

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

**Cantonment Board Chaklala, Rwp
(NAME OF THE CLIENT)**

and

(NAME OF THE CONSULTANTS)

for

**_____ (BRIEF SCOPE OF SERVICES)
OF _____ (NAME OF PROJECT)**

Month and Year

TABLE OF CONTENTS

	Page No.
1. FORM OF CONTRACT	1
II. GENERAL CONDITIONS OF CONTRACT	3
1. GENERAL PROVISIONS	3
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
2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT	5
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
3. OBLIGATIONS OF THE CONSULTANTS	9
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

4.	CONSULTANTS' PERSONNEL AND SUBCONSULTANTS	12
4.1	Description of Personnel	12
4.2	Removal and/or Replacement of Personnel	12
5.	OBLIGATIONS OF THE CLIENT	13
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
6.	PAYMENTS TO THE CONSULTANTS	15
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
7.	SETTLEMENT OF DISPUTES	16
7.1	Amicable Settlement	16
7.2	Dispute Settlement	17
8.	INTEGRITY PACT	17
III.	SPECIAL CONDITIONS OF CONTRACT	18
	[Details to be finalised by the users]	
IV	APPENDICES	24
	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
V	ALTRNATE TITLE PAGE IN CASE OF JV	32
	ALTERNATE FORM OF CONTRACT IN CASE OF JV	33
	LIST OF PEC CONTRACT DOCUMENTS	36

FORM OF CONTRACT

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

Appendix A : Description of the Services
Appendix B : Reporting Requirements
Appendix C : Key Personnel and Subconsultants
Appendix D : *Not Used*
Appendix E : Breakdown of Contract Price in Local Currency
Appendix F : Services & Facilities to be Provided by the Client
Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of

Witness

(CLIENT)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

Witness

(CONSULTANTS)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

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

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorised Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorised Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

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

1.6 Authorised Representatives

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

1.7 Taxes and Duties

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

1.8 Leader of Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been

made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

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

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No Breach of Contract

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

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

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

- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

- (a) remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

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

2.9.5 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to

this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or third parties.

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

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

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

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

3.5 Other Insurance to be Taken out by the Consultants

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

3.7 Reporting Obligations

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

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

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

3.10 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the

performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organisations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government

Agency, Department or Authority, and other concerned organisation named in the SC.

- (b) coordinate with any other consultants employed by him.

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

5.4 Services and Facilities

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

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

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

6.5 Delayed Payments

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

6.6 Additional Services

Additional Services means:

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

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

6.7 Consultants' Entitlement to Suspend Services

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

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

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

8. INTEGRITY PACT

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

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

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

III. SPECIAL CONDITIONS OF CONTRACT

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

1.1 Definitions

(p) "Project" means Detailed Supervision of Raheel Sharif Cantonment Board Medical College, Rawalpindi ” being setup by Chaklala Cantonment Board, Murree Road, Chaklala Cantonment near Ministry of Defense.

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

..... (Name)

Cantonment Executive Officer, (Address)
Chaklala Cantonment,
Murree Road,
Chaklala Cantt. Near Ministry of Defence
Telephone : +(9251) 9270160
Facsimile : +(9251) 9270150
Email : cb.chaklala@gmail.com

For the Consultants:

(Name)

Address)

Telephone :

Facsimile :

Email :

1.7 Taxes and Duties

The Consultants and their staff shall be required to pay all taxes, assessments of whatever nature levied or assessed by the Government of Pakistan, Government of Punjab, applicable to Consultancy Contracts.

A deduction of Income Tax at the prevailing rates shall be made from the gross amount of each bill.

1.8 Leader of the Joint Venture

Clause Not Applicable

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

The Consultants shall commence the Services within Fourteen (14) days after the date of signing of the Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The construction is estimated to be completed in 24 months, and Expiration of Contract Agreement shall be on successful completion and handing over taking over of the project by the Client from the Constructors, or total of 24 months unless mutually agreed to be extended.

2.5 Insurance to be taken out by the Consultant

This clause is deleted in its entirety.

3.8 Documents Prepared by the Consultant shall be the Property of the Client

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

5.1.1 Assistance

(a) The Client shall make available immediately after issuance of letter of Award, all existing data, information, studies and reports available with the Client to assist the Consultants.

(b) The Client shall define through the Revenue Staff the extent of boundary and site ownership for survey and obtain permission for extracting/storing water, tube well, and disposal of waste water & sewerage in Nula Lai.

(d) The Client shall ensure full unrestricted access for inspection and work onsite and carrying out thereon of tests.

5.1.3 Approvals

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

6.2 Contract Price

- (a) The amount in foreign currency is Nil
- (b) The contract amount in local currency is

The remuneration shall be in local currency of Pakistani Rupee

6.3 Terms and Conditions of Payment

Payments shall be made according to the payment schedule given in Appendix E:

6.4 Period of Payment

No advance payment shall be made. All payments will be made according to payment schedule given in Appendix E, within Twenty Eight (28) days of submission of Invoice by the Consultants.

6.5 Delayed Payments

This clause is deleted in its entirety.

IV APPENDICES

Appendix A

Description of the Services

SCOPE OF WORK /DESCRIPTION OF THE SERVICES:

1. DESCRIPTION AND SCOPE OF SERVICES

1.1 General

2.1.1 The Consultant shall undertake the duties assigned to 'the Engineer' in the Conditions of Contracts between CCB and the Contractor(s) for the Project. The word 'Contractor(s)' include but is not limited to any General Contractor(s), Specialist Contractor(s), and any other contractors or consultants engaged by CCB for completion of the Project. These duties, responsibilities and obligations shall include the duties and functions of 'the Engineer' under the Construction Contracts except for the duties excluded as per the Conditions of the contracts signed between CCB and the Contractors (referred herein as the "Construction Contracts") The Consultant shall obtain 'specific approval' of the Client (CCB) before taking any action with regards to the following:

- a) Consenting to sub-letting of any part of the Works under "Subcontracting'
- b) Certifying additional cost determined under Not Foreseeable Physical Obstructions or Conditions'.
- c) Any action relating to "Performance Security" and "insurances ".
- d) Any action relating to "Suspension'
- e) Any action relating to "Extension of Time for Completion”.
- f) Any action relating to "liquidated Damages for Delay' or Payment of Bonus for Early Completion of Works
- g) Issuance of "Taking Over Certificate"
- h) Issuing or Instructing a Variation, except
 - a. In an emergency situation as stated here below and
 - b. If sum of all such variations during the Contract period would Increase the Contract Price by less than the ceiling amount stated fixed for the subject project as per rules and regulations
- i) fixing rates of price for variations
- j) Extra Payments as a result of the Contractor's Claims under any of the conditions of Construction Contract or otherwise in connection with the Construction Contract
- k) Release of Retention Money to the Contractors
- l) Issuance of "Final Payment Certificate(s)
- m) Issuance of Defects Liability Certificate(s),
- n) To use "Termination Clause' of the Conditions of Contract.

o) Any other limitation(s) indicated in construction Contract(s).

- 2.1.2 The Consultant shall have no authority to relieve the Contractor(s) of any of the obligations under the Construction Contract(s).
- 2.1.3 Advise the Client and the Contractors on all matters regarding the requirements and interpretation of the Construction Contract documents.
- 2.1.4 Provide the services of staff in accordance with the CSA.
- 2.1.5 Provide complete site supervision services involving, but not limited to, full inspection of materials on site and at batching/manufacturing/ supply plants, equipment, goods, machinery, and all other manufactured goods; monitoring the schedule, arranging trade tests and samples for testing, evaluating and interrogating all necessary testing, and verify accurate calibration of equipment and staff. Conduct full inspection, check and verify requirements of the contractors temporary and permanent works-in-progress, including review and approval of shop drawings, and all works items and components finished both on site and off site - prefabrication yards etc. - to confirm and audit works construction quality to specification, drawings and Contractual requirements. Inspection of the Works, amongst other inspection requirements, shall cover all the stages of construction and in particular pre and post stages for all embedded and covered works, excavations, foundations, reinforcement quality and placement, piling MEP, finishing, architectural, structural, HVAC, Fire Fighting etc.,. Responding to the contractors' clarification requests (Requests for information ·RFIs) in close liaison with the, as and when required.
- 2.1.6 The Consultant may propose any alterations to the design necessitated by the site conditions throughout the Contract Duration. However, such alterations shall be submitted to the designer and CCB for review and approval.
- 2.1.7 The Consultant shall comply with the provisions of the specifications regulations, terms and conditions, standard procedures and requirements stipulated within the documents of CSA and the Conditions of Construction Contracts.
- 2.1.8 The Consultant shall exercise all reasonable skills, care and due diligence in a highly professional way in the performance of the Services, and shall carry out his duties and obligations as set out in the Agreement.
- 2.1.9 If in the opinion of the Consultant /Engineer, an emergency occurs affecting the safety of life or works or adjoining properties, the Consultant/ Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Construction Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the consultant/ the Engineer, be necessary to mitigate or reduce the risk.

1.2 Resident Supervision

1.2.1 The Site Supervision Services to be carried out by the Consultant shall involve, but not limited to, the following for the duration of the construction contracts. The Consultant shall provide the necessary supervisory staff to be employed during the period of Implementation in executive and supervisory capacities in respect of the construction contracts. The Consultant will be appointed to act as "the Engineer" for the implementation of the Project. It will be the responsibility of the consultant to supervise all operations on behalf of the Client / CCB and to ensure that the construction work by the contractor is carried out in an expeditious manner while ensuring highest quality of work and workmanship in accordance with contract documents.

