liable for any incorrect information.*
- vi. If a firm as a Consortium is qualified on the strength of experience of a foreign company, requisite core team / key personnel from that foreign company shall be fielded.*
- vii. In case of engineer, the valid registration with PEC as professional engineer is necessary. The expired registration or just registered engineer instead professional engineer is not acceptable and shall be rejected.*
- viii. Failure to comply with the requirements spelt out in para.14 shall make the proposal liable to be rejected and the evaluation of Financial Proposal shall not be undertaken. If, individual, core team / key personnel makes an averment regarding his qualification, experience, professional membership / license, age, and it turns out to be false, or his commitment regarding availability for the project is not fulfilled at any stage after signing of the agreement, he shall be debarred for any future assignment in/with/of the Client. The firm shall also be liable for its authorized representative counter signing a CV, which is subsequently found to contain false and misleading statements or claims.*

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

 Full time input  
 Part time input

Year: _____		Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month input		
N°	Name of Staff	Month	Month	Month	Month	Month	Month	Month						Home	Field <sup>3</sup>	Total
		1	2	3	4	5	6	7								
<b>Local / International</b>																
1		[Home]														
		[Field]														
2																
																
3																
																
N																
																
												<b>Subtotal</b>				
												<b>Total</b>				

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



**FORM TECH-8 WORK SCHEDULE**

**Year:**

N °	Activity 1	Week <sup>2</sup>															
		Wee 1-1	Wee 1-2	Wee 1-3	Wee 1-4	Wee 1-5	Wee 1-6	Wee 1-7	Wee 1-8	Wee 1-9	Wee 1-10	Wee 1-11	Wee 1-12	Wee 1-13	Wee 1-14	Wee 1-15	Wee 1-16
1																	
n																	

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para 3 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Costs by Activity

FIN-4 Breakdown of Remuneration

FIN-5 Reimbursable expenses

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

---

[Location, Date]

To: [Name and address of Client]

Dear Sir,

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

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

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

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

## FORM FIN-2 SUMMARY OF COSTS

Item	Costs
	Pak Rupees
Total Costs of Financial Proposal <sup>1</sup>	Rs.
Service Tax	Rs.
Total Cost including Service Tax	Rs.

1. Indicate the total costs, net of local taxes, to be paid by the Client. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.
2. The type of contract is Lump Sum with milestones and KPIs. The FIN 3,4,5 and Appendix only will be used as backup of the Lump Sum cost.
3. The price variation is not permissible.

**Signature and Seal of  
Authorized**

Representative of the Firm/  
Consultant

**FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY<sup>1</sup>**

---

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

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

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

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

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

**FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES**

---

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

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

**FORM FIN-6: Consultant's Representations Regarding Costs And Charges**

---

**A - Undertaking**

Consulting Firm:

Assignment:

Date:

We hereby confirm that:

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

*[Name of Consulting Firm]*

\_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Representative

Date

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_



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

(Expressed in [PKR Local currency])

Personnel		1	2	3	4	5	6	7
Name	Position	Basic Salary per Working Month	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month <sup>1</sup>
Home Office								
Field								

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

## SECTION 5: TERMS OF REFERENCES

### **i. Background:**

Punjab Central Business District Development Authority (PCBDDA) has been mandated to develop environment-friendly, urban regeneration projects on vertical principles that would enhance the city through walkable urbanism and smart infrastructure. PCBDDA is proudly working on the vision of Prime Minister and Chief Minister Punjab to provide unique opportunities for businesses in cities to expand under international standards.

The consultancy assignment is regarding the provision of architectural and engineering services in the context of establishing the design parameters of a 'souq' commonly known as bazaars in the city of Lahore, Pakistan, on a site that is surrounded by the busy Ferozpur Road at the East end with road linkages on the North end surrounded by small, hustle contained dwellings. It is an important area for commercial activities with very little entertainment neighborhoods for locals.

The site provided, houses the Department of Rescue 1122 established under the Punjab Emergency Service Act 2006 for professional management of emergencies such as road traffic crashes, medical emergencies, building collapse, fire, hazardous material incidents, explosions, flood & water rescue and animal rescue etc., at current situation.

The provision of architectural and engineering services foreseen in the context of this assignment comprises primarily the services in three categories namely.

