



**Karachi Tools, Dies & Moulds Centre**  
ISO – 9001:2015 & ISO – 14001:2015 Certified Company  
A subsidiary of Pakistan Industrial Development Corporation (PIDC)  
Ministry of Industries & Production, Government of Pakistan



## **SELECTION OF CONSULTANTS**

### **REQUEST FOR PROPOSAL (RFP)**

**RFP No. 121/KTDMC/2023-24**

**Selection of Engineering Consulting Services for  
Documentation, Supervision and inspection of Civil, MEP,  
Fire & Safety Works**

**Procuring Agency:** Karachi Tools, Dies & Moulds Centre (KTDMC)

**Project:** Detailed Supervision of Civil, MEP, Fire & Safety  
Works for Establishment of High Tensile Sheet  
Metal Dies Manufacturing & Titanium Coating  
Setup

**Issued on:** \_\_\_\_\_

## **Contents**

<b>PART I – SELECTION PROCEDURE &amp; REQUIREMENTS .....</b>	<b>4</b>
Section I. Request for Proposal (RFP) .....	5
Section II. Instructions to Consultants .....	7
A. General Provisions .....	7
B. Preparation of Proposals .....	11
C. Submission, Opening and Evaluation .....	14
D. Negotiations and Award .....	19
Section III. Proposal Data Sheet .....	24
A. General .....	24
B. Preparation of Proposals .....	26
C. Submission, Opening and Evaluation .....	27
D. Negotiations and Award .....	32
Section IV. Technical Proposal – Standard Forms .....	36
Form TECH-1 .....	37
Technical Proposal Submission Form .....	37
Form TECH-2 .....	39
Consultant’s Organization and Experience .....	39
Form TECH-3 (NOT APPLICABLE) .....	41
Form TECH-4 .....	42
Description of Approach, Methodology, and Work Plan in Responding to the Terms of Reference .....	42
Form TECH-5 (NOT APPLICABLE) .....	43
Form TECH-6 .....	44
Team Composition, Assignment, and Key Experts’ inputs .....	44
Section V. Financial Proposal - Standard Forms .....	48
FORM FIN-1 .....	49
Financial Proposal Submission Form .....	49
FORM FIN-2 .....	51
Summary of Costs On The Basis Of “FIXED LUMP SUM PAYEMENT CONTRACT” .....	51
Proposal Security Form .....	53
Proposal Securing Declaration .....	54
Section VI. Eligible Countries .....	55
Section VII. TERMS OF REFERENCE (TOR) .....	57
BACKGROUND .....	57
OBJECTIVE(S) OF THE ASSINGMENT .....	57

SCOPE OF SERVICE, TASKS (CCOMPONENTS) AND EXPECTED DELIVERABLES .....	57
TENATIVE SCHEDULE OF SERVICES: .....	61
PART II – CONDITIONS OF CONTRACT & CONTRACT FORMS .....	62
I. FORM OF CONTRACT .....	66
II. GENERAL CONDITIONS OF CONTRACT (GCC) .....	68
1. GENERAL PROVISIONS .....	68
2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT .....	70
3. OBLIGATIONS OF THE CONSULTANTS .....	74
4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS .....	77
5. OBLIGATIONS OF THE CLIENT .....	77
6. PAYMENTS TO THE CONSULTANTS .....	79
7. SETTLEMENT OF DISPUTES .....	81
8. INTEGRITY PACT .....	81
III. SPECIAL CONDITIONS OF CONTRACT (SCC) .....	82
IV. APPENDICES .....	88
Appendix A .....	89
Appendix B .....	94
Appendix C .....	95
Appendix D .....	96
Appendix E .....	97
Appendix F .....	98
Appendix G .....	99

## **PART I – SELECTION PROCEDURE & REQUIREMENTS**

## Section I. Request for Proposal (RFP)

### Karachi Tools, Dies & Moulds Centre



**RFP No. 121/KTDMC/2023-24**

**For**

**Selection of Engineering Consulting Services for Documentation,  
Supervision and inspection of Civil, MEP, Fire & Safety Works**

**Date: 21<sup>st</sup> January, 2024**

1. This Invitation for submission of Proposals follows the Procurement Notice for this Project which appeared in Newspaper **dated 21<sup>st</sup> January, 2024 & corrigendum on dated 11<sup>th</sup> February, 2024.**

2. Reference to the KTDMC Request for Proposal (RFP) published in the daily newspapers "Business Recorder (K&L), Nawa-e-Waqt (K&L), Sindh Line (Khi)" on dated 21-01-2024, vide PID No. 2076/23, and also uploaded on websites of KTDMC & PPRA.

