



Government of Punjab, Pakistan

REQUEST FOR PROPOSALS

CONSULTANCY SERVICES OF QUALITY ASSURANCE INSPECTOR (FIRM) FOR THE PROJECT

**"PROCUREMENT, INSTALLATION AND
OPERATION & MAINTENANCE OF WATER METERS
IN LAHORE ON PUBLIC PRIVATE PARTNERSHIP
(PPP)"**

January, 2023

**WATER & SANITATION AGENCY (WASA)
LAHORE DEVELOPMENT AUTHORITY**

Section 1: Letter of Invitation

Letter No: DMD(E)/

Date:

- 1.** M/s Asian Consulting Engineers (Pvt) Ltd.
Add: C-3, Jehlum Block, Green Forts-II, Lahore
Ph #: +92-42-35450914
- 2.** M/s Associated Consulting Engineers (ACE) Ltd.
Add: 1-C/2 MM Alam Road Gulberg-III, Lahore
Tel: +92-42-35759417
- 3.** M/s Eminence One (SMC-Pvt.) Limited
Add: 111 G (2nd Floor), Ph I, DHA, Lahore
Tel: +92- 344-4966774
- 4.** M/s Engineering Consulting Services Punjab (Pvt.) Ltd.
Add: ECSP, 2nd Floor, 83-A, E/1 Mail Boulevard Gulberg-III, Lahore
Tel: +92-42-35717681
- 5.** M/s Enviro Consult (SMC-Pvt.) Ltd.
Add: 265, Street#8, Cavalary Ground Lahore Cantt.
Tel: +92-42-3665513
- 6.** M/s ESS-I-AAR
Add: Suite No. 314, 3rd Floor, Mashrique Center, Block 14 Gulshan Iqbal, Karachi
Tel: +92-21-34941059
- 7.** M/s Euroconsult Pakistan (Pvt.) Ltd.
Add: 130-F, Johar Town, Lahore
Tel: +92-42-35220805
- 8.** M/s G3 Engineering Consultants (Pvt.) Ltd.
Add: House No. 57-M, Bahbara Market, Gulberg-III, Lahore
Tel: +92-42-35441641
- 9.** M/s JERS Consultancy (Pvt.) Ltd.
Add: 24-Civic Center Quaid-e-Azam Town, Township, Lahore
Tel: +92-42-35113123
- 10.** M/s Master Consulting Engineers (Pvt.) Ltd.
Add: 119-G, Commercial Area, Phase-I, DHA, Lahore
Tel: +92-42-35728412
- 11.** M/s National Engineering Services Pakistan (Pvt.) Ltd. (NESPAK)
Add: NESPAK House, 1-C, Block-N, Model Town Extension, Lahore
Tel: +92-42-99232302
- 12.** M/s SKAFS Consultants (Pvt.) Ltd.
Add: 36/C, Block-G, Johar Town, Lahore
Tel: +92-42-35138136

SUBJECT: LETTER OF INVITATION

Dear Mr. / Ms.:

1. The Water & Sanitation Agency (WASA), Lahore Development Authority invites proposals to provide the consulting services for above mentioned project. Details on the services are provided in the Terms of Reference.
2. The Request for Proposal (RFP) has been addressed to the abovementioned twelve (12) firms pre-qualified by Planning & Development Department, Punjab for sector of "Water Supply, Sanitation and Public Health Engineering" for FY-2022-23. It is not permissible to transfer this invitation to any other firm.
3. The Consultant will be selected under the Selection Method "Quality and Cost Based Selection (QCBS)" and procedures described in this RFP, in accordance with the Punjab Procurements (PPRA) Rules 2014 and the Consultant Selection Guidelines issued by the Planning & Development Department, Punjab.
4. The RFP includes the following additional documents:
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 – Standard Form of Contract
5. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation. The firms must attach Audit Statements for 3 years from FY - 2018-19, 2019-20, 2020-21, 2021-22, Organogram (with names and designations), ISO Certifications / Quality Certifications, Comments on TORs, Staffing Schedule & Work Breakdown Schedule in their Technical Proposal.
6. Firms should submit details of **not more than 5 of their most relevant assignments / Projects** for technical evaluation using the prescribed format **(FORM TECH-02)**. Assignments/ Projects submitted beyond the given number will not be considered. For each project, submit completion certificate / letter of award / contract agreement from Client.
7. **Duly signed CVs** of key personnel, corresponding to the list given in the Data Sheet **(FORM TECH-06)** should provide details of not more than 5 relevant assignments done by the individual in the past 10 years.

8. RFP of the above-mentioned project can be downloaded from WASA, Lahore Official website. (Link: http://www.wasa.punjab.gov.pk/tender_docs or <https://wasa.punjab.gov.pk/tenders>).