1. Preparation of concept design.
2. The preparation of design and drawings including their approval.
3. Preparation of tender dossier including specifications and Bill of Quantities (BOQ) required for procurement during/for site execution.

### **ii. Project brief:**

The bazaar/souq needs to be based on a courtyard concept, surrounded by retail areas, moreover, with offices equipped with modern facilities. The courtyard is considered as the heart of the building in the traditional architecture of the city. Also, the courtyard responds to the privacy requirements or to gather and socialize. The elevation theme needs to be explored in reference to ongoing contemporary styles blended with aesthetics of traditional elements practiced in the region.

The main question asked during the design process of the building complex is "how we can experience the culture more than just observe it. What would be the end-user experience".

We see global trends, especially in architecture. Some of them are great, such as sustainable, ecological architecture, but at the same time a building itself often lacks connection to national identity, and just by looking at it we are unable to recognize its location. Summing up, there is nothing wrong with unifying styles around the globe, we just need to ask ourselves if it is something that we want to see in the future. The Architecture Designing and Planning of Bazaar / Souq in Contemporary Traditional Style sets similar challenges.

How can we design a technological contemporary building that will represent traditions of Lahore and at the same time respond to sustainability goals? The project vision is to deliver best practice, sustainable and land effective environment for the people of this city. It needs to be inspired by local heritage and tradition, but at the same time respond to the modern life and social needs of the masses.

The masterplan needs to be based on developing ample spatial articulations and clear circulation patterns. Proper zoning of public and private spaces as well as allocation of services allows maximum privacy and flexibility of space utilization. The building complex itself and its' composition should push people to explore and experience rather than just observe. Since there is an opportunity of people coming to the site by walk, entrances and exits to the site can be designed in ways that gives the end-users the best chance of having positive experiences in that environment. A continuously accessible path from car parks to the main entrance that's safe and easy to use. A pedestrian crossing for safe entry into the site, if parking is not available or if children arrive by public transport. A series of gates that filter people with different access needs for safe and calm arrival and departure. Building and landscape features that help the main building entrance stand out.

Noise and traffic can cause delays and extra stimulation. It can make people feel anxious. The extra traffic at drop-off and pick-up times can make things worse. Mini-buses, taxis and cars need to be carefully managed at the site. The speed limits – inside and in nearby streets – also need to be looked at. It's important to give some thought about the everyday traffic regime taking place in the vicinity to the site during the planning and design phase to help identify and fix logistical problems.

Moreover, the vehicular traffic to have separate entry and exit points catering to parking spots envisaging at the site in the form accumulative parking or parking building opening visually and welcoming physically the end-user into the shop's arenas. The project needs to have an extra accessible car park and other parking for families close to where people enter. It should give an example of going beyond the minimum requirements to make an inclusive environment.

Traditional markets are those locations that bond people together as it is one of the main places to supply items and get transformed into retail hubs. These places are usually loud, full of people, food, art, and... tradition. Markets are platforms for social gatherings as well as just brief meetings.

There needs to be a lot of different spaces for people to gather - stop, shop, get services, walking through narrow corridors between walls – to move, accompanied by courtyards. This forces a specific interaction depending on the area that a person is present in. The arrangement of buildings can be inspired by the urban scale and adapted to a small area so that behind every corner a new surprise waits for the visitor. To protect users from the sun, shading structures/devices can be in most areas of gathering and movement.

The whole area can be developed as clusters of buildings interwoven with structures that can protect the sanctity of traditional open courtyards, with seating arrangements and eatery spaces.

Parking requirements need to adhere to the demand needed to cater outcomes of Traffic Impact Analysis (TIA). The project is required to be designed in phases so it can be convenient while execution and from the sale point of view.

### **iii. Plot Size:**

*The site is approximately 68 Kanals (8.5 acres, 306,000 sft).*

### **iv. Scope of Architectural and Engineering Services:**

The Architectural and Engineering Company (Consulting Company) is expected to offer a highly skilled and experienced team of experts for successful accomplishment of services in each category, and appoint a Project Manager for overall coordination, who shall serve as PCBDDA's day to-day primary contact.

#### **I. STAGE I: Concept design / Schematic design**

This first stage shall comprise though not limited to the completion and submission of the following items/deliverables in English.