Please note that, in consideration of queries of all the prospective bidders, the closing date of RFP submission has been extended with some amendment in bidding documents and corrigendum published on dated 11-02-2024, vide PID No. 2253/23, and also uploaded on websites of KTDMC & PPRA.

The RFP can now be submitted till 7th March, 2024 at 10:30am (Thursday), which will be opened on the same date at 11:00am (instead of existing last date 13th February, 2024 10:30am).

2.3. The Karachi Tools, Dies & Moulds Centre now invites proposals to provide the following consulting services: **Selection of Engineering Consulting Services for Documentation,**

**Supervision and inspection of Civil, MEP, Fire & Safety works.** More details on the services are provided in the Terms of Reference.

3.4 This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.

4.5 A firm will be selected under a **Quality and Cost Based Selection** and procedures described in this RFP.

5.6 The RFP includes the following documents:

- Section I. Request for Proposal (Letter of Invitation)
- Section II. Instructions to Consultants
- Section III. Proposal Data Sheet
- Section IV. Technical Proposal - Standard Forms
- Section V. Financial Proposal - Standard Forms
- Section VI. Eligible Countries
- Section VII. Terms of Reference
- Section VIII. Standard Forms of Contract (**LUMP SUM ASSIGNMENTS**)

6.7 Please submit your proposal on the following address:

**Karachi Tools, Dies & Moulds Centre  
Procurement Department**

Sector No 38, NC No24 Adjacent to Pakistan Refinery Limited,  
Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan  
Ph: (92-21) 35120501 & 35120499 – 500 | Website: www.ktdmc.com

## Section II. Instructions to Consultants

### A. General Provisions

<b>1. Definitions</b>	<p>1.1 Definition</p> <ul style="list-style-type: none"><li>a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.</li><li>b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.</li><li>c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.</li><li>d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).</li><li>e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section II that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.</li><li>f) “Day” means a calendar day.</li></ul>
-----------------------	--

	<p>g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).</p> <p>h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.</p> <p>i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.</p> <p>j) “ITC” (this Section II of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.</p> <p>k) “LOI” (this Section I of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants.</p> <p>l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.</p> <p>m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.</p> <p>n) “RFP” means the Request for Proposals to be prepared by the Procuring Agency for the selection of Consultants, based on the SRFP.</p> <p>o) “Services” means the work to be performed by the Consultant pursuant to the Contract.</p> <p>p) “SRFP” means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.</p> <p>q) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.</p> <p>r) “TORs” (this Section VII of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and</p>
--	---



	the Consultant, and expected results and deliverables of the assignment.
<b>2. Introduction</b>	<p>2.1 The Procuring Agency named in the Data Sheet intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.</p> <p>2.2 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.</p> <p>2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.</p> <p>2.4 The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.</p>
<b>3. Conflict of Interest</b>	<p>3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.</p> <p>3.2 The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Authority.</p> <p>3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:</p>
<b>a. Conflicting activities</b>	(i) <u>Conflict between consulting activities and procurement of goods, works or non-consulting services:</u> a firm that has been engaged by the Procuring Agency to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.
<b>b. Conflicting assignments</b>	(ii) <u>Conflict among consulting assignments:</u> a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another