- a. The consultant shall Issue notice to the Contractor to proceed as per the general conditions of contract in coordination with the Client/CCB.
- b. Supervise the setting out buildings within the site as per the Master Plan.
- c. Review, scrutinize and approve all Shop drawings submitted by the Contractor.
- d. Review, approve and monitor the Contractors' construction method statements, risk assessments, shop drawings, project execution plan, project quality assurance & quality control plan, inspection and test plans and the like.
- e. Review, approve and monitor Contractors' site management plans and diversions and their maintenance.
- f. Inspection of all temporary and permanent works, materials, manufactured goods, Plant & Equipment arranging sampling and testing as appropriate, Factory Acceptance Testing (FAT), rejection of sub- standard / non-conforming works and materials, enforcing construction to the highest Qualitative specification, ensuring appropriate Consultant supervision resources present on site for duration of the Construction Contracts.
- g. Review and approval of Contractors' materials submittals in accordance with the Specifications.
- h. Review and approval of Contractors proposed Sub-contractors and make recommendations to the Client/CCB
- i. Evaluate and monitor added value requirements and in particular undertake value engineering evaluations of Contractors' proposals (if any).
- j. Reviewing, analyzing, approving and monitoring the Contractors' Work programs, their updates and revisions, procedures for cost control, change control, risk management, document management and

- reporting, advising on misnomers, rescheduling requirements all in accordance with industry best practices.
- k. Keeping complete records of all works executed daily and contemporaneously.
 - l. Promptly advising the Client/CCB in the event of persistent failure by the contractor to comply with the Construction Contract Documents and in the event of unsatisfactory rate of progress and poor quality of the Works.
 - m. Reviewing and recommending proposals for proposed changes and preparing Site Instructions as directed by the Client/CCB, as the case may be.
 - n. Reviewing and assessing Contractors' submittals regarding correction of non-conforming works.
 - o. Evaluation and recommendation of the cost of Contractors' design/alteration proposals and Variations. .
 - p. Reviewing the contractors project specific plan in accordance with their contractual requirements
 - q. Review evaluation, approval, Implementation and regular monitoring of the Contractors' site Health, Safety & Environment (HSE) and Quality Assurance / Quality Control procedures & processes and advice improving standards, as directed by the Client/CCB. This also includes reviewing and ensuring compilation of the HSE file and Quality Assurance Records.
 - r. Presentations and reports to the Client/CCB and higher authorities.
 - s. Close Liaison and Coordination with other authorities, outside agencies and departments within or outside Chaklala Cantonment, as directed/required by the Client/CCB.
 - t. Periodic checking of the principal survey Points line and level of works to ensure work is carried out as per the Contract Documents.
 - u. Evaluation, verifications, scrutiny, certification and approval of monthly interim payment requests by the Contractors. The Consultant will ensure and certify the running /interim Certificates for progressive payments based on BOQ's rates and final payment to the Contractor that the Works executed by the Contractor has been completed in all respects. The Consultant shall ensure certifying the monthly statements and final statements within the times specified in the respective Construction Contracts and forward the same to the Client/CCB for arranging payment.
 - v. Preparation and review/evaluation/recommendation of, Variation Orders including determination of Unit Rate(s) and justification for the variation Items
 - w. Review, evaluation and recommendation of Contractors' claims.

- x. Advising the Client /CCB on the contractual matters as and when requested.
- y. Advising the Client /CCB, at appropriate time, whenever any contractual action or obligation is due or about to become due on part of the Client/CCB.
- z. Reviewing Contractors' Guarantees. Securities and Insurances and keeping a track of expiries thereof.
- aa. Participation, as necessary, at dispute resolution/arbitration proceedings.
- bb. Adhering and ensuring compliance with standard policies, guidelines, manuals (such as QA/QC manual etc.), procedures and forms prepared by the Client/CCB for Project Management purposes. Upon commencement of services, the Consultant may request the Client/CCB for a copy of such documents.
- cc. Arranging for the commissioning of permanent Works including electrical and mechanical installations and arrange and supervise all required commissioning/ acceptances including Tests on Completion, by all concerned parties.
- dd. Evaluation at Practical/Substantial completion and issuance of Taking Over Certificate(s), Maintenance certificate (s), Defects liability Certificate(s) and Performance Certificate(s), as applicable, after approval of the Client/CCB.
- ee. Preparing lists of defective and incomplete works (snag lists) and arranging for maintenance work during the maintenance or defects liability or defects notification periods and arrange final inspections.
- ff. Producing, agreeing and managing procedures for handover to operation and maintenance in accordance with applicable contracts.
- gg. Final account including analysis and recommendations on all claims.
- hh. Reviewing and revising Contractors' As-built Drawings and Records reflecting in detail as-built conditions and preparing all Documents to allow the Client to operate and maintain the works. Delivering the aforesaid documents to the Client/CCB after scrutiny and within the time to be indicated by the Client/CCB Project Team.
- ii. All the above responsibilities shall cover the entire project duration starting from the Commencement date till the issuance of last taking over certificate.

1.3 Project Controls

- 1.3.1 The Consultant shall be responsible for controlling the time and cost of the Project. The Consultant shall closely monitor the progress of works, cash flow requirements, etc. in accordance with the requirements of programs license and documents associated with complying with such requirements.

- 1.3.2 The Client/CCB is using Primavera system enterprise-level scheduling tool, Primavera P6. The Consultant shall use Primavera P6 for all planning and scheduling needs and advise the Contractors to use the same application.
- 1.3.3 Within 07 days of receipt of the Contractors' updated work programs (every month), the Consultant shall review and analyze the same and forward it to the Client/CCB. The Consultant shall also provide Comments / recommendations to the Client/CCB for recovery against any delays or lags in the planned progress of the Project. After consultation with the Client/CCB, the Consultant shall follow up with the Contractors for compliance with such recovery schedules.
- 1.3.4 The Consultant shall be responsible for review, evaluation scrutiny and analysis of the Contractors' Extension of Time Claims (using Primavera P6) and submit their detailed recommendations to the Client/CCB duly supported by cogent justifications.
- 1.3.5 The Consultant shall review the Project Execution Plan (PEP), to be prepared by the General Contractor for the Project detailed methodologies and project control systems.

1.4 Quality Control & Assurance

- 2.4.1 The Consultant shall, as a minimum, provide the following services as part of the quality control and assurance:
 - a) Supervising testing activities in the Contractors' laboratory to assure that tests are properly carried out.
 - b) Collate test results and issue a checked and verified copy thereof to the Client /CCB.
 - c) Monitoring and witnessing of the Contractors sampling and testing to ensure compliance with testing procedures and reporting any non-compliances (NCRs).
 - d) Recommending Corrective Actions for the NCRs and ensuring that all NCRs are closed as per the recommended corrective actions in a timely manner.
 - e) Periodic checking of calibration & certification, as applicable, of all laboratory equipment.
 - f) Reviewing of materials testing results to ensure compliance with Specifications. Recommendations to the Client/CCB regarding how corrective action is implemented in the case of unacceptable results, and how borderline materials are dealt with.
 - g) Sample taking jointly with Contractors' staff for required independent testing.
 - h) Reviewing of all independent laboratory test results submitted by the Contractors as part of the material approval process.

- i) Witnessing of all tests required as part of the commissioning of the works.
- j) Ensuring the compliance by the Consultant's own staff and by the Contractors of the Health, Safety & Environment (HSE) Specification requirements as per the Contract Documents and applicable laws.

1.5 Post-Award Costing & Quantity Surveying

2.5.1 For the provision of these services the Consultant shall employ the Industry's best Quantity Surveying/Practices in compliance with the requirements of the Client/CCB

2.5.2 The scope of services as outlined herein and in particular, the Consultant shall note that it is responsible for the activities listed below. This list is non-exhaustive and may be amplified or added to, at the discretion of the Client/CCB, as necessary:

- a) The Consultant is to note that adherence to the approved budget is of paramount importance and regular cost planning exercises shall be required throughout the post contract phase to ensure that the awarded contract sum is not exceeded.
- b) The Consultant is to forewarn the Client/CCB immediately if the Consultant considers that the budget is being exceeded and is to offer suggestions and recommendations to rectify the situation.
- c) Evaluation of works and recommendation for payments. This includes, without limitation, verification, scrutiny, certification and approval of monthly Interim payment requests by the Contractors against the actual non-defective work done at site. The Consultant will ensure and certify the running/interim certificates for progressive payments based on contractual rates thereby confirming that the Works executed by the Contractor have been completed in all respects. The Consultant shall ensure certifying the monthly statements and final statements within the times specified in the respective construction Contracts and forward the same to the Client/CCB for arranging payment.
- d) The Consultant shall prepare Final Accounts incorporating all variation Orders, Site Instructions and re-measured items which shall be completed within 30 calendar days of the completion certificates for Works being issued by the Consultant/the Engineer after approval of the Client/CCB. The format of the Final Accounts shall be to the approval of the Client/CCB.
- e) Monthly check on works completed.
- f) Preparation of Monthly schedules of works completed to form the basis of agreement for interim payments.
- g) Evaluation and preparation of contract variation orders.

- h) Maintain records of materials delivered to site and collate delivery invoices
- i) Maintain daily records of Plant, Equipment, Machinery and manpower of the Contractors.
- j) Attending and making measurements and computation of quantities of the completed works as per requirements of the Construction Contracts and those of the Client/CCB, computing quantities and costs of the balance works or any other work which is about to be covered, and maintain permanent records of all such measurements as the basis for progressive payments to the Contractors and keep the measurement documents and records in safe custody.
- k) Providing Cost to Complete as and when requested. This shall include without limitation, cost forecast, price adjustment projections, potential variations & darns, balance works etc.
- l) Reviewing and verifying cash flow projections prepared by the Contractor(s).

1.6 Project Management Services ("PMS")

- 2.6.1 The Consultant shall be fully and ultimately responsible to manage the Project as per the best industry practices.
- 2.6.2 The Consultant shall be responsible for the interface management and the integration of work packages. The obligations in this context shall include, but will not be necessarily limited to, the following:
 - a) Managing coordination of all elements of the Project i.e., coordinating tasks, resources, stakeholders, and any other project elements.
 - b) Identifying and managing interface risks between the stakeholders.
 - c) Anticipating interface Issues or scenarios that can or will impede progress, and have advance measures In place to avoid situations that could negatively impact CCB's projected completion goals and budget.
 - d) Convening regular meetings between stakeholders to identify and manage new interfaces and issuing collaborative interface reports to capture particular interface workings or outcomes and mutual distribution of work requirements as per respective contracts.
 - e) Identifying and assessing mutual dependencies and sequencing the Works in a manner to avoid any delays, rework, extra work or any oversight.
 - f) Managing coordination and sequencing among Civil, MEP, works etc.

2.6.3 The Consultant shall be responsible to prepare, update (monthly) and revise a Master Baseline Schedule using Primavera P6. The Master Baseline Schedule would be an Integrated Project Schedule (IPS), in which all tasks, activities, resources, stakeholders, work packages, disciplines, phases, processes, etc. must be taken into account. The IPS should be prepared within the first month after commencement and it should be revised, as and when needed, particularly whenever a new stakeholder joins the Project. The IPS should be so designed that it provides complete information regarding the below:

- a) Independent Progress Status of various work packages
- b) Mutual dependencies of various stakeholders
- c) Status of key milestones
- d) Overall progress status of the Project
- e) Project Completion Date and budget
- f) Earned Value Measurement Parameters (Schedule, Performance Index-SPI, Cost Performance Index- CPI, Schedule variance - SV, Cost Variance-CV etc.)

2.6.4 The Client/CCB, at its discretion, may identify further requirements to the Consultant for preparation, revision and updating of the IPS.

1.7 Inspection of Drawings and Documents

The Consultants are required to employ computerized methods in carrying out the work of all surveys. Drawings or documents produced by the Consultant shall be recorded in digital form; the Consultant shall provide the Client/CCB with copies of these records in a format approved by the Client. Drawings shall be in a format suitable for input to the latest version of AutoCAD and agreed in advance with the Client.

1.8 Ownership

All data, drawings and documents prepared under this project shall, after being approved by the Client, become the property of the Client/CCB. All such data, drawings and documents shall not be subsequently altered without the prior permission of the Client/CCB.