- Prepare Architectural Concept (including renders) incorporating strategic engineering requirements and aligned to cost plan, project strategies and outline specification and should include following considerations:

**Central Design Elements:**

1. **Courtyard Concept:** The heartbeat of this space is the central courtyard, reminiscent of the traditional architecture of Lahore. It provides both a private sanctum for gatherings and a public space for social interactions.
2. **Blend of Styles:** The aesthetic of the building must combine the ongoing contemporary styles with traditional elements specific to Lahore. Global architectural trends, while efficient, sometimes erase local identities; this project should aim to maintain that connection.

**Master Plan Components:**

1. **Spatial Articulation and Circulation:** The design should ensure clear spatial demarcations ensuring smooth flow of traffic, be it pedestrians or vehicular.
2. **Zoning:** Proper division between public and private spaces should be allocated to guarantee optimum privacy, while also allocating service areas to promote flexibility in space utilization.
3. **Interactive Design:** The architectural framework should encourage exploration, pushing visitors to experience the essence of Lahore. The site must be accessible, safe, and designed with multiple entrance and exit points to accommodate foot traffic.
4. **Traffic Management:** Considering the bustle of Lahore, it's crucial to address potential noise and traffic congestion. Therefore, dedicated entry and exit points for vehicles, separate from the pedestrian zones, should be incorporated. The design should also account for peak traffic times, and logistics to ensure smooth flow.
5. **Parking:** Beyond basic provisions, the plan must provide for extra accessible parking spots and family parking, located near entrance points. The vehicular layout should be in line with the results of a Traffic Impact Analysis (TIA) to anticipate and mitigate potential challenges.
6. **Phased Development:** Phasing of the project shall be provided to ensure ease during execution and offer flexibility from a commercial perspective.

**Features & Amenities:**

1. **Retail Hubs & Social Gathering:** Traditional markets have always been hubs for communal interactions. The design should accommodate spaces for shopping, services, and casual meetings, creating an atmosphere resonating with the vibrancy of a traditional market.
2. **Architectural Flow:** The plan should intrigue visitors, encouraging them to move through narrow corridors and open into expansive courtyards. Each

turn should unveil a new aspect of the market, providing a sense of surprise and wonder.

3. **Shading Structures:** Lahore's climate demands protective shading. Canopies or architectural elements should be strategically placed in gathering and movement areas to offer respite from the sun.
4. **Traditional Courtyards:** Interspersed amongst the buildings should be courtyards, offering seating arrangements, eateries, and green spaces, bringing the tradition to the heart of the contemporary.

- Undertake design reviews with client
- Prepare stage design program

## **II. STAGE II: Preparation of Architectural-Engineering design and drawings**

This second stage shall comprise though not limited to the completion and submission of the following items/deliverables in English in 5 sets both in hard and soft copy (CAD drawings in CD).

- Architectural Drawings (including portioning and layouts) for construction.
- Mechanical and Sanitary Drawings (Heating-Cooling, Sanitation, Cold water, Fire Sprinkler etc.) for construction/installation
- Electrical drawings (high-low voltage systems while also accounting for data, telecommunication etc.) for construction/installation.

### **A. Guidance notes/requirements:**

- a. The Consulting company shall produce designs, drawings, with due consideration to energy efficiency and upkeep with International environmentally friendly norms and standards.
- b. In working closely with PCBDDA'S technical team, the Consulting Company shall, within its design incorporate PCBDDA's vision.
- c. Consulting Company shall prepare all requisite documents necessary to obtain all approvals and permits from the relevant authorities.
- d. The set of drawings in the categories above shall be developed in consideration to the mandatory standards, capacities and norms practiced internationally and locally.
- e. All drawings (construction) shall comply with reference to local codes and standards. All drawings shall be superposed with a view to avoid any conflicts and incompatibilities.
- f. All construction shall include their set of design calculations as applicable.
- g. The design report will sum up all design activities and provide the rationale for the optimal designs made. Standards, norms and regulations used must be referred to in the design report extensively. No conclusions and decision must be made without reference to any standard, norm or regulation.

### **B. Architectural drawings:**

Architectural drawings, though not limited to the following, shall include:

- a. Floor plans / construction plans / with all partition types and details.
- b. Floor plans / Furniture layout design with location plan,
- c. Floor plan/ Floor covering.
- d. Lighting Plan for Ceilings
- e. Interior elevations and sections.