	assignment of the Consultant for the same or for another Procuring Agency.
<b>c. Conflicting relationships</b>	(iii) <u>Relationship with the Procuring Agency's staff</u> : a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency, or of a recipient of a part of the financing in case the project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the 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 Authority throughout the selection process and the execution of the Contract.
<b>4. Unfair Competitive Advantage</b>	4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Procuring Agency shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.
<b>5. Corrupt and Fraudulent Practices</b>	5.1 The Authority requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section VII. 5.2 In further pursuance of this Regulatory Framework, Consultants shall permit and shall cause their agents (where declared or not), sub-contractors, sub-consultants, service providers, suppliers, and personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any short listing process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Agency.
<b>6. Responsibility</b>	6.1 The Procuring Agency permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for the project. 6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements. As an exception to the foregoing Clauses 6.1 and 6.2 above:
<b>a. Sanctions</b>	6.3 A firm or an individual declared blacklisted by the Authority in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract, during such period of time as the Authority shall determine. The list of debarred firms and individuals is available at the electronic address specified in the <b>Data Sheet</b> .

<b>b. Prohibitions</b>	6.4 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section VI (Eligible Countries).
<b>c. Restrictions for public employees</b>	6.5 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they (i) are on leave of absence without pay, or have resigned or retired; (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and (iii) Their hiring would not create a conflict of interest.

## B. Preparation of Proposals

<b>7. General Considerations</b>	7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
<b>8. Cost of Preparation of Proposal</b>	8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.
<b>9. Language</b>	9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall be written in the language(s) specified in the Data Sheet.
<b>10. Documents Comprising the Proposal</b>	10.1 The Proposal shall comprise the documents and forms listed in the <b>Data Sheet</b> . If specified in the <b>Data Sheet</b> , the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Procuring Regulatory Framework regarding corrupt and fraudulent practices.
<b>11. Only One Proposal</b>	11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the

	Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the <b>Data Sheet</b> and subject to regulatory instructions, if any.
<b>12. Proposal Validity</b>	<p>12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the PA. To ensure the validity of proposal, it shall contain bid/proposal security or bid/proposal securing declaration as a complementary bid/proposal securing instrument having the validity twenty-eight days more than the bid/proposal validity period.</p> <p>12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.</p> <p>12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.</p>
<b>a. Extension of Validity Period</b>	<p>12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the procuring agency) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.</p> <p>12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.</p> <p>12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.</p>
<b>b. Substitution of Key Experts at Validity Extension</b>	<p>12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.</p> <p>12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.</p>

<b>c. Sub-Contracting</b>	12.9 The Consultant shall not subcontract the whole of the Services.
<b>d. Proposal Securing Declaration</b>	<p>12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.</p> <p>12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive.</p> <p>12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.</p> <p>12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security.</p> <p>12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration:</p> <ul style="list-style-type: none"> <li>(a) if the Consultant withdraws its Proposal, except as provided in <b>ITC 12.6</b> or</li> <li>(b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to: <ul style="list-style-type: none"> <li>(i) sign the contract, or</li> <li>(ii) furnish the required performance security</li> </ul> </li> </ul>
<b>13. Clarification and Amendment of RFP</b>	<p>13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the <b>Data Sheet</b> before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the <b>Data Sheet</b>. The Procuring Agency 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 its source) to all eligible Consultants. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:</p> <ul style="list-style-type: none"> <li>i. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.</li> <li>ii. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.</li> </ul> <p>13.12 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the respective amendment</p>

	in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
<b>14. Preparation of Proposals – Specific Considerations</b>	<p>14.1 While preparing the Proposal, the Consultant must give particular attention to the following:</p> <ul style="list-style-type: none"> <li>i. The Procuring Agency may indicate in the <b>Data Sheet</b> the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.</li> <li>ii. If stated in the <b>Data Sheet</b>, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the <b>Data Sheet</b>) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the <b>Data Sheet</b>.</li> <li>iii. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the <b>Data Sheet</b>, and the Financial Proposal shall not exceed this budget.</li> </ul>
<b>15. Technical Proposal Format and Content</b>	<p>15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.</p> <p>15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the <b>Data Sheet</b> and using the Standard Forms provided in Section IV of the RFP.</p>
<b>16. Financial Proposal</b>	16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section V of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the <b>Data Sheet</b> .
<b>a. Taxes</b>	16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.
<b>b. Currency of Proposal</b>	16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency.
<b>c. Currency of Payment</b>	16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