This information should be sent to the following address:

Designation: Dy. Managing Director (Engineering),
Water & Sanitation Agency, Lahore
Address: WASA, head Office, Zahoor Elahi Road
Gulberg-II, Lahore, Pakistan

Yours sincerely,

**Hafiz Muhammad Ijaz Rasul
DY. MANAGING DIRECTOR (ENGG.),
WATER & SANITATION AGENCY
LAHORE**

Section 2: Instructions to Firms

Definitions

- (a) "Assignment" means the consultancy services for **Resident Supervision for "Rehabilitation / Replacement of Trunk Sewer Line from Multan Signal to WASA PMU Office along Kharak Drain, in H-Block Sabzazar, Jameel Town Iqbal Town WASA Lahore"**
- (b) "Client" means the 'Water & Sanitation Agency (WASA), Lahore Development Authority, Government of the Punjab', with which the selected Consultant signs the Contract.
- (c) "Consultant Selection Committee" means the committee formed for the selection of Consultant for this Assignment as per Guidelines.
- (d) "Consultant" means any firm/consortium/joint venture that provides the Services to the Client under the Contract.
- (e) "Contract" means the Contract included in this RFP as Section 6, when signed by the Parties, and all attached documents.
- (f) "Data Sheet" means such part of the Instructions to Firms used to reflect specific conditions.
- (g) "Day" means calendar day.
- (h) "Firms" means any firms, consortiums and joint ventures to whom this RFP has been issued.
- (i) "Guidelines" means Consultant Selection Guidelines 2006 issued by Planning & Development Department, Punjab vide letter no. 4(1) P.O (Cons) P&D/04 dated September 1, 2006.
- (j) "Instructions to Firms" means the document, which provides Firms with information needed to prepare their Proposals.
- (k) "LOI" means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the Firms.
- (l) "Personnel" means professionals and support staff provided by the Firms or by any sub-consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.

- (m) "Proposal" means the Technical Proposal and the Financial Proposal.
- (n) "Services" means the Assignment to be performed by the Consultant pursuant to the Contract.
- (o) "Rules" means the Punjab Procurement Rules-2014 notified in Provision of Punjab Procurement Regulatory Authority Ordinance 2007 (Pb. Ord. XIX of 2007).
- (p) "Sub-Consultant" means any person or entity with whom the Consultant sub-contracts any part of the Services.
- (q) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client shall select the Consultant from the Firms listed in the Letter of Invitation, in accordance with the method of Quality Cost Based Selection.
- 1.2 Firms are invited to submit a Technical Proposal and a Financial Proposal for Services required for the Assignment. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for a signed Contract with the selected Firm.
- 1.3 Firms should familiarize themselves with Assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment, Firms are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference at the time, date and location specified in the Data Sheet. Attending the pre-proposal conference is optional. Firms should contact the Client's representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Firms should ensure the representative is informed well-ahead of time in case they wish to visit the Client.
- 1.4 The Client will assist the Consultant in obtaining licenses & permits needed to carry out the services & make available relevant project data & reports.
- 1.5 Firms shall bear all costs associated with the preparation and submission of their Proposals and finalization of Contract. The Client is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to Contract

award, without thereby incurring any liability to the Firms.

Conflict of Interest 1.6 Government of Punjab requires that Consultant provides professional, objective, and impartial advice and at all times, hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests, and act without any consideration for future work.

1.6.1 Without limitation on the generality of the foregoing, Firms, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

Conflicting activities (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments (ii) A firm (including its Personnel and sub-consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the firm to be executed for the same or for another Client.

Conflicting relationships (iii) A firm (including its Personnel and sub-consultants) that has a business or family relationship with a member of the Client's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Govt. of Punjab throughout the selection process and the execution of the contract.

1.6.2 Firms/Consultant have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the

disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or current employees of the Client shall work as consultant under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Firm nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Firm as part of his technical proposal.

Fraud and Corruption

1.7 The Government of Punjab requires Firms and the Consultant participating in this Assignment to adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. In pursuance of this policy, the Government of Punjab:

- (b) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in execution of a contract;
 - (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) "collusive practices" means a scheme or arrangement between two or more firms with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
- (c) will reject a Proposal for award if it determines that the Firm recommended for award has, directly or through an agent, engaged in

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

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

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

Only one Proposal

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

Proposal Validity

1.10 The Data Sheet indicates how long Firms' Proposals must remain valid after the submission date. During this period, Firms shall maintain the availability of professional staff nominated in the Proposal. The Client will make its best effort to complete award of Contract within this period. Should the need arise, however, the Client may request Firms to extend the validity period of their Proposals. Firms who agree to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Firms may submit new staff in replacement, who would be considered in the final evaluation for Contract award. Firms who do not agree have the right to refuse to extend the validity of their Proposals.

Eligibility of Sub-Consultants

1.11 In case a Firm intends to associate with firms who have not been shortlisted and/or individual expert(s), such other firms and/or individual expert(s) shall be

subject to the eligibility criteria set forth in the Guidelines.

2. Clarification and Amendment of RFP Documents

2.1 Firms may request a clarification of any of the RFP documents till the date indicated in the Data Sheet. Any request for clarification must be sent in writing, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Firms. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Firms and will be binding on them. Firms shall acknowledge receipt of all amendments. To give Firms reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Firms and the Client, shall be written in English.

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

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

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

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

Technical Proposal

3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using

Format and Content

the attached Form TECH-4 of Section 3, which indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

- (a) A brief description of the Firms' organization and an outline of recent experience of the Firm (each partner in case of joint venture) on assignments of a similar nature are required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of sub-consultants/ professional staff who participated, duration of the assignment, contract amount, and Firm's involvement. Information should be provided only for those assignments for which the Firm was legally engaged by the Client as a firm or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Firm, or that of the Firm's associates, but can be claimed by the professional staff themselves in their CVs. Firms should be prepared to substantiate the claimed experience, if so requested by the Client.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the Assignment; and facilities such as administrative support, equipment, data, etc. desired from the Client (Form TECH-3 of Section 3).
- (c) A description of the approach, methodology and work plan for performing the Assignment, covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3), which shall show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the Assignment (Form TECH-7 of Section

3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.