1.9 As-Built Drawings and Records

The Consultant's responsibilities with regards to reviewing and approving of As-built drawings and records are as follows:

2.9.1 The consultant shall review, revise and approve the Contractors' drawings reflecting in detail the As-built conditions of the project. All final approved As-built documentation shall be stamped and signed "Approved As-Built Records by the Consultant accordingly.

- 2.9.2 On conclusion of reviewing, revising and on final approval by the Consultant of the Contractors' As -built drawings and documentation, the Consultant shall prepare and put together a complete 'As-built Documentation Package' for the project and deliver it to the Client.
- 2.9.3 The 'As-built .documentation Package', shall be reviewed by the Consultant and include the following documents, without limitation. The Consultant shall obtain these documents from the Contractors' in required number of copies:
- a) Five prints of every drawing issued by the Consultants, Contractors, Specialist Sub- Contractors and Suppliers, marked up to show the whole of the Works as built.
 - b) The copies of all manufacturers' manuals issued in connection with the Works.
 - c) Two copies of every report, piling record, test result, site Instruction, or correspondence issued or received in connection with the Site Monitoring of the Works.
 - d) All Utility Services approvals from all relevant agencies, if applicable.
 - e) As-built surveys.
 - f) Complete Room Data Sheets and Inventory of fixtures, fittings, furniture, equipment, tools, spares, plants, ancillaries etc. supplied, installed, erected and commissioned at the Project
 - g) Soft (MS Word, Excel, Power point, PDF and CAD) files (or the above documents, as applicable
- 2.9.4 All of the above shall be replicated in digital form in the appropriate electronic format software, etc. and be submitted to the Client.
- 2.9.5 The Consultant shall maintain an Independent record of all data pertaining to the As-built records and shall ensure that the Contractors maintain their data and information up to date. The Consultant shall ensure that access to the Contractors' files is available to the Client/CCB at any time.
- 2.9.6 The staff deployed by the Consultant based either on the site or supported by main or sub offices, shall be fully conversant with the preparation of digital designs and As-built records of the type specified in the contract for the works.
- 2.9.7 The Consultants site staff shall be responsible for checking all data gathered by the Contractors in the development of the data base (or the preparation of the As-built drawings, and (or conducting checks of actual works for the determination of the accuracy of the data collected and approve and stamp the drawings prepared by the Contractors.

- 2.9.8 As built drawings shall be prepared in the latest version of AutoCAD and shall be in a suitable format for use of the Client/CCB.
- 2.9.9 The Consultant shall ensure that as-built drawings and records are produced as the work progresses and that a final and completed set of as built drawings are provided within time to be specified by the Client/CCB.
- 2.9.10 On completion of the Services of the Consultant, the Consultant shall deliver to the Client/CCB in digital form on CD the complete file system for the project, fully indexed and cross referenced, together with original drawings provided for the purpose of execution

2. REVIEW PERIOD

The consultant is expected to provide reviews, feedbacks and approvals to the Contractor(s) and the Client in a timely manner to allow the execution of the Works in an expedient manner and without any delay. Unless otherwise specified in the Construction Contracts, the Consultant shall not consume more than fourteen (14) calendar days, in total, to review any of the documents/submittals/claims etc. that will be submitted to the Consultant.

3. SITE SUPERVISION STAFF RESOURCES

3.1 General

- 4.1.1 The Consultant shall be responsible for the provision of suitably qualified staff to carry out the services to the standard required by the Client/CCB. The site staff positions that will be required during the delivery of the services are indicated at the end of these TORs/CSA. The Consultant's resourcing will be subject to the approval of the Client/CCB.
- 4.1.2 Proposed team definition of the Consultant's Resident Supervision Staff at the end of these TORs indicates minimum requirements as determined by the Client/CCB. If the Consultant considers that it is necessary to engage any other staff in his team for satisfactory performance of its obligations, the Consultant must include the costs thereof in the fee offer. No extra payment will be made, and no additional position will be allowed other than those agreed in the CSA.
- 4.1.3 All the key Personnel shall be interviewed by the Client/CCB and the Consultant must obtain the Client's approval prior to mobilizing any of them at Site.
- 4.1.4 The Client shall accept no responsibility for the procurement of visas (for any foreign personnel), accommodation or transport for any member of the Consultant's staff employed on the Project.
- 4.1.5 The Consultant shall ensure that all Key Personnel hold a valid Pakistan Engineering Council (PEC) License at all times.

4.1.6 The Client shall have the full authority to disqualify any staff on the technical grounds or if one is not performing his duties to the satisfaction of the Client.

4.1.7 If the Project is not completed within the original 'Time for Completion' due to the delays on the Project, the remuneration for the extended period will be paid based on the original billing rates stipulated in CSA. The original billing rates shall be deemed to be fixed for the original as well as the extended period, unless stated otherwise in the conditions of the CSA. However, the team definition may be re-adjusted by the Client as per budget requirements.

Appendix B

Reporting Requirements/ Deliverables

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

The Consultant will keep the Client continually informed on the progress of the works and all budgetary & financial matters pertaining to the project by submitting the following reports without limitation:

- 6.1 The inception report shall be provided 15 days after the date of start and shall cover the Project appreciation, Detailed methodology to meet the requirements of the TOR finalized in consultation with the “CCB” officials; including prudent and professional advise on scheduling of various sub- activities to be carried out for completion of various stages of the work, Task Assignment and Manning Schedule, Work program and Quality Assurance Plan (QAP) finalized in consultation with the “CCB”;
- 6.2 Weekly progress reports including information on measurements of works executed equipment and material supplied to site used and/or stored - quality tests on earthworks. concrete works steel works and sewerage and water supply, construction material and equipment - Safety Measures - labor force - variation orders if any -- payment made to the contractor _ acceptance tests of structures, problems encountered and recommendations made by the consultants - photographs recording (electronic/digital) the progress of work and other information as required by the Client.
- 6.3 Monthly progress reports, indicating the progress made since the submission of the previous report and commenting on the progress to date in relation to the program and whether completion of the work is likely to be advance or delayed. The Consultant shall obtain the Client's approval on the template of Monthly progress report.
- 6.4 The final report must first be provided in draft form for evaluation by the client.
 - This report is required to include detailed description of the project, project components, details of data, contracts, costs, organizational details of the participants, calculations, photographs, sketches, “as-built” drawings, soft and hard copies and software programs used/ generated during implementation of the project.

- After approval of the draft, the final report may be submitted for formal approval
 - All the reports will be approved by the Cantonment Executive Officer (CEO) after evaluation by the Engineering Branch. All the reports must be provided in triplicate.
- 6.5 All presentation materials using Microsoft Power Point when asked to. The Consultant is expected to give several presentations relating to the work to the Client officials, Govt. Officials and other officials. The Consultant is also expected to assist presentations to be given by the Client.
- 6.6 Project completion report upon completion of works and/or consultant's assignment.
- 6.7 The consultant is required to submit all project reports drawings and documents in the format listed below and recorded on computer media using software and formats standardized and approved by the Client. Costs associated with all items to be provided shall be deemed to be covered in the overall price submitted by the consultant.
- 6.8 In case if the consultant fails to adequately meet reporting requirements to the satisfaction of CCB. An appropriate deduction may be applied by the Client/CCB and recovery thereof may be made from any outstanding monies of the Consultant. Such action shall be without prejudice to any other recourse(s) that the Client/CCB may adopt under the CSA.

Table 1: Reporting Requirements

Sr. #	Description	No. of Sets	Frequency	Size & color
1.	Inception Report	02	02 weeks after start of work	A-4 , Black & White
2.	Weekly Report	02	Weekly	A-4 , Black & White
3.	Monthly Report	02	Monthly	A-4 , Black & White
4.	Final Report	04	Final	A-4 , Black & White

NOTE: All the reports will be approved by the Cantonment Executive Officer (CEO).

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.

Appendix D (NOT Applicable)

Breakdown of Contract Price in Foreign Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price-foreign currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure.
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2)

Note:

This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]

Appendix E

Breakdown of Contract Price in Local Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price-local currency portion:

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

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

The Client shall make available the following Services and Facilities:

1. Free access to the site
2. Construction drawings and othe details required by the consultant for providing the services of detailed supervision will be provided by the client well in time
3. The provision of on-site accommodation of the consutant team has been included in the contract agreement to be signed with the contractor
4. Engineering Branch of the Client will liason with the consultant for smooth and efficient execution of the project

Appendix G

(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES
LUMP SUM REMUNERATION**

between

(NAME OF THE CLIENT)

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

Month and Year

_____ **(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)**

_____ **(Name of Individual Consultants)**

_____ **(Name of Individual Consultants)**

FORM OF CONTRACT (NOT APPLICABLE)

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

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

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

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

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

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

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

For and on behalf of

CLIENT'S NAME

Witness

Signature _____

Name _____

Title _____

Signature _____

Name _____

Title _____

(Seal)

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

LIST OF PEC CONTRACT DOCUMENTS

<u>Sr. No.</u>	<u>Name of the Document</u>	<u>Status</u>
(1)	Standard Form of Bidding Documents (Civil Works) <i>(to be used for estimated value of more than Rs. 25 Millions)</i>	Completed
(2)	Standard Form of Bidding Documents for Procurement of Works (E&M) <i>(to be used for estimated value of more than Rs. 25 Millions)</i>	Completed
(3)	Standard Form of Bidding Documents for Procurement of Works (For Smaller Contracts) <i>(to be used for all type of procurement for estimated value of not more than Rs. 25 Millions)</i>	Completed
(4)	Standard Form of Contract for Engineering Consultancy Services (For Large Projects) – Time Based Assignments <i>(to be used for consultancy fee over Rs. 2 Millions)</i>	Completed
(5)	Standard Form of Contract for Engineering Consultancy Services (For Large Projects) – Lump Sum Assignments <i>(to be used for consultancy fee over Rs. 2 Millions)</i>	Completed
(6)	Standard Form of Contract For Engineering Consultancy Services (For Smaller Projects) <i>(to be used for consultancy fee not more than Rs. 2 Millions)</i>	Completed
(7)	Standard Procedure for Pre-qualifications of Constructors	Completed
(8)	Standard Procedure for Evaluation of Bids for Procurement of Works	Completed
(9)	Standard Procedure for Pre-qualifications of Consultants	Completed
(10)	Standard Procedure for Evaluation of Proposals for Procurement of Engineering Services	Completed
(11)	Standard Procedure and Formula for Price Adjustment	Completed
(12)	PEC Rules of Conciliation and Arbitration	Completed
(13)	Standard Form of Bidding on BOT Basis	Under Completion
(14)	Standard Form of Bidding Documents for Operation and Maintenance Works	Under Completion
(15)	Standard Form of Joint Venture Agreements	Under Completion



OFFICE OF THE CHAKLALA CANTONMENT BOARD

Murree Road, Chaklala Cantt Rawalpindi Ph: 051 9270160

No. CCB/Detailed Supn/RSM&DC/SCE/

Dated: _____ August, 2019

LETTER OF INVITATION (LOI)

Proposal for Consulting Services, Letter of Invitation

- 1.1 You are hereby invited to submit a technical and a financial proposal for consultancy services required for the Assignment named in the attached LOI Data Sheet (referred to as "Data Sheet" hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet.
- 1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined by the Client).
- 1.4 The Client has the requisite funds for the project and have been approved and provided in the budget
- 1.5 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are informed about the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 Please note that:
 - i) The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and
 - ii) The Client is not bound to accept any of the proposals submitted.
- 1.8 An invitation to submit proposals has been sent to the firms as listed/stated in the Data Sheet.