## C. Submission, Opening and Evaluation

<b>17. Submission, Sealing, and Marking of Proposals</b>	<p>17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the <b>Data Sheet</b>, the Consultant has the option of submitting its Proposals electronically.</p> <p>17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.</p> <p>17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.</p> <p>17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.</p> <p>17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the <b>Data Sheet</b>. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.</p> <p>17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "<b>TECHNICAL PROPOSAL</b>", "[Name of the Assignment]", reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE]</b>."</p> <p>17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "<b>FINANCIAL PROPOSAL</b>" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>"</p> <p>17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "<b>DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]</b>".</p> <p>17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no</p>
--	--

<b>Withdrawal of Bids</b>	<p>responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>17.9 The Proposal or its modifications must be sent to the address indicated in the <b>Data Sheet</b> and received by the Procuring Agency no later than the deadline indicated in the <b>Data Sheet</b>, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.</p> <p>17.10 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal, is received by the Procuring Agency prior to the deadline for submission of Proposal.</p> <p>17.11 Revised Proposal may be submitted after the withdrawal of the original Proposal.</p> <p>17.12 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p>
<b>18. Confidentiality</b>	<p>18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.</p> <p>18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.</p> <p>18.3 Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the Procuring Agency on any matter related to the selection process, it should do so only in writing.</p>
<b>19. Opening of Proposal (Technical Proposals)</b>	<p>19.1 The Procuring Agency will open all Proposals, in public, in the presence of Consultant’ or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the <b>BDS</b>. The Consultant’ representatives present shall sign a register as proof of their attendance.</p> <p>19.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal</p>



	<p>withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.</p> <p>19.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.</p> <p>19.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Any Modification shall be read out along with the Original Proposal except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial Proposal opening date.</p> <p>19.5 The Procuring Agency’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the <b>Data Sheet</b>). The opening date, time and the address are stated in the <b>Data Sheet</b>. The envelopes with the Financial Proposal shall remain sealed until they are opened in accordance with Clause 23 of the ITC.</p> <p>19.6 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the <b>Data Sheet</b>.</p>
<b>20. Proposals Evaluation</b>	<p>20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p>20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p>

<b>21. Evaluation of Technical Proposals</b>	21.1 The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the <b>Data Sheet</b> . Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the <b>Data Sheet</b> .
<b>22. Financial Proposals for QBS</b>	22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract. 22.2 Only the Financial Proposal of the technically top-ranked Consultant (as predefined in the Evaluation Criteria) is opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.
<b>23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)</b>	23.1 After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the <b>Data Sheet</b> ) is optional and is at the Consultant's choice. 23.2 The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals 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. Copies of the record shall be sent to all Consultants who submitted Proposals.
<b>24. Correction of Errors</b>	24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

<b>a. Time-Based Contracts</b>	24.1.1 If a Time-Based contract form is included in the RFP, the Procuring Agency's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
<b>25. Taxes</b>	25.1 The Procuring Agency's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the in accordance with the instructions in the <b>Data Sheet</b> .
<b>26. Conversion to Single Currency</b>	26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the <b>Data Sheet</b> .
<b>27. Combined Quality and Cost Evaluation</b>	
<b>a. Quality- and Cost-Based Selection (QCBS)</b>	27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
<b>b. Fixed-Budget Selection (FBS)</b>	27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.3 of the Data Sheet shall be rejected. 27.3 The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.
<b>Least-Cost Selection</b>	27.4 In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

#### **D. Negotiations and Award**

<b>28. Negotiations</b>	28.1 The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
-------------------------	---

	28.2	The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.
<b>a. Availability of Key Experts</b>	28.3	The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.
	28.4	Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.
<b>b. Technical negotiations</b>	28.5	The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.
<b>c. Financial Negotiations</b>	28.6	There shall be no financial negotiations, however, it may include only the clarification of the Consultant's tax liability and how it should be reflected in the Contract.
<b>29. Conclusion of Negotiations</b>	29.1	The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant's authorized representative.
	29.2	If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next-ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.
<b>30. Award of Contract</b>	30.1.	Subject to ITC 29, the Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be: a) eligible in accordance with the provisions of ITC 6;