(f) CVs of the professional staff signed by the staff themselves or by the authorized representative of the professional staff (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers (if local) or passport numbers (if foreign).

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

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment, including (a) remuneration for staff (foreign and local, in the field and at the Firms' home office), and (b) reimbursable expenses indicated in the Data Sheet. These costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. The Firm shall provide the Client with breakdown of remuneration rates as detailed in Form FIN-6 of Section 4.

Taxes

3.7 The Consultant shall be subject to local taxes (such as: value added or sales tax or income taxes on non-resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client may pay taxes on behalf of Consultant.

3.8 Consultants should express the price of their Services in Pakistan Rupees.

4. Submission, Receipt, and Opening of Proposals

4.1 The original Proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Firms themselves. The person who signed the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of Form TECH-1 of Section 3, and Form FIN-1 of Section 4.

4.2 An authorized representative of the Firm shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the

representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".

- 4.3 The Technical Proposal shall be marked "Original" or "Copy" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original prevails.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the name of the Assignment, and with a warning **"Do Not Open with the Technical Proposal."** The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked **"Do Not Open, Except In Presence of the Official Appointed, Before Submission Deadline"**. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may constitute a case for rejecting the Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any Proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Firms should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Firms to influence the Client in the examination, evaluation, ranking of

Proposals, and recommendation for award of Contract may result in the rejection of the Firms' Proposal.

The Consultant Selection Committee, while evaluating Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

Evaluation of Technical Proposals

5.2 The Consultant Selection Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals

5.3 After the technical evaluation is completed, the Client shall inform the Firms who have submitted Proposals the technical scores obtained by their Technical Proposals and shall notify those Firms whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals shall be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Firms that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Firms' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Firms sufficient time to make arrangements for attending the opening.

5.4 Financial Proposals shall be opened publicly in the presence of the Firms' representatives who choose to attend. The name of the Firms, and the technical scores of the Firms shall be read aloud. The Financial Proposal of the Firms who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

5.5 The Consultant Selection Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be

included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.

5.6 The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The Firm achieving the highest combined technical and financial score will be invited for finalization of Contract.

6. Finalization of Contract

6.1 Contract finalization meeting shall be held at the date and address indicated in the Data Sheet. The invited Firm will, as a pre-requisite for attendance at the meeting, confirm availability of all professional staff. Failure in satisfying such requirements may result in the Firm being disqualified on the grounds of wilful misrepresentation, and the Client proceeding to the next-ranked Firm. Representatives finalizing on behalf of the Firm must have written authority to conclude a Contract.

Description of Services

6.2 Finalization of Contract will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the invited Firm regarding the Terms of Reference. Once the Client and the Firm finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting, these documents shall be incorporated in the Contract as "Description of Services". Special attention shall be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the Assignment.

Finalization of Taxes

6.3 It is the responsibility of the Firm, when finalizing the Contract, to indicate the exact tax amount to be paid by the Consultant under the Contract.

Availability of Professional Staff

6.4 Having selected the Firm on the basis of, among other things, an evaluation of proposed professional staff, the Client expects to finalize Contract on the basis of the professional staff named in the Proposal. Before contract finalization, the Client shall require assurances that the professional staff will actually be available. The Client shall not consider substitutions during contract finalization unless both parties agree

that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that professional staff were offered in the proposal without confirming their availability, the Firm may be disqualified on the grounds of wilful misrepresentation. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

Signing of Contract

6.5 Contract finalization will conclude with a review of the Contract to correct any computational and typographical errors. The Client and the Firm will initial the agreed Contract before proceeding to sign the Contract.

7. Award of Contract

7.1 Once the Contract is awarded to the Consultant, the Client shall publish details on the websites of Planning & Development Department and Punjab Procurement Regulatory Authority, promptly notify all Firms which submitted proposals, and return unopened Financial Proposals to Firms that were disqualified or failed to achieve the minimum technical score.

7.2 After award of Contract, the Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Firms, which submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Consultant Selection Guidelines relating to fraud and corruption.

Instructions to Firms

DATA SHEET

| Paragraph Reference | |
|---------------------|--|
| 1.1 | <p>Name of the Client: <u>Water & Sanitation Agency (WASA), Lahore</u></p> <p>Method of selection: <u>Quality and Cost Based Selection Method (QCBS)</u></p> |
| 1.2 | <p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is:</p> <p>Quality Assurance Inspector (firm) for “Procurement, Installation and Operation & Maintenance of Water Meters in Lahore on Public Private Partnership (PPP)”.</p> |
| 1.3 | A pre-proposal conference will be held: No |
| 1.4 | The Client will provide at no cost to the Consultants assistance in obtaining licenses and permits needed to carry out the services and make available relevant project data and reports. |
| 1.6. | <p>The following para is added at the end:</p> <p>“The Consultant is not in a relation or carried out any project with Xinglang Lahore Water Metering Company during last two years.”</p> <p>It is mandatory to provide Affidavit / E-Stamp in this regard.</p> |
| 1.6.1 (a) | The Client envisages the need for continuity for downstream work: Yes |
| 1.12 | Proposals must remain valid 90 days after the submission date, i.e. until: May 16, 2023 |
| 2.1 | <p>Clarifications may be requested not later than February 9, 2023</p> <p>The address for requesting clarifications is: Deputy Managing Director (Engg.) WASA, LDA, Lahore WASA, head Office, Zahoor Elahi Road Gulberg-II, Lahore</p> |