1.9 We wish to remind you that in order to avoid conflicts of interest:

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

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

2. **DOCUMENTS**

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

2.2 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Twenty one (21) days before the proposal submission date. Any request for clarification in writing, or by cable, telex or telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex or telefax to such requests and copies of the response shall be sent to all invited Consultants.

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

3. **PREPARATION OF PROPOSAL**

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

Technical Proposal

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

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

i) If you consider that your firm does not have all the expertise for the Assignment you may obtain a full range of expertise by associating with other firms or entities. You may also utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available in any

Pakistani Firm. You may not associate with the other firms invited for this Assignment unless specified in the Data Sheet.

ii) Subcontracting part of the Assignment to other consultants if considered desirable; the same sub-consultant may be included in several proposals, subject to limitations in the Data Sheet.

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

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

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

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

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

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

- | | |
|----------|---|
| I-Form-1 | A brief description of the Consultant's organization and an outline of recent (not older than Ten years) experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement. |
| I-Form-2 | A list of projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the projects being presently under-taken. |
| I-Form-3 | Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment. |

- I-Form-4 Any comments or suggestions on the TOR;
The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.
- I-Form-5 CVs recently signed by the proposed key professional staff or an authorized manager in the consultants head office. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.
- I-Form-6 A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.
- I-Form-7 A schedule for compilation and submission of various types of reports.
- I-Form-8 A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.
- I-Form-9 The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.
10. If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring.
11. Any additional information as requested in the Data Sheet.

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

Financial Proposal

- 3.6 The financial proposal should list the costs associated with the Assignment. These normally cover remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs. Your financial proposal should be prepared using the formats attached as Appendix 2 i.e. Form Nos. 1 through 6.
- 3.7 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances specified in the Data Sheet.
- 3.8 Costs may be expressed in currency (ies) listed in the Data Sheet

4. SUBMISSION OF PROPOSALS

- 4.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.
- 4.3 The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.

5. PROPOSAL EVALUATION

- 5.1 A two-envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score,¹ as indicated below:

Technical Proposal

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

Financial Proposal

Quality cum Cost Based Selection

- 5.3 The financial proposals of the three top-ranking qualifying consulting firms on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- 5.4 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (F_m) among the three shall be given a financial score (S_f) of 100 points. The financial scores of the proposals shall be computed as follows:

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

F

(F = amount of specific financial proposal)

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

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

6. NEGOTIATION

- 6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract.

- 6.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.
- 6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff month rates).
- 6.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un -expected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

7. AWARD OF CONTRACT

- 7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/initialing of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected.
- 7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIRMATION OF RECEIPT

- 8.1 Please inform the Client by telex/facsimile courier or any other means:
- i) that you received the letter of invitation;
 - ii) whether you will submit a proposal; and
 - iii) if you plan to submit a proposal, when and how you will transmit it.

(Syed Ali Irfan Rizvi)
Cantonment Executive officer
Chaklala Cantonment Board,
Murree Road Rwp
Ph: 051-9270160
Fax: 051-9270150
cb.chaklala@gmail.com

LETTER OF INVITATION (LOI)

DATA SHEET

LOI

Clause

1.1 The name of the Assignment is: **DETAILED SUPERVISION OF CONSTRUCTION OF CB RAHEEL SHARIF MEDICAL & DENTAL COLLEGE, RAWALPINDI**

The name of the Client is: Chaklala Cantonment Board, Rawalpindi

1.2 The description and the objectives of the Assignment are as per TOR

1.3 Phasing of the Assignment (if any): Yes As per TOR

1.4 Pre-Proposal Conference: if yes, indicate date, time and venue.

Yes, on 29-08-2019 at 1100 Hrs in the Conference Room, Office of the Cantonment Board Chaklala, Murree Road , Rwp on Technical Matters: Cantonment Executive Officer, Chaklala Cantonment Board

General Matters: Cantonment Executive Officer, Chaklala Cantonment Board

1.6 The Client shall provide the following inputs: As already given in the TOR

1.8 The Invited firms are:

All well reputed firms possessing the technical capability as specified in the TOR's

2.1 The Documents are:

- a. Letter of invitation (LOI)
- b. Instructions to consultants (ITC)
- c. Sample formats for
 - i. Technical Proposal
 - ii. Financial Proposal
- d. Terms of Reference

Note: The contract document will be based on the standard format for hiring of consultants as applicable in federal govt. organizations including the contract format of MES

f. Appendix-A: TOR and Background information

g. Appendix-B: Man-Months and Activity Schedule

h. Appendix-C: Clients Requirements from the Consultant.

i. Appendix-D: Personal Equipment, Facilities and other Services to be provided by the client.

i. Appendix-E: Copy of Model Agreement/ Draft of contract and Appendixes etc.

k. Form of contract (for consultants to perform services as a Joint Venture)

2.2 The address for seeking clarification is: CEO, Chaklala Cantonment Board.

- (ii) The same sub-consultant may participate in several proposals

As mentioned in the TOR

- (iii) The estimated number of key professional staff months is: _____

- iv) Proposed key staff shall be permanent employees who are employed with the consultants at least six months prior to submission of Proposal.

As mentioned in the TOR

- (v) The minimum required experience of proposed Key staff is [Position; minimum academic qualification, special training etc., number of years of professional experience, number of years/minimum number of similar projects for specific expertise]:

S.No	Description	Qualification	No.
1.	Resident Engineer/ Team Leader	BS Civil Engineering, with 15 Years of Building Projects	1
2.	Assistant Resident Engineer	BS Civil Engineering, with 10 Years of Building Experience	2
3.	Material Engineer	Material Engineer with 07 years' Experience	1
4.	MEP Engineer	Electrical/Mechanical Engineer with 10 years' Experience as MEP Engineer	1
5.	Quantity Surveyor	DAE Civil, with 15 years' experience of Building projects	1
6.	Site Supervisor	BS Civil Engineering with 04 years' Experience or DAE Civil with 10 years' experience	2
7.	Surveyor	DAE Civil or Surveyor Course with 10 years' experience	1
8.	Assistant Surveyor	DAE Civil or Surveyor Course with 2 years' experience	2
9.	Lab Technician	Diploma/Certificate of lab technician with 3 years' experience	1
10.	Office Clerk	BA/BSc with 2 years' experience	1

3.4 (vi) Training is an important feature of this Assignment:.

N.A

(vi) Additional information in the technical proposal includes: N.A

3.7 Professional liability, insurances (description or reference to appropriate documentation): _____

4.1 The number of copies of the Proposal required is: One original and three copies.

Technical Proposal

01 Original and 03 copies with CD (Soft for complete technical proposal in PDF form) in sealed envelop and 03 copies

Financial Proposal

01 Original with CD (Soft form of complete financial proposal in PDF form as well as in MS word/excel) in sealed envelope

4.2 The address for writing on the proposal is : Executive Officer, Office of the Chaklala Cantonment Board, Murree Road Rawalpindi

Telephone: 051-9270160

Cable: NA

Telex: N.A

Facsimile: 051-9270150

4.3 The date and time of proposal submission are: As per Advertisement

4.4 Validity period of the proposal is (days, date): 180 days

The location for submission of proposals is: Cantonment Executive Officer, , Chaklala Cantonment Board, Murree Road, Rawalpindi

Phone: 051-9270160

Fax: 051-9270150

5.2 The points given to each category of evaluation criteria are:

<u>Description/Items</u>	<u>Points</u> *
i) Specific experience of the consultants Related to the Assignment	10
ii) Adequacy of the proposed Work Plan and Methodology in responding to the TOR	30
iii) Qualification and competence of the Key Staff for the Assignment	60
Total Points:	100

- The points earmarked for evaluation sub-criteria for suitability of Key staff are:-

	(i) Academic and General qualifications	[30]
	(ii) Professional experience related to the Project	[60]
	(iii) Knowledge of language(s)	[5]
	(iv) Status with the firm (Permanent & duration with Firm)	[5]
	Total Points:	100

The minimum qualifying technical score 70 Points.