	<p>b) is determined to be qualified to perform the Contract satisfactorily; and</p> <p>c) Successful negotiations have been concluded, if any.</p>
<b>31. Grievance Redressal Mechanism</b>	<p>31.1 Procuring agency shall constitute a Grievance Redressal Committee (GRC) comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one subject specialist depending the nature of the procurement.</p> <p>31.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.</p> <p>31.3 Any Bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than seven of the announcement of technical evaluation report and five days after issuance of final evaluation report.</p> <p>31.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.</p> <p>31.5 In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report: Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p> <p>31.6 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.</p> <p>31.7 Any bidder or the procuring agency not satisfied with the decision of the GRC may file Appeal before the Appellate Committee of the Authority on prescribed format after depositing the fee as prescribed in “Redressal of Grievance Regulations, 2021”.</p> <p>31.8 The Committee, upon receipt of the Appeal against the decision of the GRC complete in all respect shall serve notices in writing upon all the parties to Appeal.</p> <p>31.9 The committee shall call the record from the concerned procuring agency or the GRC as the case may be, and the same shall be provided within prescribed time.</p> <p>31.10 The committee may after examination of the relevant record and hearing all the concerned parties, shall decide the complaint within fifteen (15) days of receipt of the Appeal.</p> <p>31.11 The decision of the Committee shall be in writing and shall be signed by the Head and each Member of the Committee. The decision of the committee shall be final.</p>

<b>32. Mechanism of Blacklisting</b>	<p>32.1 The Procuring Agency shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:</p> <ul style="list-style-type: none"> <li>i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;</li> <li>ii. Fails to perform his contractual obligations; and</li> <li>iii. Fails to abide by the id securing declaration;</li> </ul> <p>32.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Procuring Agency proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Procuring Agency to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.</p> <p>32.3 The procuring agency shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice</p> <p>32.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Procuring Agency may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.</p> <p>32.5 In case the bidder or contractor submits written reply of the show cause notice, the Procuring Agency may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.</p> <p>32.6 The Procuring Agency shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Procuring Agency for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.</p> <p>32.7 The procuring Agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.</p>
--------------------------------------	---

	<p>32.8 The Procuring Agency shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.</p> <p>32.9 Such blacklisting or barring action shall be communicated by the procuring agency to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.</p> <p>32.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with “Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021”. The Committee shall evaluate the case and decide within ninety days of filing of review petition.</p> <p>32.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.</p> <p>32.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.</p>
--	---

### Section III. Proposal Data Sheet

A. General	
ITC Clause Reference	
2.1	<p>Name of the Procuring Agency: <b>Karachi Tools, Dies &amp; Moulds Centre</b></p> <p>Method of Selection: <b>Quality &amp; Cost Based Selection</b></p>
2.2	<p><b>Financial Proposal is to be submitted in separate envelope as per the as per the Single Stage Two Envelop Bidding Procedure</b></p> <p>The name of the assignment is: <b>“Selection of Engineering Consulting Services for Documentation, Supervision and inspection of Civil, MEP, Fire &amp; Safety works”.</b></p>
2.3	<p><b>A pre-proposal conference/meeting will be held: Not Applicable</b></p> <p><i>Date of pre-proposal conference/meeting:</i> _____</p> <p><i>Time:</i> _____</p> <p><i>Address:</i> _____</p> <p><i>Telephone:</i> _____ <i>Facsimile:</i> _____</p> <p><i>E-mail:</i> _____</p> <p><i>Contact person/conference coordinator:[insert name and title]</i></p> <p>_____</p>
2.4	<p><b>The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:</b></p>