| | |
|----------------|---|
| 3.3 (a) | Shortlisted Firms may associate with other shortlisted Firms: No |
| 3.4 (a) | During last ten (10) years, firm must carried out five (05) assignments of Resident Supervision of water sector projects with minimum consultancy cost of Rs. 7.0 Million. Only those projects will be evaluated whose completion certificates / letter of award / contract agreement attached in the proposal. |
| 3.4 (f) | CVs should contain details on five (05) relevant assignments done by the individual in the past 10 years. |
| | Training is a specific component of this assignment: No |
| 3.6 | <i>Applicable Reimbursable expenses in local currency</i> (1) as per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office; (2) cost of necessary travel, including transportation of the Personnel by the private vehicle, bus or economy class by air and the most direct practicable route; (3) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services (if any); (4) cost of such further items required for purposes of the Services not covered in the foregoing. |
| 3.5 | Amounts payable by the Client to the Consultant under the Contract to be subject to local taxation: Yes The Client will deduct the taxes from the consultants payment and pay such taxes on behalf of the Consultant: Yes |
| 3.6 | Firm to state Financial proposal in the national currency i.e. PKR inclusive of all applicable taxes. |
| 4.3 | The Consultant must submit: (a) Technical Proposal: one (1) original & two (02) copies along with a soft form in USB; (b) Financial Proposal: one (1) original (in separate sealed envelope) |
| 4.5 | The Proposals must be submitted on February 16, 2023 at 03:00 PM . The Proposal submission address is: |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|---------------|--|---------------|---|--------------|---------------------------------|--|-------------------------|------|------------------------------------|------|---|--------------------|----|------------------------------|--|------------|---------------------------------|------|------------------------|------|-------------------|-----|--|-------------------------|-----------------------------------|------|----------------------------|------|--|---|
| | Office of the Deputy Managing Director (Engg.) WASA, Head Office, Zahoor Elahi Road Gulberg-II, Lahore Phone: +92-42-35750946, <u>+92-42-35757425</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.6 | The opening shall take place at: "same as the Proposal submission address" Date: same as the submission deadline indicated in SC 4.5. Time: 03:30 PM | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.2 (a) | Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are: <table style="width: 100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: right;"><u>Points</u></td> </tr> <tr> <td>(i) Company Profile (Total 40-marks):</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td> a) Number of 5 similar assignments</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td> b) Value of similar assignments</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td> c) Financial Capability</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td> d) Quality Management System (QMS)</td> <td style="text-align: right;">[05]</td> </tr> <tr> <td> e) Availability of well-defined Organizational Chart (Organogram)</td> <td style="text-align: right;">[05]</td> </tr> <tr> <td></td> <td style="text-align: right;">Total = (A₁)</td> </tr> </table> | | <u>Points</u> | (i) Company Profile (Total 40-marks): | [100] | a) Number of 5 similar assignments | [40] | b) Value of similar assignments | [40] | c) Financial Capability | [10] | d) Quality Management System (QMS) | [05] | e) Availability of well-defined Organizational Chart (Organogram) | [05] | | Total = (A ₁) | | | | | | | | | | | | | | | | |
| | <u>Points</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (i) Company Profile (Total 40-marks): | [100] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a) Number of 5 similar assignments | [40] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b) Value of similar assignments | [40] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| c) Financial Capability | [10] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| d) Quality Management System (QMS) | [05] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| e) Availability of well-defined Organizational Chart (Organogram) | [05] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Total = (A ₁) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">(ii) Project Team: (Total 40-marks):</td> <td style="text-align: right;">[100]</td> </tr> <tr> <td style="text-align: center;">Sr. No</td> <td style="text-align: center;">Role</td> <td style="text-align: center;">Marks</td> </tr> <tr> <td style="text-align: center;">1)</td> <td>Team Leader/Water Supply & Metering Expert</td> <td style="text-align: center;">50</td> </tr> <tr> <td style="text-align: center;">2)</td> <td>Junior Engineer-I</td> <td style="text-align: center;">25</td> </tr> <tr> <td style="text-align: center;">3)</td> <td>Junior Engineer-II</td> <td style="text-align: center;">25</td> </tr> <tr> <td colspan="2" style="text-align: center;">TOTAL (A₂)</td> <td style="text-align: center;">100</td> </tr> </table> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant score:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>1) Education and qualifications</td> <td style="text-align: right;">[25]</td> </tr> <tr> <td>2) Relevant background</td> <td style="text-align: right;">[70]</td> </tr> <tr> <td>3) Time with firm</td> <td style="text-align: right;">[5]</td> </tr> <tr> <td></td> <td style="text-align: right;">Total score: <u>100</u></td> </tr> </table> <p>(iii) Approach & Methodology: (Total 20-marks): [100]</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>a) Understanding & Innovativeness</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td>b) Methodology & Work plan</td> <td style="text-align: right;">[60]</td> </tr> <tr> <td></td> <td style="text-align: right;">—</td> </tr> </table> | (ii) Project Team: (Total 40-marks): | | [100] | Sr. No | Role | Marks | 1) | Team Leader/Water Supply & Metering Expert | 50 | 2) | Junior Engineer-I | 25 | 3) | Junior Engineer-II | 25 | TOTAL (A₂) | | 100 | 1) Education and qualifications | [25] | 2) Relevant background | [70] | 3) Time with firm | [5] | | Total score: <u>100</u> | a) Understanding & Innovativeness | [40] | b) Methodology & Work plan | [60] | | — |
| (ii) Project Team: (Total 40-marks): | | [100] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Sr. No | Role | Marks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1) | Team Leader/Water Supply & Metering Expert | 50 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2) | Junior Engineer-I | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3) | Junior Engineer-II | 25 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL (A₂) | | 100 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1) Education and qualifications | [25] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2) Relevant background | [70] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3) Time with firm | [5] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Total score: <u>100</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a) Understanding & Innovativeness | [40] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| b) Methodology & Work plan | [60] | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | — | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | |
|------------|--|
| | $\text{Technical Score}^* = \frac{A_1[40]}{100} + \frac{A_2[40]}{100} + \frac{A_3[20]}{100}$ <p style="text-align: right;">Total = (A₃)</p> <p>The minimum technical score St required to pass is: 65 Points</p> |
| 5.7 | <p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial Proposals (F) are: $T = 0.80$, and $F = 0.20$</p> |
| 6.1 | <p>Expected date and address for contract finalization: March, 2023. Type of contract agreement: Lump sum for a period of 24 months (extendable as per requirement of the project)</p> |
| 7.2 | <p>Expected date for commencement of consulting services March, 2023 <u>at Lahore</u></p> |