- f. Details and design of all fixed furniture.
- g. Metalwork, woodwork and joinery drawings.
- h. Detailed floor finish/patterns drawings.
- i. Miscellaneous decorative details.
- j. Reflected ceiling plans (showing height, materials, finishes and decorative lighting).

**C. Structure drawings:**

Structural design and documents as listed below duly prepared and signed by a consulting Structural Engineer and/or firm.

- a. Design criteria, specifying design loads, reference standards and codes, and the methods of analysis and design adopted.
- b. Design computations.
- c. Design drawings.
- d. Relevant technical specifications.
- e. Soil investigation report.

**D. Mechanical / Electrical mechanical / Plumbing (sanitary) drawings:**

Mechanical and sanitary drawings, though not limited to below, shall include:

- a. Fire protection & Sprinkler system drawings
- b. Heating and Cooling system drawings
- c. Sanitary system drawing (including water, plumbing etc.) illustrating both layouts and schematics for kitchens /wall fixtures in conformity with Electrical and Architectural Plans.
- d. Detailed elaborate on fire protection and safety.

**E. Electrical drawings:**

Electrical drawings (both high and low voltage), though not limited to below, shall include:

- a. Electrical layouts for ceiling and wall with defined hardware and all other equipment (to be closely coordinated with other drawings/plans), including layout plan, the power installation plan, telephone, fire, panic and music broadcasting layout plans, the electricity loading norms, single line scheme and a panel view.
- b. Plan of electrical and computer network.

**III. STAGE III: Preparation of tender dossier including specifications and Bill of Quantities (BOQ) required for procurement during/for site execution.**

This third stage shall comprise though not limited to the completion and submission of the following items/deliverables in English in 5 sets both in hard and soft copy).

**A. Guidance notes:**

- a. Consulting Company shall propose and model, capacity and sizes for all material and equipment with due regard to local environmentally friendly norms and standards.

- b. Tender documents shall serve as “Statement of Works” and “Technical Specifications.”
- c. Tender documents shall comprise 4 (four) sections, namely i) “Statement of Works and Technical Specifications”, ii) “Bill of Quantities” iii) “Work Schedule” and iv) “Construction drawings.”

#### **B. Submissions:**

During this stage, Consulting Company, though not limited to below, shall comply with below and submit the followings:

- a. Statement of Works shall comply with relevant Standards
- b. Technical Specifications of equipment and materials shall be in line with PCBDDA requirements, environmental standards and relevant Standards.
- c. Statement of works and technical specifications shall include a schedule of items (in terms of type, color, model, make) categorically for each space and common areas as appropriate.
- d. Statement of works and technical specifications must give detailed explanation of each item of works and not to be general and vague. Standards must be provided for main items of works, materials and products.

#### **C. BOQ:**

- a. A Bill of Quantities separately for each group of works (i.e. architectural & construction works; electrical; mechanical; equipment; furniture & accessories).
- b. Separate Bill of Quantities for each group of works and equipment/materials should be provided with estimated prices based on the current MRS/market rates.

#### **D. Works schedule:**

- a. Works schedule shall be developed as bar-chart.
- b. Works schedule shall include both construction, construction supervision, temporary, final acceptance, maintenance and warranty periods.

#### **V. Approval and Acceptance**

- All deliverables stated under each category of work are subject to approval of PCBDDA.
- Consulting Company shall be responsible to obtain necessary permits and approvals.
- Upon receipt of PCBDDA’s feedback on draft documents developed by the Consulting Company, the Consulting Company will have to modify all documents following the suggestions and recommendations from relevant bodies until the whole set is fully approved by PCBDDA.

#### **vi. Timelines**

- STAGE I: Concept design – 3 weeks (draft and final submission)
- STAGE II: Preparation of Architectural-Engineering design and drawings – 7 weeks (draft and final submission)

- STAGE III: Preparation of tender dossier including specifications and Bill of Quantities (BOQ) required for procurement during/for site execution – 4 weeks (draft and final submission)

**vii. Timelines/Deliverables**

The consultants shall follow the timelines as given below for their deliverables or tasks.