5.3 The date, time and address of the financial proposal opening are:-

5.5 The weights given to the Technical and Financial Proposals are:-

Technical: 0.8

Financial : 0.2

7.2 The Assignment is expected to commence on 23rd September, 2019

Location: Chaklala Cantt

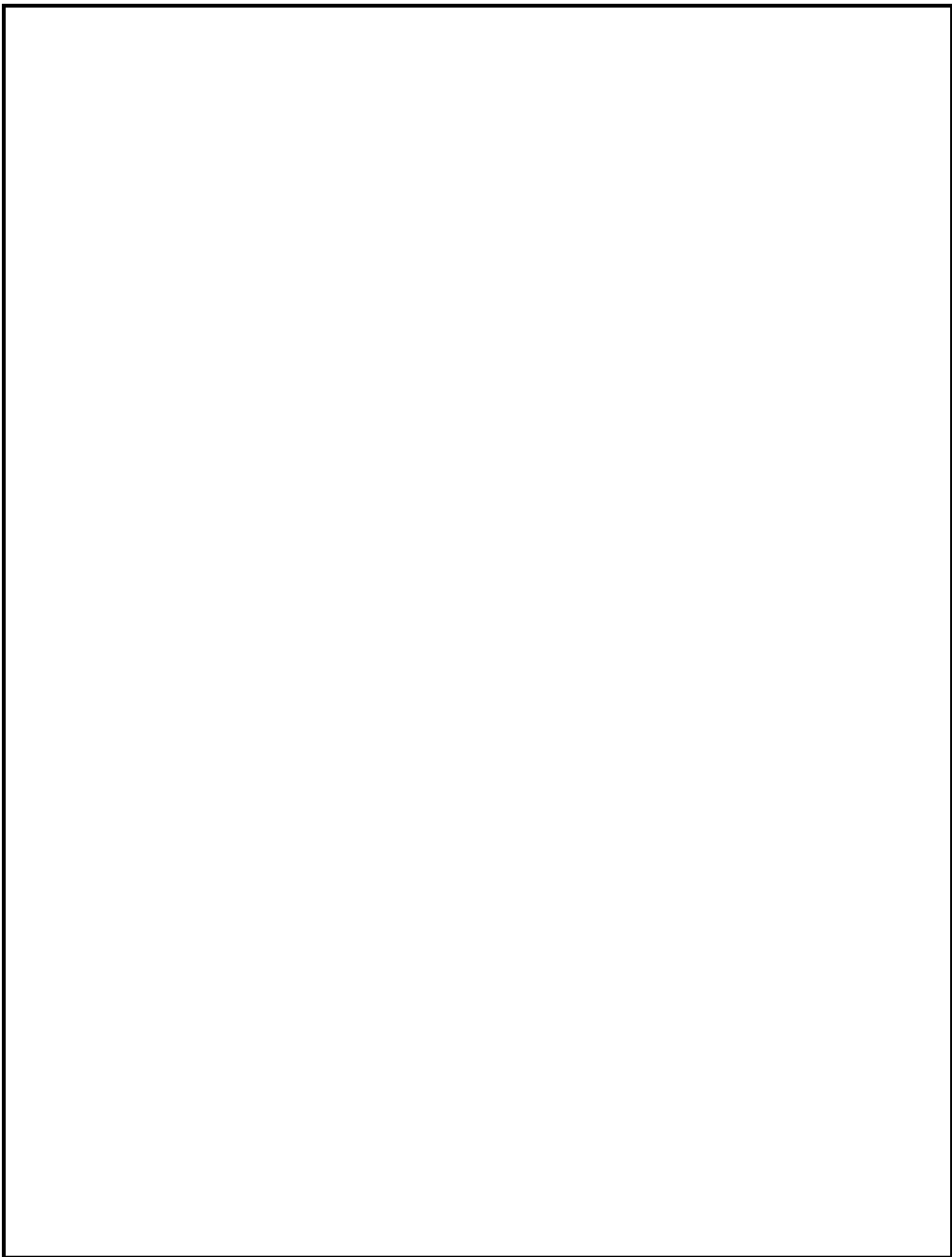
Sincerely,

[Chaklala Cantonment Board]

Enclosures

- Terms of Reference/background Information
- Sample Forms for:-
 - Technical Proposal
 - Financial Proposal
- Draft Form of Contract

CRITERIA FOR EVALUATION OF TECHNICAL PROPOSALS



(CB RSM&DC)
EVALUATION OF TECHNICAL PROPOSALS

Form 5.1

I. QUALIFICATION/EXPERIENCE OF FIRM: MAXIMUM POINTS 1000

Name of the Firm: _____

Sr. No.	Project Components	Weightage	Points	ACTIVITIES				Points
		Percentage		Survey/ Investigation/ Planning	Design of Project	Procurement	Construction Supervision	
				10%	30%	20%	40%	
A.	Experience on Similar Project of matching magnitude/ complexity	80 % of 100	80	8	24	16	32	
(a)	SPECIFIC	75% of 80	60					
	i) R.C Frame structure (at least 4 storeys)	70%	42					
	ii) Auditorium	30%	18					
	Sub-Total (a):-		60					
(b)	GENERAL							
	Drains, Roads, bridges, flyovers (maximum credit for 05 Projects)	25% of 80%	20					
	Sub-Total (b):-	100%	20					
B.	Experience in similar Regions (Rwp)	10% of 100	10					
C.	OTHER FACTORS	10% of 100	10					
	a. Home Oficce Support	100	10					
	Sub-Total (c):-	100%	10					
	Total Points Under-I							

Form 5.2
Maximum Points: 300

ITEM DESCRIPTION	WEIGHTAGE	
	% AGE	POINTS
a. Understanding of objectives	10% of 300	30
b. Quality of Methodology for quality assurance of	30% of 300	90
i) Workmanship	30	
ii) Material	40	
iii) Implementation management	30	
c. Innovativeness	10% of 300	30
Sub-Total (c):		
d. Work Programme	30% of 300	90
- Activity Schedule	35	
- Team Organization	20	
- Staff Duty Matrix	10	
- Staffing Schedule	25	
- Estimate of Staff Months	10	
Sub-Total (d):	100	75
e. Framework for vetting and verifying requests for payments	15% of 300	45
f. Proposal Presentation	5% of 300	15
- Conciseness	30	
- Clarity	30	
- Completeness	40	
Sub-Total (g):	100	12.5
Total Approach & Methodology	100%	300

Maximum Points: 600

ITEM DESCRIPTION	WEIGHTAGE	
	% AGE	POINTS
Resident Engineer/ Team Leader	25	150
Assistant Resident Engineer	15	90
Material Engineer	15	90
MEP Engineer	15	90
Quantity Surveyor	5	30
Site Supervisor	5	30
Surveyor	5	30
Assistant Surveyor	5	30
Lab Technician	5	30
Office Clerk	5	30

<u>Eelements</u>	<u>Percentage Points</u>
i) Academic and General Qualifications	30
ii) Professional experience related to the Project	60
iii) Knowledge of Languages	5
iv) Status with the firm	5
Total Points	100

(TITLE OF THE PROJECT)
EVALUATION OF TECHNICAL PROPOSALS

EVALUATION OF KEY PERSONNEL

Maximum Points: _____

Name of the Firm : _____

Position : _____

Name of Nominated Staff : _____

Description	Maximum Weightage	Points	Status	Points Awarded
	Percentage			
ACADEMIC AND GENERAL QUALIFICATION	30%			
B.Sc. Engg. (Specified Discipline)	70			
M.Sc.Engg. (Specified Specialization)	20			
Ph.D. Engg	10			
Sub-Total (A):-	100			
PROFESSIONAL EXPERIENCE RELATED TO ASSIGNMENT (minimum experience as mentioned 3.3(v))	60			
Experience in Lead Position (specified Requirement)	40			
Experience as Senior Professional	30			
(i) Relevant Experience (90 %)				
(ii) Genetral Experience (10 %)				
Experience as Junior Professional	30			
(i) Relevant Experience (90 %)				
(ii) Genetral Experience (10 %)				
Sub-Total (B):-	100			
KNOWLEDGE OF LANGUAGES	5			

English	60%		
Urdu	20%		
Regional Language (Sindhi, Balochi, Pushto, Punjabi)	20%		
Sub-Total (C):-	100		
STATUS WITH THE FIRM	5		
Permanent Employee	100%		
Sub-Total (D):-	100		
Total (A+B+C+D):-	100		

STANDARD FORMS

APPENDIX-I

TECHNICAL PROPOSAL FORMS

FIRM'S REFERENCE

**Relevant Services Carried Out in the Last Ten Years
Which Best Illustrate Qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current USD/Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Co-ordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		

Consultants' Name: _____

PRESENT STAFF DEPLOYMENT

(As of _____)

Major Project(s) Presently Undertaken

Project Name	Location	Associates(s)
---------------------	-----------------	----------------------

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

**APPROACH PAPER ON METHODOLOGY PROPOSED
FOR PERFORMING THE ASSIGNMENT**

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

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

1.

2.

3.

4.

5.

Etc.

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: _____
2. Name of Firm: _____
3. Name of Staff: _____
4. Profession: _____
5. Date of Birth: _____
6. Years with Firm: _____
7. Nationality: _____
8. Membership in Professional Societies: _____
(Membership of PEC is Mandatory)
9. Detailed Tasks Assigned on the Project: _____

10. Key Qualifications:

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

11. Education:

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

12. Employment Record:

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

13. Languages:-

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

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

Signature of Staff Member

Date: _____
Day/Month/Year

or:

Authorized official from the firm

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/Activities	Monthly Programme from date of assignment (in the form of a Bar Chart)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Completion and Submission of Reports

Reports	Date
1. Inception Report	
2. Interim Progress Report(s) <ul style="list-style-type: none"> - Monthly - Quarterly - Yearly 	
3. Draft Completion Report	
4. Final Completion Report	

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

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

Full Time: _____

Part Time: _____

Activities Duration _____

Yours faithfully,

Signature _____
(Authorized Representative)

Full Name _____
Designation _____
Address _____

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

1. Technical/Managerial Staff

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

APPENDIX-II

FINANCIAL PROPOSAL FORMS

BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: _____ Firm: _____

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

Notes:

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

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

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

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

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

Full Name: _____

Signature: _____

Title: _____

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

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

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

S.No.	Name	Position	Staff-Months	Monthly Billing Rate	Total Estimated Amount (Rs.)
II	Non-Technical Staff				
		Sub-Total:			

DIRECT (NON-SALARY) COSTS

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

S.No.	Nomenclature	Unit	Quantity	Unit Price	Total Amount
7.	Communication expenses				
8.	Cost for Survey/Investigations				
9.	Cost for Model Studies				
10.	Cost for O&M of Labs/Testing of Material				
11.	Legal/Accounting/Software/Special Consultants and other similar Costs				
12.	Drafting/Reproduction of Reports				
13.	Professional liability cost				
14.	Office/Drafting Supplies				
15.	Similar other costs not covered under other Heads				
Total:					

SUMMARY OF COST OF CONSULTANT

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

TERMS OF REFERENCE (TOR's)
FOR SELECTION OF
ENGINEERING CONSULTANT FIRM
FOR RESIDENT CONSTRUCTION SUPERVISION OF
RAHEEL SHAREEF MEDICAL COLLEGE, RAWALPINDI

1. INTRODUCTION

- 1.1 This Section outlines requirement about construction supervision services to be provided by the Consultant.
- 1.2 The Consultant is required for full time post cost- contract resident supervision quantity surveying and project management consultancy services in accordance with Consultancy Services Agreement (CSA), and all relevant notices or circulars issued from time to time by Chaklala Cantonment Board (CCB), the Client.
- 1.3 The Consultant shall review and assist CCB with the coordination and the construction of the Project from a qualitative perspective, safety and logistical issues. All communications, coordination and management of issues related to quality, time and cost will be the sole responsibility of the Consultant. The consultant shall, as part of their professional obligation, promptly identify and report without fail on all such issues and items effecting the success of the project. Final authority over all matters including time and money will, however, rest with CCB. The consultants staff for the post contract and supervisions services will supervise the works, make recommendations to the CCB on contractual issues as and when requested, and perform quality control reviews as well as advise and assist on cost related issues. Any input assistance, collaboration or coordination that may be required to or provided by other consultant(s), shall not absolve the consultant from his obligations.

2. DESCRIPTION AND SCOPE OF SERVICES

2.1 General

2.1.1 The Consultant shall undertake the duties assigned to 'the Engineer' in the Conditions of Contracts between CCB and the Contractor(s) for the Project. The word 'Contractor(s)' include but is not limited to any General Contractor(s), Specialist Contractor(s), and any other contractors or consultants engaged by CCB for completion of the Project. These duties, responsibilities and obligations shall include the duties and functions of "the Engineer' under the Construction Contracts except for the duties excluded as per the Conditions of the contracts signed between CCB and the Contractors (referred herein as the "Construction Contracts') The Consultant shall obtain 'specific approval' of the Client (CCB) before taking any action with regards to the following:

- a) Consenting to sub-letting of any part of the Works under "Subcontracting'
- b) Certifying additional cost determined under Not Foreseeable Physical Obstructions or Conditions'.