	<p>Site visit and other related documents including the following documents will be provided to the bidder upon written request:</p> <ul style="list-style-type: none"> <li>• <b>Approved Drawings</b></li> </ul> <table border="1"> <thead> <tr> <th colspan="2">List of Available Drawings</th></tr> </thead> <tbody> <tr><td>1</td><td>Civil Drawings</td></tr> <tr><td>2</td><td>Architecture Drawings</td></tr> <tr><td>3</td><td>Electrical Drawings</td></tr> <tr><td>3a</td><td>Site Plan with Electrical Room Layout Plan</td></tr> <tr><td>3b</td><td>Lighting Layout Plan</td></tr> <tr><td>3c</td><td>Utility Layout Plan</td></tr> <tr><td>3d</td><td>Data &amp; Telecom &amp; CCTV System Layout Plan</td></tr> <tr><td>3e</td><td>Fire Alarm System Layout Plan</td></tr> <tr><td>3f</td><td>Earthing System Layout Plan</td></tr> <tr><td>3g</td><td>Lighting Protection System Layout Plan</td></tr> <tr><td>3h</td><td>Ventilation Fan Power Layout Plan</td></tr> <tr><td>3i</td><td>Proposed Single Line Diagram</td></tr> <tr><td>4</td><td>Fire Protection &amp; Safety</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>• <b>Reports &amp; Approvals</b></li> </ul> <table border="1"> <tbody> <tr><td>1</td><td>Soil Test Report</td></tr> <tr><td>2</td><td>Vetting Report</td></tr> <tr><td>3</td><td>Additional Approval of Proposed Submission Drawings from PIDC</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>• <b>Bill of Quantity (BOQs)</b></li> </ul> <table border="1"> <tbody> <tr><td>1</td><td>Civil &amp; Architecture</td></tr> <tr><td>2</td><td>Electrical with Technical Specifications</td></tr> <tr><td>3</td><td>Fire &amp; Safety with Technical Specifications</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>• <b>Engineer Estimates</b></li> </ul> <table border="1"> <tbody> <tr><td>1</td><td>Civil &amp; Architecture</td></tr> <tr><td>2</td><td>Fire protection &amp; safety</td></tr> </tbody> </table> <ul style="list-style-type: none"> <li>• KTDMC will provide work place with Table and Chair for Resident Engineer.</li> </ul>	List of Available Drawings		1	Civil Drawings	2	Architecture Drawings	3	Electrical Drawings	3a	Site Plan with Electrical Room Layout Plan	3b	Lighting Layout Plan	3c	Utility Layout Plan	3d	Data & Telecom & CCTV System Layout Plan	3e	Fire Alarm System Layout Plan	3f	Earthing System Layout Plan	3g	Lighting Protection System Layout Plan	3h	Ventilation Fan Power Layout Plan	3i	Proposed Single Line Diagram	4	Fire Protection & Safety	1	Soil Test Report	2	Vetting Report	3	Additional Approval of Proposed Submission Drawings from PIDC	1	Civil & Architecture	2	Electrical with Technical Specifications	3	Fire & Safety with Technical Specifications	1	Civil & Architecture	2	Fire protection & safety
List of Available Drawings																																													
1	Civil Drawings																																												
2	Architecture Drawings																																												
3	Electrical Drawings																																												
3a	Site Plan with Electrical Room Layout Plan																																												
3b	Lighting Layout Plan																																												
3c	Utility Layout Plan																																												
3d	Data & Telecom & CCTV System Layout Plan																																												
3e	Fire Alarm System Layout Plan																																												
3f	Earthing System Layout Plan																																												
3g	Lighting Protection System Layout Plan																																												
3h	Ventilation Fan Power Layout Plan																																												
3i	Proposed Single Line Diagram																																												
4	Fire Protection & Safety																																												
1	Soil Test Report																																												
2	Vetting Report																																												
3	Additional Approval of Proposed Submission Drawings from PIDC																																												
1	Civil & Architecture																																												
2	Electrical with Technical Specifications																																												
3	Fire & Safety with Technical Specifications																																												
1	Civil & Architecture																																												
2	Fire protection & safety																																												
<b>4.1</b>	Unfair Competitive Advantage: <b>Not applicable</b>																																												