Sr No.	Tasks/Deliverables	Time period (from the date of signing of contract)
1.	Project Inception report including work break down structure (WBS), project team, approach and methodology, project scheduling and deliverables etc.	01 week
2.	<p><b>Concept design / Schematic design</b></p> <p>This first stage shall comprise though not limited to the completion and submission of the following items/deliverables in English.</p> <ul style="list-style-type: none"> <li>• Prepare Architectural Concept (including renders) incorporating strategic engineering requirements and aligned to cost plan, project strategies and outline specification</li> <li>• Agree project brief derogations</li> <li>• Undertake design reviews with client</li> </ul>	03 weeks
	<ul style="list-style-type: none"> <li>• Schematic Drawings (Mechanical, Electrical, Sanitary, Water Supply, Sewerage, Drainage, Heating-Cooling, Sanitation, Fire &amp; Safety, Sprinkler System etc.) for construction / installation</li> <li>• Prepare stage design program</li> </ul>	03 weeks
3.	<p><b>Preparation of detailed Architectural-Engineering design and construction drawings packages</b></p> <ul style="list-style-type: none"> <li>• Architectural Drawings (including portioning and layouts) for construction.</li> <li>• Drawings (Mechanical, Electrical, Sanitary, Water Supply, Sewerage, Drainage, Heating-Cooling, Sanitation, Fire &amp; Safety, Sprinkler System etc.) for construction / installation</li> <li>• Electrical drawings (high-low voltage systems while also accounting for data, telecommunication etc.) for construction/installation.</li> </ul>	07 weeks
4.	<b>Preparation of tender dossier including specifications and Bill of Quantities (BOQ) required</b>	04 weeks



Sr No.	Tasks/Deliverables	Time period (from the date of signing of contract)
	for procurement during/for site execution.	

**CONTRACT FOR CONSULTANCY SERVICES**

**between**

---

**PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY**

**and**

---

**(NAME OF THE CONSULTANTS)**

**for**

Architectural and Engineering services in the context of Establishment of Grand Bazaar / Souq in Traditional Contemporary Style

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**AUGUST 2023**

## TABLE OF CONTENTS

	<b>Page No.</b>
<b>1. FORM OF CONTRACT</b>	<b>1</b>
<b>II. GENERAL CONDITIONS OF CONTRACT</b>	<b>3</b>
<b>1. GENERAL PROVISIONS</b>	<b>3</b>
1.1 Definitions	3
1.2 Law Governing the Contract	4
1.3 Language	4
1.4 Notices	4
1.5 Location	4
1.6 Authorised Representatives	4
1.7 Taxes and Duties	5
1.8 Leader of Joint Venture	5
<b>2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT</b>	<b>5</b>
2.1 Effectiveness of Contract	5
2.2 Termination of Contract for Failure to Become Effective	5
2.3 Commencement of Services	5
2.4 Expiration of Contract	5
2.5 Modification	6
2.6 Extension of Time for Completion	6
2.7 Force Majeure	6
2.7.1 Definition	6
2.7.2 No Breach of Contract	7
2.7.3 Extension of Time	7
2.7.4 Payments	7
2.8 Suspension of Payments by the Client	7
2.9 Termination	7
2.9.1 By the Client	7

2.9.2	By the Consultants	8
2.9.3	Cessation of Services	9
2.9.4	Payment upon Termination	9
2.9.5	Disputes about Events of Termination	9
<b>3.</b>	<b>OBLIGATIONS OF THE CONSULTANTS</b>	<b>9</b>
3.1	General	9
3.2	Consultants Not to Benefit from Commissions, Discounts, etc.	10
3.3	Confidentiality	10
3.4	Liability of the Consultants	10
3.5	Other Insurance to be Taken out by the Consultants	11
3.6	Consultants' Actions Requiring Client's Prior Approval	11
3.7	Reporting Obligations	11
3.8	Documents Prepared by the Consultants to be the Property of the Client	11
3.9	Equipment and Materials Furnished by the Client	12
3.10	Accounting, Inspection and Auditing	12
<b>4.</b>	<b>CONSULTANTS' PERSONNEL AND SUBCONSULTANTS</b>	<b>12</b>
4.1	Description of Personnel	12
4.2	Removal and/or Replacement of Personnel	12
<b>5.</b>	<b>OBLIGATIONS OF THE CLIENT</b>	<b>13</b>
5.1	Assistance, Coordination and Approvals	13
5.1.1	Assistance	13
5.1.2	Co-ordination	13
5.1.3	Approvals	14
5.2	Access to Land	14
5.3	Change in the Applicable Law	14
5.4	Services and Facilities	14
5.5	Payments	14