- c) Any action relating to "Performance Security" and "insurances ".
- d) Any action relating to "Suspension'
- e) Any action relating to "Extension of Time for Completion”.
- f) Any action relating to "liquidated Damages for Delay' or Payment of Bonus for Early Completion of Works
- g) Issuance of "Taking Over Certificate"
- h) Issuing or Instructing a Variation, except
 - a. In an emergency situation as stated here below and
 - b. If sum of all such variations during the Contract period would Increase the Contract Price by less than the ceiling amount stated fixed for the subject project as per rules and regulations
- i) fixing rates of price for variations
- j) Extra Payments as a result of the Contractor's Claims under any of the conditions of Construction Contract or otherwise in connection with the Construction Contract
- k) Release of Retention Money to the Contractors
- l) Issuance of "Final Payment Certificate(s)
- m) Issuance of Defects Liability Certificate(s),
- n) To use "Termination Clause' of the Conditions of Contract.
- o) Any other limitation(s) indicated in construction Contract(s).

2.1.2 The Consultant shall have no authority to relieve the Contractor(s) of any of the obligations under the Construction Contract(s).

2.1.3 Advise the Client and the Contractors on all matters regarding the requirements and interpretation of the Construction Contract documents.

2.1.4 Provide the services of staff in accordance with the CSA.

2.1.5 Provide complete site supervision services involving, but not limited to, full inspection of materials on site and at batching/manufacturing/ supply plants, equipment, goods, machinery, and all other manufactured goods; monitoring the schedule, arranging trade tests and samples for testing, evaluating and interrogating all necessary testing, and verify accurate calibration of equipment and staff. Conduct full inspection, check and verify requirements of the contractors temporary and permanent works-in-progress, including review and approval of shop drawings, and all works items and components finished both on site and off site - prefabrication yards etc. - to confirm and audit works construction quality to specification, drawings and Contractual requirements. Inspection of the Works, amongst other inspection requirements, shall cover all the stages of construction and in particular pre and post stages for all embedded and covered works, excavations, foundations, reinforcement quality and placement, piling MEP, finishing, architectural, structural, HVAC, Fire Fighting etc.,. Responding to

the contractors' clarification requests (Requests for information -RFIs) in close liaison with the, as and when required.

- 2.1.6 The Consultant may propose any alterations to the design necessitated by the site conditions throughout the Contract Duration. However, such alterations shall be submitted to the designer and CCB for review and approval.
- 2.1.7 The Consultant shall comply with the provisions of the specifications regulations, terms and conditions, standard procedures and requirements stipulated within the documents of CSA and the Conditions of Construction Contracts.
- 2.1.8 The Consultant shall exercise all reasonable skills, care and due diligence in a highly professional way in the performance of the Services, and shall carry out his duties and obligations as set out in the Agreement.
- 2.1.9 If in the opinion of the Consultant /Engineer, an emergency occurs affecting the safety of life or works or adjoining properties, the Consultant/ Engineer may, without relieving the Contractor of any of his duties and responsibilities under the Construction Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the consultant/ the Engineer, be necessary to mitigate or reduce the risk.

2.2 Resident Supervision

- 2.2.1 The Site Supervision Services to be carried out by the Consultant shall involve, but not limited to, the following for the duration of the construction contracts. The Consultant shall provide the necessary supervisory staff to be employed during the period of Implementation in executive and supervisory capacities in respect of the construction contracts. The Consultant will be appointed to act as "the Engineer" for the implementation of the Project. It will be the responsibility of the consultant to supervise all operations on behalf of the Client / CCB and to ensure that the construction work by the contractor is carried out in an expeditious manner while ensuring highest quality of work and workmanship in accordance with contract documents.
 - a. The consultant shall Issue notice to the Contractor to proceed as per the general conditions of contract in coordination with the Client/CCB.
 - b. Supervise the setting out buildings within the site as per the Master Plan.
 - c. Review, scrutinize and approve all Shop drawings submitted by the Contractor.
 - d. Review, approve and monitor the Contractors' construction method statements, risk assessments, shop drawings, project execution plan, project quality assurance & quality control plan, inspection and test plans and the like.
 - e. Review, approve and monitor Contractors' site management plans and diversions and their maintenance.
 - f. Inspection of all temporary and permanent works, materials, manufactured goods, Plant & Equipment arranging sampling and testing as appropriate,

Factory Acceptance Testing (FAT), rejection of sub-standard / non-conforming works and materials, enforcing construction to the highest Qualitative specification, ensuring appropriate Consultant supervision resources present on site for duration of the Construction Contracts.

- g. Review and approval of Contractors' materials submittals in accordance with the Specifications.
- h. Review and approval of Contractors proposed Sub-contractors and make recommendations to the Client/CCB
- i. Evaluate and monitor added value requirements and in particular undertake value engineering evaluations of Contractors' proposals (if any).
- j. Reviewing, analyzing, approving and monitoring the Contractors' Work programs, their updates and revisions, procedures for cost control, change control, risk management, document management and reporting, advising on misnomers, rescheduling requirements all in accordance with industry best practices.
- k. Keeping complete records of all works executed daily and contemporaneously.
- l. Promptly advising the Client/CCB in the event of persistent failure by the contractor to comply with the Construction Contract Documents and in the event of unsatisfactory rate of progress and poor quality of the Works.
- m. Reviewing and recommending proposals for proposed changes and preparing Site Instructions as directed by the Client/CCB, as the case may be.
- n. Reviewing and assessing Contractors' submittals regarding correction of non-conforming works.
- o. Evaluation and recommendation of the cost of Contractors' design/alteration proposals and Variations. .
- p. Reviewing the contractors project specific plan in accordance with their contractual requirements
- q. Review evaluation, approval, Implementation and regular monitoring of the Contractors' site Health, Safety & Environment (HSE) and Quality Assurance / Quality Control procedures & processes and advice improving standards, as directed by the Client/CCB. This also includes reviewing and ensuring compilation of the HSE file and Quality Assurance Records.
- r. Presentations and reports to the Client/CCB and higher authorities.
- s. Close Liaison and Coordination with other authorities, outside agencies and departments within or outside Chaklala Cantonment, as directed/required by the Client/CCB.
- t. Periodic checking of the principal survey Points line and level of works to ensure work is carried out as per the Contract Documents.

- u. Evaluation, verifications, scrutiny, certification and approval of monthly interim payment requests by the Contractors. The Consultant will ensure and certify the running /interim Certificates for progressive payments based on BOQ's rates and final payment to the Contractor that the Works executed by the Contractor has been completed in all respects. The Consultant shall ensure certifying the monthly statements and final statements within the times specified in the respective Construction Contracts and forward the same to the Client/CCB for arranging payment.
- v. Preparation and review/evaluation/recommendation of, Variation Orders including determination of Unit Rate(s) and justification for the variation Items
- w. Review, evaluation and recommendation of Contractors' claims.
- x. Advising the Client /CCB on the contractual matters as and when requested.
- y. Advising the Client /CCB, at appropriate time, whenever any contractual action or obligation is due or about to become due on part of the Client/CCB.
- z. Reviewing Contractors' Guarantees. Securities and Insurances and keeping a track of expiries thereof.
- aa. Participation, as necessary, at dispute resolution/arbitration proceedings.
- bb. Adhering and ensuring compliance with standard policies, guidelines, manuals (such as QA/QC manual etc.), procedures and forms prepared by the Client/CCB for Project Management purposes. Upon commencement of services, the Consultant may request the Client/CCB for a copy of such documents.
- cc. Arranging for the commissioning of permanent Works including electrical and mechanical installations and arrange and supervise all required commissioning/ acceptances including Tests on Completion, by all concerned parties.
- dd. Evaluation at Practical/Substantial completion and issuance of Taking Over Certificate(s), Maintenance certificate (s), Defects liability Certificate(s) and Performance Certificate(s), as applicable, after approval of the Client/CCB.
- ee. Preparing lists of defective and incomplete works (snag lists) and arranging for maintenance work during the maintenance or defects liability or defects notification periods and arrange final inspections.
- ff. Producing, agreeing and managing procedures for handover to operation and maintenance in accordance with applicable contracts.
- gg. Final account including analysis and recommendations on all claims.
- hh. Reviewing and revising Contractors' As-built Drawings and Records reflecting in detail as-built conditions and preparing all Documents to allow the Client to operate and maintain the works. Delivering the

aforesaid documents to the Client/CCB after scrutiny and within the time to be indicated by the Client/CCB Project Team.

- ii. All the above responsibilities shall cover the entire project duration starting from the Commencement date till the issuance of last taking over certificate.

2.3 Project Controls

- 2.3.1 The Consultant shall be responsible for controlling the time and cost of the Project. The Consultant shall closely monitor the progress of works, cash flow requirements, etc. in accordance with the requirements of programs license and documents associated with complying with such requirements.
- 2.3.2 The Client/CCB is using Primavera system enterprise-level scheduling tool, Primavera P6. The Consultant shall use Primavera P6 for all planning and scheduling needs and advise the Contractors to use the same application.
- 2.3.3 Within 07 days of receipt of the Contractors' updated work programs (every month), the Consultant shall review and analyze the same and forward it to the Client/CCB. The Consultant shall also provide Comments / recommendations to the Client/CCB for recovery against any delays or lags in the planned progress of the Project. After consultation with the Client/CCB, the Consultant shall follow up with the Contractors for compliance with such recovery schedules.
- 2.3.4 The Consultant shall be responsible for review, evaluation scrutiny and analysis of the Contractors' Extension of Time Claims (using Primavera P6) and submit their detailed recommendations to the Client/CCB duly supported by cogent justifications.
- 2.3.5 The Consultant shall review the Project Execution Plan (PEP), to be prepared by the General Contractor for the Project detailed methodologies and project control systems.

2.4 Quality Control & Assurance

- 2.4.1 The Consultant shall, as a minimum, provide the following services as part of the quality control and assurance:
 - a) Supervising testing activities in the Contractors' laboratory to assure that tests are properly carried out.
 - b) Collate test results and issue a checked and verified copy thereof to the Client /CCB.
 - c) Monitoring and witnessing of the Contractors sampling and testing to ensure compliance with testing procedures and reporting any non-compliances (NCRs).
 - d) Recommending Corrective Actions for the NCRs and ensuring that all NCRs are closed as per the recommended corrective actions in a timely manner.