Section 3: Technical Proposal - Standard Forms

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

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

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Firm]²

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM TECH-2 FIRM'S ORGANIZATION AND EXPERIENCE

A - Firm's Organization

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

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Firm's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment.]

| | |
|---|--|
| Assignment name: | Value of the contract (in current PKR): |
| Country: Location within country: | Duration of assignment (months): |
| Name of Client: | Total N ^o of staff-months (by your firm) on the assignment: |
| Start date (month/year): Completion date (month/year): | Value of consultancy services provided by your firm under the contract (in current PKR or US\$): |
| Name of associated Firms, if any: | N ^o of professional staff-months provided by associated Firms: |
| Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): | |
| Narrative description of Project: | |
| Description of actual services provided by your staff within the assignment: | |

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities desired from the Client]

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

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

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

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

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

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

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

| Professional Staff | | | | | |
|--------------------|-----------------------|------|-------------------|-------------------|---------------|
| Name of Staff | CNIC No./Passport No. | Firm | Area of Expertise | Position Assigned | Task Assigned |
| | | | | | |
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FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

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

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

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

4. Date of Birth: _____ **Nationality:** _____

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

6. Education:

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

7. Membership of Professional Associations: _____

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

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

10. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

| <i>Employer</i> | <i>Position</i> | <i>From (MM/YYYY)</i> | <i>To (MM/YYYY)</i> |
|-----------------|-----------------|-----------------------|---------------------|
| | | | |
| | | | |

| | | | |
|---|--------------------------------|--|--|
| | | | |
| 11. | Detailed Tasks Assigned | | |
| <i>[List all tasks to be performed under this assignment]</i> | | | |

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

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

1) Name of assignment or project: _____
Year: _____
Location: _____
Project Cost: _____
Time spent in assignment: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____

2) Name of assignment or project: _____
Year: _____
Location: _____
Project Cost: _____

Time spent in assignment: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

3) Name of assignment or project: _____

Year: _____

Location: _____

Project Cost: _____

Time spent in assignment: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

[Unroll the project details group and continue numbering (4, 5, ...) as many times as is required]

13. Certification:

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

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

Full time input
 Part time input

| Year: _____ | | | | | | | | | | | | | | | | | | |
|----------------|---------------|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------------|-----|-------------------------|--------------------|-------|--|--|
| N° | Name of Staff | Staff input (in the form of a bar chart) ² | | | | | | | | | | | | Total staff-month input | | | | |
| | | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Home | Field ³ | Total | | |
| Foreign | | | | | | | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | | | | | | | |
| | | [Field] | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | Subtotal | | | | | | |
| Local | | | | | | | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | | | | | | | |
| | | [Field] | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | Subtotal | | | | | | |
| | | | | | | | | | | | | Total | | | | | | |

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

FORMTECH-8WORK SCHEDULE

Year: _____

| N° | Activity ¹ | Months ² | | | | | | | | | | | |
|----|-----------------------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| 1 | | | | | | | | | | | | | |
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- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, monthly and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 4: Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Firms for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Costs by Activity
- FIN-4 Breakdown of Remuneration
- FIN-5 Reimbursable expenses

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures¹*]. This amount is inclusive of the taxes.

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

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

| Item | Costs |
|--|--------------|
| | Pak Rupees |
| Total Costs of Financial Proposal ¹ | |

- 1 Indicate the total costs, including of local taxes, to be paid by the Client in local currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

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

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

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

| N° | Description¹ | Unit | Unit Cost² |
|-----------|--|-------------|------------------------------|
| | Miscellaneous travel expenses | Trip | |
| | Communication costs between [<i>Insert place</i>] and [<i>Insert place</i>] | | |
| | Drafting, reproduction of reports | | |
| | Equipment, instruments, materials, supplies, etc. | | |
| | Shipment of personal effects | Trip | |
| | Use of computers, software | | |
| | Laboratory tests. | | |
| | Sub-contracts | | |
| | Local transportation costs | | |
| | Office rent, clerical assistance | | |

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

FORM FIN-6 – CONSULTANT’S REPRESENTATIONS REGARDING COSTS AND CHARGES

A - Undertaking

Consulting Firm:
Assignment:

Date:

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

B – Firm’s Breakdown Regarding Costs and Charges

(Expressed in [PKR Local currency])

| Personnel | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|----------|---|-----------------------------|-----------------------|----------|------------------|----------------------------------|--|---|
| Name | Position | Basic Salary per Working Month/Day/Year | Social Charges ¹ | Overhead ¹ | Subtotal | Fee ² | Away from Headquarters Allowance | Proposed Fixed Rate per Working Month/Day/Hour | Proposed Fixed Rate per Working Month/Day/Hour ¹ |
| Home Office | | | | | | | | | |
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1. Expressed as percentage of 1
2. Expressed as percentage of 4

SECTION 5: TERMS OF REFERENCE

QUALITY ASSURANCE INSPECTOR (CONSULTING FIRM) – TERMS OF REFERENCE

1. Role of the Quality Assurance Inspector

The Quality Assurance Inspector is to play a positive and independent role in discharging its functions, thereby facilitating the smooth implementation and operation of the Project. Broadly, the role of the Quality Assurance Inspector is to:

- a. independently review, monitor and where required by the Agreement, to approve activities associated with the Design, Construction, Operation & Maintenance of the Project to ensure compliance by the Concessionaire with the Annex A to Schedule 4 and Annex B to Schedule 4 (*Technical Specifications – Operation and Maintenance*);
- b. report to the Parties on the various physical, technical and financial aspects of the Project based on inspections, site visits and tests;
- c. assist the Parties in arriving at an amicable settlement of disputes, should the need arise; and
- d. review matters related to safety and during operations management measures adopted by the Concessionaire for the Project.

2. Scope of Services

The services to be provided by the Quality Assurance Inspector are listed below. In addition, the scope of services would also include such other functions as are required to be undertaken pursuant to specific provisions of the Agreement.

2.1 Implementation Period - Design and Planning

- (a) The Quality Assurance Inspector shall review the design and drawings submitted by the Concessionaire to ensure conformity with the Technical Specifications, get them amended/improved where necessary and recommend them to Concessioning Authority for approval.
- (b) Review of the following submitted by the Concessionaire:
 - (i) Quality Assurance Plan;
 - (ii) Approved Detailed Plan; and
 - (iii) O&M Plan – Implementation Period.

2.2 Implementation Period – Construction

The Quality Assurance Inspector would monitor, in accordance with Good Industry Practice, the progress in implementation and ensure compliance with the Technical Specifications and provisions of Agreement. For this purpose the Quality Assurance Inspector shall undertake, inter alia, the following activities and where appropriate make suitable suggestions:

- (a) monitor the progress in implementation of the Project based on the Approved Detailed Plan submitted by the Concessionaire;
- (b) review and approve the material testing and mix designs results and recommend

special tests, where required, for materials and/or completed works, require removal/substitution of unsuitable materials and/or works and report deficiencies in respect of the same to Concessioneing Authority;

- (c) review and monitor the quality assurance and quality control procedures followed by the Concessionaire;
- (d) review the manpower and equipment deployed by the Concessionaire;
- (e) monitor the construction works for conformity with the Technical Specifications and O&M requirements;
- (f) verify the 'As Built' drawings for each component of the works prepared by the Concessionaire and require removal of deficiencies found therein;
- (g) conduct tests to ensure the compliance with the Technical Specifications, O&M requirements and hand back requirements;
- (h) review the safety and operation management measures implemented;
- (i) review and ascertain the cost variation arising as a result of Change in Law and/or Variation and determine the Additional Cost;
- (j) require, monitor and review the results of Tests to be carried out by the Concessionaire in accordance with Annex A to Schedule 4 and Annex B to Schedule 4 (*Technical Specifications – Operation and Maintenance*);
- (k) require suspension of whole or any part of the construction works if in its reasonable opinion the same does not conform to Annex A to Schedule 4 (*Technical Specifications – Construction*) and Annex B to Schedule 4 (*Technical Specifications – Operation and Maintenance*);
- (l) sign off on the Project Construction Completion Certificate in accordance with the applicable provisions of the Agreement; and
- (m) review and assist in finalization of the O&M Manual and first annual O&M Plan prepared by the Concessionaire.

2.3 Operations Period

- (a) During this period the Quality Assurance Inspector would monitor, in accordance with Good Industry Practice, the operations and maintenance activities undertaken by the Concessionaire so as to ensure compliance with the O&M requirements. The specific activities to be undertaken would include the following:
 - (i) review the O&M Plans submitted by the Concessionaire from time to time and assist the Concessionaire in finalizing the same;
 - (ii) monitor Operation and Maintenance activities (including maintenance of equipment, standards of service, operations management, safety and environmental issues) and the overall quality of O&M activities so as to ensure compliance by the Concessionaire with the O&M requirements, O&M Plan and O&M Manual;
 - (iii) Periodically review the O&M Manual for adequacy;
 - (iv) inspect the Project Installations frequently and as and when exigencies require to ascertain conformity with Annex A to Schedule 4 (*Technical Specifications – Construction*) and Annex B to Schedule 4 (*Technical Specifications – Operation and Maintenance*);

Specifications – Operation and Maintenance);

- (v) review and ascertain the cost variation arising as a result of Change in Law and/ or Variation and determine the Additional Cost;
 - (vi) undertake a quarterly review of the various records and registers to be maintained by the Concessionaire (including the records relating to complaints and accidents) and suggest suitable remedial measures/procedures, where necessary.
- (b) In the event of an emergency, the Quality Assurance Inspector shall assist the Concessionaire in dealing with the same and if necessary require or permit, as the case may be, the Concessionaire to take such appropriate steps or measures including decommissioning of any Project facilities where necessary.