<b>6.</b>	<b>PAYMENTS TO THE CONSULTANTS</b>	<b>15</b>
6.1	Lump Sum Remuneration	15
6.2	Contract Price	15
6.3	Terms and Conditions of Payment	15
6.4	Period of Payment	15
6.5	Delayed Payments	15
6.6	Additional Services	16
6.7	Consultants' Entitlement to Suspend Services	16
<b>7.</b>	<b>SETTLEMENT OF DISPUTES</b>	<b>16</b>
7.1	Amicable Settlement	16
7.2	Dispute Settlement	17
<b>8.</b>	<b>INTEGRITY PACT</b>	<b>17</b>
<b>III.</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>	<b>18</b>
	<b>[Details to be finalised by the users]</b>	
<b>IV</b>	<b>APPENDICES</b>	<b>24</b>
	Appendix A-Description of the Services	25
	Appendix B-Reporting Requirements	26
	Appendix C-Key Personnel and Subconsultants	27
	Appendix D-Breakdown of Contract Price in Foreign Currency	28
	Appendix E-Breakdown of Contract Price in Local Currency	29
	Appendix F-Services and Facilities to be Provided by the Client	30
	Appendix G-Integrity Pact	31
<b>V</b>	<b>ALTERNATE TITLE PAGE IN CASE OF JV</b>	<b>32</b>
	<b>ALTERNATE FORM OF CONTRACT IN CASE OF JV</b>	<b>33</b>

**FORM OF CONTRACT**  
**(For Individual Consultants)**

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_ day of \_\_\_ September 2023, between, on the one hand Punjab Central Business District Development Authority (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 (Pakistani Rupees, PKR);
- (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 (f) of this Sub-Clause 2.9.1:

- (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) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days 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 (a) 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, within twenty-eight (28) days after the expiry of the time stated in paragraph (a) 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

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

#### 1.1 Definitions

- (f) Add "and the Government of Punjab" at the end
- (l) Replace with "Local Currency" means the Pakistani Rupee (PKR)
- (m) The text is modified as under:  
"Services" means Consultancy Services as specified in Appendix A.
- (p) "Project" means Grand Bazaar / Souq in Traditional Contemporary Style

#### 1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

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

Telephone : \_\_\_\_\_

Facsimile : \_\_\_\_\_

E.Mail : \_\_\_\_\_

For the Consultants:

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

Telephone : \_\_\_\_\_

Facsimile : \_\_\_\_\_

E.Mail : \_\_\_\_\_

#### 1.8 Leader of the Joint Venture

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

## **2.1 Effectiveness of Contract**

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

## **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 seven (07) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

## **2.4 Expiration of Contract**

The period of completion of Services shall be four (04) months from the Commencement Date of the Services or such other period as the Parties may agree in writing.

"Completion of Services" means the consultancy services which shall be for a period of four (04) months during which the Consultants shall submit all the desired deliverables to the Client up to Client's satisfaction.

## **2.9 Termination**

### **2.9.1 By the Client**

The text of the first para is replaced with the following text:

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 (f) of this Sub-Clause 2.9.1

The text "thirty (30)" after the word "within" in second line of Sr (a), Sub-Clause 2.9.1 is replaced with "fifteen (15)"

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

The words "or duration" after the word scope in the first sentence are deleted.

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

The risks and the coverages shall be as follows:

- (a) Comprehensive insurance in respect of motor vehicles operated in Pakistan in carrying out of the Services by the Consultants or their Personnel or any Sub-consultants/JV partner or their Personnel, with a minimum coverage as per Applicable Law.
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

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

- (c) The Consultants shall also solicit approval from the Client, before any action they propose to take under the following:
  - i. Replacement of Key Personnel and Sub-consultants giving valid justifications.

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

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

#### **5.1.1 Assistance**

- (a) The Client shall provide all available data within the agreed number of days from the Commencement of Services.