- e) Periodic checking of calibration & certification, as applicable, of all laboratory equipment.
- f) Reviewing of materials testing results to ensure compliance with Specifications. Recommendations to the Client/CCB regarding how corrective action is implemented in the case of unacceptable results, and how borderline materials are dealt with.
- g) Sample taking jointly with Contractors' staff for required independent testing.
- h) Reviewing of all independent laboratory test results submitted by the Contractors as part of the material approval process.
- i) Witnessing of all tests required as part of the commissioning of the works.
- j) Ensuring the compliance by the Consultant's own staff and by the Contractors of the Health, Safety & Environment (HSE) Specification requirements as per the Contract Documents and applicable laws.

2.5 Post-Award Costing & Quantity Surveying

2.5.1 For the provision of these services the Consultant shall employ the Industry's best Quantity Surveying/Practices in compliance with the requirements of the Client/CCB

2.5.2 The scope of services as outlined herein and in particular, the Consultant shall note that it is responsible for the activities listed below. This list is non-exhaustive and may be amplified or added to, at the discretion of the Client/CCB, as necessary:

- a) The Consultant is to note that adherence to the approved budget is of paramount importance and regular cost planning exercises shall be required throughout the post contract phase to ensure that the awarded contract sum is not exceeded.
- b) The Consultant is to forewarn the Client/CCB immediately if the Consultant considers that the budget is being exceeded and is to offer suggestions and recommendations to rectify the situation.
- c) Evaluation of works and recommendation for payments. This includes, without limitation, verification, scrutiny, certification and approval of monthly Interim payment requests by the Contractors against the actual non-defective work done at site. The Consultant will ensure and certify the running/interim certificates for progressive payments based on contractual rates thereby confirming that the Works executed by the Contractor have been completed in all respects. The Consultant shall ensure certifying the monthly statements and final statements within the times specified in the respective construction Contracts and forward the same to the Client/CCB for arranging payment.
- d) The Consultant shall prepare Final Accounts incorporating all variation Orders, Site Instructions and re-measured items which shall be completed within 30 calendar days of the completion

certificates for Works being issued by the Consultant/the Engineer after approval of the Client/CCB. The format of the Final Accounts shall be to the approval of the Client/CCB.

- e) Monthly check on works completed.
- f) Preparation of Monthly schedules of works completed to form the basis of agreement for interim payments.
- g) Evaluation and preparation of contract variation orders.
- h) Maintain records of materials delivered to site and collate delivery invoices
- i) Maintain daily records of Plant, Equipment, Machinery and manpower of the Contractors.
- j) Attending and making measurements and computation of quantities of the completed works as per requirements of the Construction Contracts and those of the Client/CCB, computing quantities and costs of the balance works or any other work which is about to be covered, and maintain permanent records of all such measurements as the basis for progressive payments to the Contractors and keep the measurement documents and records in safe custody.
- k) Providing Cost to Complete as and when requested. This shall include without limitation, cost forecast, price adjustment projections, potential variations & darns, balance works etc.
- l) Reviewing and verifying cash flow projections prepared by the Contractor(s).

2.6 Project Management Services ("PMS")

2.6.1 The Consultant shall be fully and ultimately responsible to manage the Project as per the best industry practices.

2.6.2 The Consultant shall be responsible for the interface management and the integration of work packages. The obligations in this context shall include, but will not be necessarily limited to, the following:

- a) Managing coordination of all elements of the Project i.e., coordinating tasks, resources, stakeholders, and any other project elements.
- b) Identifying and managing interface risks between the stakeholders.
- c) Anticipating interface Issues or scenarios that can or will impede progress, and have advance measures In place to avoid situations that could negatively impact CCB's projected completion goals and budget.
- d) Convening regular meetings between stakeholders to identify and manage new interfaces and issuing collaborative interface reports to capture particular interface workings or outcomes and mutual distribution of work requirements as per respective contracts.

- e) Identifying and assessing mutual dependencies and sequencing the Works in a manner to avoid any delays, rework, extra work or any oversight.
- f) Managing coordination and sequencing among Civil, MEP, works etc.

2.6.3 The Consultant shall be responsible to prepare, update (monthly) and revise a Master Baseline Schedule using Primavera P6. The Master Baseline Schedule would be an Integrated Project Schedule (IPS), in which all tasks, activities, resources, stakeholders, work packages, disciplines, phases, processes, etc. must be taken into account. The IPS should be prepared within the first month after commencement and it should be revised, as and when needed, particularly whenever a new stakeholder joins the Project. The IPS should be so designed that it provides complete information regarding the below:

- a) Independent Progress Status of various work packages
- b) Mutual dependencies of various stakeholders
- c) Status of key milestones
- d) Overall progress status of the Project
- e) Project Completion Date and budget
- f) Earned Value Measurement Parameters (Schedule, Performance Index-SPI, Cost Performance Index- CPI, Schedule variance -SV, Cost Variance-CV etc.)

2.6.4 The Client/CCB, at its discretion, may identify further requirements to the Consultant for preparation, revision and updating of the IPS.

2.7 Inspection of Drawings and Documents

The Consultants are required to employ computerized methods in carrying out the work of all surveys. Drawings or documents produced by the Consultant shall be recorded in digital form; the Consultant shall provide the Client/CCB with copies of these records in a format approved by the Client. Drawings shall be in a format suitable for input to the latest version of AutoCAD and agreed in advance with the Client.

2.8 Ownership

All data, drawings and documents prepared under this project shall, after being approved by the Client, become the property of the Client/CCB. All such data, drawings and documents shall not be subsequently altered without the prior permission of the Client/CCB.

2.9 As-Built Drawings and Records

The Consultant's responsibilities with regards to reviewing and approving of As-built drawings and records are as follows:

- 2.9.1 The consultant shall review, revise and approve the Contractors' drawings reflecting in detail the As-built conditions of the project. All final approved As-built documentation shall be stamped and signed "Approved As-Built Records" by the Consultant accordingly.
- 2.9.2 On conclusion of reviewing, revising and on final approval by the Consultant of the Contractors' As-built drawings and documentation, the Consultant shall prepare and put together a complete 'As-built Documentation Package' for the project and deliver it to the Client.
- 2.9.3 The 'As-built Documentation Package', shall be reviewed by the Consultant and include the following documents, without limitation. The Consultant shall obtain these documents from the Contractors' in required number of copies:
 - a) Five prints of every drawing issued by the Consultants, Contractors, Specialist Sub-Contractors and Suppliers, marked up to show the whole of the Works as built.
 - b) The copies of all manufacturers' manuals issued in connection with the Works.
 - c) Two copies of every report, piling record, test result, site Instruction, or correspondence issued or received in connection with the Site Monitoring of the Works.
 - d) All Utility Services approvals from all relevant agencies, if applicable.
 - e) As-built surveys.
 - f) Complete Room Data Sheets and Inventory of fixtures, fittings, furniture, equipment, tools, spares, plants, ancillaries etc. supplied, installed, erected and commissioned at the Project
 - g) Soft (MS Word, Excel, Power point, PDF and CAD) files (or the above documents, as applicable)
- 2.9.4 All of the above shall be replicated in digital form in the appropriate electronic format software, etc. and be submitted to the Client.
- 2.9.5 The Consultant shall maintain an Independent record of all data pertaining to the As-built records and shall ensure that the Contractors maintain their data and information up to date. The Consultant shall ensure that access to the Contractors' files is available to the Client/CCB at any time.
- 2.9.6 The staff deployed by the Consultant based either on the site or supported by main or sub offices, shall be fully conversant with the preparation of digital designs and As-built records of the type specified in the contract for the works.
- 2.9.7 The Consultants site staff shall be responsible for checking all data gathered by the Contractors in the development of the data base (or the preparation of the As-built drawings, and (or conducting checks of actual

- works for the determination of the accuracy of the data collected and approve and stamp the drawings prepared by the Contractors.
- 2.9.8 As built drawings shall be prepared in the latest version of AutoCAD and shall be in a suitable format for use of the Client/CCB.
- 2.9.9 The Consultant shall ensure that as-built drawings and records are produced as the work progresses and that a final and completed set of as built drawings are provided within time to be specified by the Client/CCB.
- 2.9.10 On completion of the Services of the Consultant, the Consultant shall deliver to the Client/CCB in digital form on CD the complete file system for the project, fully indexed and cross referenced, together with original drawings provided for the purpose of execution

3. REVIEW PERIOD

The consultant is expected to provide reviews, feedbacks and approvals to the Contractor(s) and the Client in a timely manner to allow the execution of the Works in an expedient manner and without any delay. Unless otherwise specified in the Construction Contracts, the Consultant shall not consume more than fourteen (14) calendar days, in total, to review any of the documents/submittals/claims etc. that will be submitted to the Consultant.

4. SITE SUPERVISION STAFF RESOURCES

4.1 General

- 4.1.1 The Consultant shall be responsible for the provision of suitably qualified staff to carry out the services to the standard required by the Client/CCB. The site staff positions that will be required during the delivery of the services are indicated at the end of these TORs/CSA. The Consultant's resourcing will be subject to the approval of the Client/CCB.
- 4.1.2 Proposed team definition of the Consultant's Resident Supervision Staff at the end of these TORs indicates minimum requirements as determined by the Client/CCB. If the Consultant considers that it is necessary to engage any other staff in his team for satisfactory performance of its obligations, the Consultant must include the costs thereof in the fee offer. No extra payment will be made, and no additional position will be allowed other than those agreed in the CSA.
- 4.1.3 All the key Personnel shall be interviewed by the Client/CCB and the Consultant must obtain the Client's approval prior to mobilizing any of them at Site.
- 4.1.4 The Client shall accept no responsibility for the procurement of visas (for any foreign personnel), accommodation or transport for any member of the Consultant's staff employed on the Project.
- 4.1.5 The Consultant shall ensure that all Key Personnel hold a valid Pakistan Engineering Council (PEC) License at all times.

- 4.1.6 The Client shall have the full authority to disqualify any staff on the technical grounds or if one is not performing his duties to the satisfaction of the Client.
- 4.1.7 If the Project is not completed within the original 'Time for Completion' due to the delays on the Project, the remuneration for the extended period will be paid based on the original billing rates stipulated in CSA. The original billing rates shall be deemed to be fixed for the original as well as the extended period, unless stated otherwise in the conditions of the CSA. However, the team definition may be re-adjusted by the Client as per budget requirements.

4.2 Working Hours for Staff engaged Full Time

- 4.2.1 All staff members who are engaged full time shall be based on Site.
- 4.2.2 The minimum working hours for Consultants site staff shall be eight (8) hours per day, six (6) days per week, excluding break time and as work may dictate from Monday to Saturday inclusive.
- 4.2.3 The Consultant's shall take into account the 'Time for Completion' and the nature of the construction Works and that it may be necessary for the Contractors to work outside normal hours or in more than one shift and / or on weekends, as may be required at Site. The Consultant shall, therefore, adjust its staff rotation in attendance accordingly or as may be directed by the Client/CCB, to ensure uninterrupted supervision of work activities. The Client/CCB shall be kept well informed of any such changes in working hours. No additional payments shall be made for such occurrences and costs thereof shall be deemed to be covered in the Consultant's rates. The remuneration must include any costs related to Consultant's office support as well.
- 4.2.4 The said staff is expressly prohibited to carry out any work, tasks or provide service for the Consultants other than that work, tasks or services directly related to the project or as directed by the Client/CCB.
- 4.2.5 The Client/CCB reserves the right to increase or reduce, if practicable, both the level and duration of supervision using the monthly rates quoted in the fee offer.