2.4 Hand back of Project Installations to Concessions Authority

At the time of handing back the Project Installation to Concessions Authority at the end of Concession Period, the Quality Assurance Inspector shall:

- (a) monitor and certify compliance with the hand back requirements and
- (b) issue a certificate of compliance with hand back requirements to the Concessionaire.

2.5 Breach of Obligations

If during the course or upon review/inspection undertaken by the Quality Assurance Inspector or otherwise, it transpires that either of the Parties is in breach/default of any of its obligations under the Agreement, the Quality Assurance Inspector shall, under intimation to the other Party, require the defaulting Party to remedy such breach/default within such time and in such manner as the Quality Assurance Inspector may deem fit and in each case the same shall be recorded.

2.6 Meetings, Records and Reporting

- (a) The Quality Assurance Inspector would be required to participate in the Project review meetings held from time to time by the Parties, which are ordinarily expected to be held once a month during the Construction Period and once every two months during the O&M Period and also to participate in emergency or extraordinary meetings of the Parties held to deal with any emergency, Force Majeure Event or other exigencies.
- (b) The Quality Assurance Inspector shall, in the ordinary course, maintain record of the activities undertaken by it in discharge of its functions and responsibilities. This would include records in respect of the following:
 - (i) Manpower deployed and other organizational arrangements of the Quality Assurance Inspector;
 - (ii) Reviews of documents submitted to it by the Concessionaire to meet Annex A to Schedule 4 and Annex B to Schedule 4 (*Technical Specifications – Operation and Maintenance*), such as manuals, Drawings, As Built drawings, Schedules, plans and reports;
 - (iii) Inspections undertaken and notices/instructions issued to the Concessionaire or Concessions Authority;

- (iv) Review of compliance Annex A to Schedule 4 and Annex B to Schedule 4 (*Technical Specifications – Operation and Maintenance*);
 - (v) Tests;
 - (vi) Variation and Change in Law;
 - (vii) Emergency (including accidents);
 - (viii) Force Majeure Events;
 - (ix) Breaches and defaults by the Parties; and
 - (x) Hand back requirements
- (c) The Quality Assurance Inspector would be required to submit the following reports to the Parties during the Concession Period:
- (i) Construction Period
 - Monthly Progress Report (including details of slippages and remedial measures);
 - Report on tests and report on notices issued;
 - Inspection Report;
 - Project Construction Completion Certificate;
 - Any supplemental or special report that may be considered necessary by the Quality Assurance Inspector (including Emergency, Force Majeure, and breach of obligations).
 - The consultant verify the invoices submit by the concessionaire as per concessionaire Agreement.
 - (ii) O&M Period
 - Monthly O&M Report (including Lane Availability, details of slippages and remedial measures);
 - Report on Tests and report on notices issued;
 - Inspection Report;
 - Any supplemental or special report that may be considered necessary by the Quality Assurance Inspector (including emergency, Force Majeure, and breach of obligations);
 - Annual Review of O&M Manual.
 - The consultant verify the invoices submit by the concessionaire as per concessionaire Agreement.
 - (iii) Report on Hand back requirements.
 - (iv) Any other report as may be reasonably required by Concessioneing Authority or as may be necessary to give effect to the provisions of the Agreement.

2.7 Remuneration:

The remuneration, cost and expenses of the Quality Assurance Inspector shall be borne by the Parties equally. The Concessionaire shall within seven (7) days of receipt of

demand from Concessions Authority pay/reimburse to Concessions Authority without recourse to the Quality Assurance Inspector from time to time its share of the remuneration.

2.8 Replacement of the Quality Assurance Inspector:

The Concessions Authority may in its discretion replace the Quality Assurance Inspector for the time being in any of the following circumstances:

- (i) If the Concessions Authority or the Concessionaire has reason to believe that the Quality Assurance Inspector has not discharged its duties in a fair, appropriate and diligent manner;
- (ii) If, in accordance with the terms of its appointment, the Quality Assurance Inspector resigns or notifies its intention not to continue as the Quality Assurance Inspector; or
- (iii) Any other circumstance which in the opinion of the Parties warrants the replacement of the Quality Assurance Inspector.

3 Qualification and Experience of Experts:

| Sr. No. | Role | Qualification | Experience in Years | Work Experience |
|---------|--|--|---------------------|---|
| 1 | Team Leader / Water Supply Metering Expert | B.Sc. Engineering in Electrical & Mechanical / Civil | 15 Years | NRW Assessment Evaluation of existing utilities infrastructure Design of water supply network Design of plumbing works Rehabilitation / replacement of water supply pipelines Installation of water meters (bulk or consumer) Condition assessment and survey Quality inspection of water meters Construction Supervision |
| 2 | Junior Engineer | B.Sc. Engineering in Electrical / Mechanical / Civil | 05 Years | Design of water networks Plumbing design for buildings Supervision & quality assurance of water meters Project monitoring Construction Supervision |
| 3 | Junior Engineer | B.Sc. Engineering in Electrical / Mechanical / Civil | 05 Years | Design of water networks Plumbing design for buildings Supervision & quality assurance of water meters Project monitoring Construction Supervision |

4. Time Duration:

Lump sum for a period of 24 months (extendable as per requirement of the project)

5. Payments:

The payments to the Quality Assurance Inspector will be made on Monthly Reports basis after submission / approval of reports.