#### **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 or any other mutually agreed time period. Notwithstanding anything to the contrary contained in this Contract, the examination of or the giving of consents or approvals to any work of the Consultants or any part thereof or the making of objections, representations, comments or suggestions or failure to make the same in relation to the work by the Consultants or any part thereof or any other aspect of the Consultants' work shall not relieve the Consultants in whole or in part of any duty, obligation or liability undertaken by the Consultants in relation to its work or diminish or vary any such duty, obligation or liability whether by way of contribution or otherwise.

### **6.1 Lump Sum Remuneration**

[Note: In case there are other expenditures in respect of which reimbursement is allowed in addition to the lump sum remuneration, details of such reimbursable direct costs expenditure which may include Subconsultants' costs, printing, communications, travel, accommodation etc., may be indicated herein. Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.]

### **6.2 Contract Price**

- (a) The amount in local currency is Pakistani Rupees .....
- (b) All prices shall be in Pakistani Rupees.

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

#### For Planning and Design

A lump sum amount against Planning and Design referred under SC 6.2 shall be paid to the Consultants for the Services to be completed within the period specified in SC 2.4.

Payments shall be made according to the following schedule:

(b)	<i>Upon submission of Inception Report</i>	@ 10% = Rs.-----
(c)	<i>Upon submission of Review &amp; Update of Strategic Development Plan</i>	@ 30% = Rs.-----
(d)	<i>Upon submission of Detailed Layout Plans of Urban Design Of Zone-2</i>	@ 30% = Rs.-----
(e)	<i>Upon submission of Concept Level Design of Smart City Components</i>	@ 25% = Rs.-----
	<i>Total</i>	100% = Rs.-----

### **6.5 Delayed Payments**

The Sub-Clause is deleted in its entirety.

### **6.6 Additional Services**

Sr (b) of Sub-Clause 6.6 is deleted.

The last paragraph is deleted in its entirety and replaced with the following text:

“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 and get approval from the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. 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**

The text “fourteen (14)” is replaced with “thirty (30)” after the words not less than in the fourth line of first paragraph.

The following Sub-Clause is added:

### **10.1 Performance Guarantee**

The Consultants shall provide a Performance Guarantee equal to ten (10) percent of the total remuneration of the Consultants from a scheduled bank, acceptable to the Client. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants. After completion of the Services up to satisfaction of the Client, the Performance



Guarantee will be released by the Client. In case, extension of Performance Guarantee is required, the same shall be extended by the Consultant at its own cost up to the successful completion of Services.

## **IV APPENDICES**

## **Appendix A**

### **Description of the Services**

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

## Appendix B

### Reporting Requirements

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

Sr No.	Tasks/Deliverables	Document Size	No.
1.	Project Inception report	A4	03
a)	Work Breakdown Structure (WBS), project team, approach and methodology, project scheduling and deliverables	A3	03
2.	Updated Strategic Development Plan	A4	03
3.	Detailed layout plans for urban design, urban design spatial concepts/strategies.	A0	02
		A3	03
a)	Detailed urban design plot guidelines and development control.	A4	03
b)	Document reports, exhibition panels etc	A4	03
4.	Concept level design of integrated smart cities.		
a)	Report	A4	03
b)	Drawings	A0 / A3	02 / 03

## Appendix C

### Key Personnel and Subconsultants

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

**Appendix D**

**Breakdown of Contract Price in Foreign Currency**

**(Not Used)**

## Appendix E

### Breakdown of Contract Price in Local Currency

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

*Note:*

1. *Each item of reimbursable direct costs expenditure shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.*
2. *This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]*

**Appendix F**

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

**(Not Used)**



**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 the 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 CONSULTANCY SERVICES**

**LUMP SUM REMUNERATION**

**between**

**PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT AUTHORITY**

**and**

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

**for**

**ARCHITURAL AND \_\_\_\_\_**

**AUGUST 2023**

\_\_\_\_\_ **(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 \_\_\_ September 2023, between, on the one hand Punjab Central Business District Development Authority (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, a joint venture / consortium 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:

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(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:
    - 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 Lahore Central Business District Development Authority

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 \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

\_\_\_\_\_

Name of Member No. 2

Witness

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

\_\_\_\_\_

Name of Member No. 3

Witness

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)