4.3 Staff Mobilization and/or Unauthorized Absence from the Site

- 4.4.1 The consultant shall mobilize its staff within fourteen (14) calendar days of the Notice to Commence Services to be Issued by the Client/CCB
- 4.4.2 In case of failure to provide the required staff within the specified duration, the Consultant shall be subjected to a deduction of the amount of the rate fixed for such member(s) of staff, for the entire duration of the delay.

- 4.4.3 If the Consultant fails to mobilize its staff within further Seven (07) days, the Client/CCB may appoint suitably qualified individual at its discretion and may back-charge the actual expenses to the Consultant.
- 4.4.4 In case of resignation/departure of any of the Consultant's staff, the Consultant shall be obligated to provide a suitable replacement. For smooth transition, project knowledge sharing and continuity of services, the Consultant shall ensure that there should be an overlap of at least fourteen (14) days between the predecessor and his successor.

4.4 Attendance Requirements

- 4.5.1 The Consultant shall maintain daily attendance record for the staff deployed on site and shall provide the records to the Client on fortnightly basis. The attendance record shall be retained by the Consultant and made available for audit as and when required. Invoice for monthly payments, time spent in offices or sites must be supported by a 'Monthly Timesheet' transcribed from the 'Daily Attendance Record' maintained in the site offices.
- 4.5.2 Full deduction shall be made for unauthorized absence of staff. For deduction purposes, the daily rate shall be calculated dividing the Monthly Rate by no of days in the corresponding month
- 4.5.3 For periods of vacation, the Consultant shall provide a replacement of similar qualifications to ensure continuity of service. The Consultant shall inform the Client/CCB in not less than four (4) weeks advance about staff vacations of anticipated long periods of absence. Replacements shall only be placed after their approval by Client. The alternative staff shall be required to overlap with the relevant permanent staff for at least seven (7) days.
- 4.5.4 The Consultant shall ensure that during vacations or long periods of absence of the designated and approved staff; suitable alternative staffing arrangements are made in agreement with the Client. The replacement staff shall have prior knowledge of the project and have similar qualifications and experience to ensure continuity of service.
- 4.5.5 The Consultant's staff, where necessary, shall be required to attend all site and other project meetings throughout the currency of the CSA, including the Period of Maintenance.

5. OTHER CONSIDERATIONS

- 5.1 The Consultant office shall provide necessary Head/Sub office support to the Engineer, referred to the fulfillment of their obligations during the time for completion and during the maintenance/Defects Liability/Notification

period of the Contracts being supervised. Unless stated otherwise in the conditions of CSA, the costs of any assistance, Input and/or travelling of the Consultant's head office staff shall be deemed to be covered in the once of CSA.

- 5.2 For the duration of the CSA, the Client may, at its sole discretion, assign up to two (2) engineers to the Site to work alongside the Consultant's Site staff. The dates and duration and agenda of attendance shall be agreed in advance with the Consultant. The Consultant shall be responsible for accommodating these engineers.
- 5.3 The Consultants will assist the Client in settlement of Audit Paras and Objections raised (if any) and prepare replies related to the Project and provide all the relevant documents/papers/letters etc. to support the replies and shall intimate the Client accordingly. The Consultant shall be responsible to provide support, cooperation. Input, documentation and replies during audit(s) conducted by the Client's internal or external auditors.
- 5.4 The Consultant shall coordinate with the end user of the Project to meet any specific requirements of the Project, as may be required by the Client.
- 5.5 All documents, reports, designs, research work and all deliverables prepared by the Consultant shall become and remain the property of the Client. Any future use of these documents and software by the Consultant shall not be done without the explicit permission of the Client.
- 5.6 The Consultant is advised to take account of and include the costs relating to running expenses of the Site Office for the entire period specified in the CSA.

6. REPORTING REQUIREMENTS

The Consultant will keep the Client continually informed on the progress of the works and all budgetary & financial matters pertaining to the project by submitting the following reports without limitation:

- 6.1 The inception report shall be provided 15 days after the date of start and shall cover the Project appreciation, Detailed methodology to meet the requirements of the TOR finalized in consultation with the "CCB" officials; including prudent and professional advise on scheduling of various sub- activities to be carried out for completion of various stages of the work, Task Assignment and Manning Schedule, Work program and Quality Assurance Plan (QAP) finalized in consultation with the "CCB";
- 6.2 Weekly progress reports including information on measurements of works executed equipment and material supplied to site used and/or stored - quality tests on earthworks. concrete works steel works and sewerage and water supply, construction material and equipment - Safety Measures - labor force - variation orders if any -- payment made to the contractor _ acceptance tests of structures, problems encountered and recommendations made by the consultants -

photographs recording (electronic/digital) the progress of work and other information as required by the Client.

- 6.3 Monthly progress reports, indicating the progress made since the submission of the previous report and commenting on the progress to date in relation to the program and whether completion of the work is likely to be advance or delayed. The Consultant shall obtain the Client's approval on the template of Monthly progress report.
- 6.4 The final report must first be provided in draft form for evaluation by the client.
 - This report is required to include detailed description of the project, project components, details of data, contracts, costs, organizational details of the participants, calculations, photographs, sketches, “as-built” drawings, soft and hard copies and software programs used/ generated during implementation of the project.
 - After approval of the draft, the final report may be submitted for formal approval
 - All the reports will be approved by the Cantonment Executive Officer (CEO) after evaluation by the Engineering Branch. All the reports must be provided in triplicate.
- 6.5 All presentation materials using Microsoft Power Point when asked to. The Consultant is expected to give several presentations relating to the work to the Client officials, Govt. Officials and other officials. The Consultant is also expected to assist presentations to be given by the Client.
- 6.6 Project completion report upon completion of works and/or consultant’s assignment.
- 6.7 The consultant is required to submit all project reports drawings and documents in the format listed below and recorded on computer media using software and formats standardized and approved by the Client. Costs associated with all items to be provided shall be deemed to be covered in the overall price submitted by the consultant.
- 6.8 In case if the consultant fails to adequately meet reporting requirements to the satisfaction of CCB. An appropriate deduction may be applied by the Client/CCB and recovery thereof may be made from any outstanding monies of the Consultant. Such action shall be without prejudice to any other recourse(s) that the Client/CCB may adopt under the CSA.

Table 1: Reporting Requirements

Sr. #	Description	No. of Sets	Frequency	Size & color
1.	Inception Report	02	02 weeks after start of	A-4 , Black

			work	& White
2.	Weekly Report	02	Weekly	A-4 , Black & White
3.	Monthly Report	02	Monthly	A-4 , Black & White
4.	Final Report	04	Final	A-4 , Black & White

7. DEFECTS LIABILITY PERIOD

- 7.1 Defect Liability period shall begin upon latest Taking Over among the Construction Contract(s) and will continue for the stipulated number of days as per the corresponding Construction Contract.
- 7.2 Perform periodic maintenance inspection visits during the Defects Liability Period visits, as and when required, will be conducted by the different disciplines engineers to ensure the proper working of the system.
- 7.3 To assess defects and/or construction damage(s) and warranty status on systems. Prepare and submit visit reports with progress on attendance of Punch List.
- 7.4 Check and recommend the final payment certificate(s) at the end of Defects Liability Period for the Client/CCB approval and comments.
- 7.5 Preparing a Final Report in a format agreed upon with the Client. This will summarize all the relevant aspects of the Project implementation, and specific recommendations on routine maintenance, highlighting locations requiring special care and attention. A suitable selection from the project photographic records shall be reproduced and included in the Final Report.
- 7.6 Staff to be deployed during Defects Liability Period shall be in accordance with the table annexed at the end of these TORs and the staff input will be intermittently spread over the Defects Liability Period.

8. CONSULTANT'S LIABILITY

Notwithstanding anything contained herein or stated elsewhere in the CSA, the Consultant shall remain completely responsible for all of his obligations stated in the CSA & these TORs and any failure or breach by the Consultant shall entitle the Client/CCB to recover the financial losses from any outstanding monies of the Consultant or through encashment of Performance Guarantee or through combination of any of these remedies.

9. PROFESSIONAL LIABILITY

Professional liability, as stands in the prevalent conduct and practice of Consulting Engineers prescribed by PEC and PPRA rules, shall be as follows:

- i. The Consultant selected and awarded the contract shall be liable for consequence of errors or Omissions on the part of the Consultant.
- ii. The Consultant shall also be liable for the consequences of its actions and/or all kinds of technical and contractual advice which it may give to the Client/CCB under the CSA.
- iii. The extent of liability of the Consultant shall be as per the upper/maximum limit mentioned in PPRA Rules
- iv. The Consultant shall be held liable for all losses or damages suffered by the procuring agency on account of any misconduct by the consultant in performing the consultancy services.

**MINIMUM STAFF TO BE ENGAGED FULL TIME
(EXCLUDING DEFECTS LIABILITY PERIOD)**

Table 3: Minimum Staff to be Engaged Full Time (Excluding DLP)

S.No	Description	Qualification	No.
11.	Resident Engineer/ Team Leader	BS Civil Engineering, with 15 Years of Building Projects	1
12.	Assistant Resident Engineer	BS Civil Engineering, with 10 Years of Building Experience	2
13.	Material Engineer	Material Engineer with 07 years' Experience	1
14.	MEP Engineer	Electrical/Mechanical Engineer with 10 years' Experience as MEP Engineer	1
15.	Quantity Surveyor	DAE Civil, with 15 years' experience of Building projects	1
16.	Site Supervisor	BS Civil Engineering with 04 years' Experience or DAE Civil with 10 years' experience	2
17.	Surveyor	DAE Civil or Surveyor Course with 10 years' experience	1
18.	Assistant Surveyor	DAE Civil or Surveyor Course with 2 years' experience	2
19.	Lab Technician	Diploma/Certificate of lab technician with 3 years' experience	1
20.	Office Clerk	BA/BSc with 2 years' experience	1

Important Notes:

- The Consultant is advised to take account of and include the costs relating to running expenses of the Site Office for the entire period specified in the CSA. For this purpose, the Consultant, in his offer, should specify a monthly fixed cost to be reimbursed by CCB on monthly basis. Separate costs should be indicated for Construction Supervision and Defects Liability Phase.
- The Contractors will be obligated to provide and maintain a furnished office with standard facilities at Site for the Consultant's Resident Supervision Staff.
- The Consultant's Price should include the costs related to the travelling needs of its staff and no transport facility will be provided by the client