Note:

In the TORs, agreement means Concession Agreement.



Standard Form of Contract– Lump-Sum Payments

CONTRACT FOR CONSULTANCY SERVICES

between

**DEPUTY MANAGING DIRECTOR (ENGG)
WATER & SANITATION AGENCY
LAHORE DEVELOPMENT AUTHORITY**

and

(NAME OF THE CONSULTANTS)

Quality Assurance Inspector (firm) for “Procurement, Installation and Operation & Maintenance of Water Meters in Lahore on Public Private Partnership (PPP)”.

_____, **2023**

NOTE:

The terms & conditions will be finalized at the time of contract agreement.

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FORM OF CONTRACT

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

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

_____ (herein after 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 Sub consultants

Appendix D: Breakdown of Contract Price in Foreign Currency **(Not Used)**

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be provided by the Client

Appendix G: Integrity Pact (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 Sub-Consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;

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

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 Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Taxes and Duties

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

1.8 Leader of Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

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

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No Breach of Contract

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

reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;

- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

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

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

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

2.9.5 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

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

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services,

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below. If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

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

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

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

3.5 Other Insurance to be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC;

and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants

shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND 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 Sub-Consultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

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

5.1.2 Co-ordination

The Client shall:

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

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

5.4 Services and Facilities

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

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

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

6.2 Contract Price

- (a) Local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the breakup of remuneration to be paid, respectively, 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 local 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 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 there under and any statutory modifications thereto. The Arbitration shall be held in Pakistan.

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

8. INTEGRITY PACT

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

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

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

III. SPECIAL CONDITIONS OF CONTRACT

1.1 Definitions

(p) "Project" means Quality Assurance Inspector (firm) for "Procurement, Installation and Operation & Maintenance of Water Meters in Lahore on Public Private Partnership (PPP)".

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Telephone : _____
Facsimile : _____
E-Mail : _____

For the Consultants:

Telephone : _____
Facsimile : _____
E-Mail : _____

1.7 Taxes and Duties

All taxes and duties on services prevalent to the date of signing of the contract are applicable.

1.8 Leader of the Joint Venture

N/A

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 days, or such other period as the Parties may agree in writing.

[Note: Fill in the time period e.g . one hundred twenty (120) days.]

2.3 Commencement of Services

The Consultants shall commence the Services within seven (07) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be 2-years from the Commencement Date of the Services or such other period as the Parties may agree in writing.

“Completion of services” means completion of all services and obligations as per Appendix A and final approval of the same from the Client.

3.5 Insurance to be Taken out by the Consultants

- (a) The risks and the coverages shall be as follows:
- i) The consultants shall provide insurance, not less than the remunerations cost, on part of the consultants to cover the liability of the consultants and necessary costs shall be borne by the consultants as per Clause 54 of PPRA Rules 2014.
 - ii) The consultants 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 consulting services.
 - iii) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall require written approval from the Client before committing to any action under the following:

- i) variations orders in respect of:
 - Additional items of Assignment as determined by the Client to be necessary for the execution of Assignment.
 - Any new item of the Assignment not envisaged in the Contract Documents and which is determined by the Client to be necessary for the execution of Assignment.
 - Any item of Assignment covered under Provisional Sums

- ii) Terms of Performance Guarantee or Insurance Policy.
- iii) affecting the costs under the following clauses of Conditions of Contract.
 - Adverse Physical Conditions and Artificial Obstructions
 - Suspension of Assignments
 - Forfeiture
 - Special Risks
 - Frustration
- vi) final Assignment deliverable statement
- vii) Release of retention money

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

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

3.9 Equipment and Materials

Office equipment's procured by the consultants to render the services covered by the contract shall be property of WASA Lahore (the Client) and shall be handed over to WASA Lahore on expiration/completion or termination of the services without any charge thereof, in good working condition

5.1.1 Assistance

- (a) The Client shall make available within 7 days from the Commencement Date, the available relevant documents, studies and any other information for the project to the Consultant. (If available)
- (b) The Client will also provide assistance to coordinate with other department and agencies, if required.

5.1.2 Coordination

(a) The departments and agencies include

.....

.....

.....

5.1.3 Approvals

The Client shall accord approval of the documents but not later than Fourteen (14) days from the date of their receipt by the Consultants subject to the condition that the observations, if any, are attended by the consultants.

6.1 Lump Sum Remuneration

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

6.2 Contract Price

(a) The amount in local currency is Pakistani Rupees.....

6.3 Terms and Conditions of Payment

To be decided at the time of agreement.

IV APPENDICES

Appendix A

Description of the Services

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

Appendix B

Reporting Requirements

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

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal; etc. given in TOR's.

Appendix C

Key Personnel and Sub consultants

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

Appendix D (Not Used)

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. Services and Facilities of the Client

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

(a) _____

(b) _____

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 Consultant] 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 Punjab (GoPb) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoPb through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Consultant] 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 GoPb, except that which has been expressly declared pursuant hereto.

[name of Consultant] 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 GoPb and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Consultant] 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 GoPb under any law, contract or other instrument, be voidable at the option of GoPb.

Notwithstanding any rights and remedies exercised by GoPb in this regard, [name of Consultant] agrees to indemnify GoPb for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoPb in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Consultant] 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 GoPb.

Name of Client:
Signature:

[Seal]

Name of Consultant:
Signature:

[Seal]