<b>6.3</b>	A list of debarred firms and individuals is available at the PPRA website: <a href="https://ppra.org.pk/">https://ppra.org.pk/</a>
<b>B. Preparation of Proposals</b>	
<b>9.1</b>	The <b>language of the Bid</b> is <b>English</b> All correspondence shall be in <b>English</b> The language for translation of supporting documents and printed literature is <b>English</b> .
<b>10</b>	<b>The Proposal shall comprise the following:</b>  <b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b> Power of Attorney <b>to sign the Proposal</b> TECH-1 <b>TECHNICAL PROPOSAL SUBMISSION FORM</b> TECH-2 <b>CONSULTANT'S ORGANIZATION AND EXPERIENCE</b> TECH-3 <b>Not Applicable</b> TECH-4 <b>DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE</b> TECH-5 <b>NOT APPLICABLE</b> TECH-6 <b>TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS</b>  <b>2<sup>nd</sup> Inner Envelop with the Financial Proposal:</b> FIN-1 <b>FINANCIAL PROPOSAL SUBMISSION FORM</b> FIN-2 <b>SUMMARY OF COSTS</b>
<b>10.1</b>	Statement of Undertaking is required: <b>Not Applicable</b>
<b>11.1</b>	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: <b>Not Applicable</b>
<b>12.1</b>	Proposals shall be valid until: <b>90 Days</b>
<b>13.1</b>	<b>Clarifications may be requested no later than Seven days prior to the submission deadline.</b>  The contact information for requesting clarifications is:  <b>Karachi Tools, Dies &amp; Moulds Centre (KTDMC)</b> <b>Procurement Department</b> Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan

	Ph: (92-21) 35120501 & 35120499 – 500 & 35121890  E-mail: <a href="mailto:Ghulam.haider@ktdmc.com">Ghulam.haider@ktdmc.com</a> & <a href="mailto:Danish.sheikh@ktdmc.com">Danish.sheikh@ktdmc.com</a>
<b>14.1.2</b>	Estimated input of Key Experts' time-input: <b>As per Terms of Reference Not Applicable</b>  Estimated total cost of the assignment: <b>Not Applicable</b>
<b>14.1.3</b>	<b>Not Applicable</b>
<b>15.2</b>	The format of the Technical Proposal to be submitted is: <b>FTP (Full Technical Proposal)</b>  <b>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</b>
<b>16.1</b>	<b>Not Applicable</b>
	A price adjustment provision applies to remuneration rates: <b>Not applicable</b>
<b>16.2</b>	Information on the Consultant's tax obligations can be found: <b>Not applicable</b>
<b>16.3</b>	The Financial Proposal shall be stated in the following currency: <b>PKR</b>
<b>C. Submission, Opening and Evaluation</b>	
<b>17.1</b>	<b>The Consultants shall not have the option of submitting their Proposals electronically.</b>
<b>17.4</b>	<b>The Consultant must submit:</b>  (a) <b>Technical Proposal:</b> One (1) original and <b>One Copy</b>  (b) <b>Financial Proposal:</b> One (1) original.
<b>17.7 and 17.9</b>	<b>The Proposals must be submitted no later than:</b>  <b>Revised Date: 7<sup>th</sup> March, 2024 (Instead of 13<sup>th</sup> February, 2024)</b> <b>Time: 10:30 a.m.</b>  <b>The Proposal submission address is:</b> <b>Karachi Tools, Dies &amp; Moulds Centre (KTDMC)</b>

	<p><b><u>Procurement Department</u></b> Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan Ph: (92-21) 35120501 &amp; 35120499 – 500 &amp; 35121890</p>																
19.5	<p>An online option of the opening of the Technical Proposals is offered: <b>No</b></p> <p><b>The opening shall take place at:</b></p> <p><b>Karachi Tools, Dies &amp; Moulds Centre (KTDMC)</b> <b><u>Procurement Department</u></b> Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan Ph: (92-21) 35120501 &amp; 35120499 – 500 &amp; 35121890</p> <p><b><u>Revised Date: 7<sup>th</sup> March, 2024 (Instead of 13<sup>th</sup> February, 2024)</u></b> <b>Time: 11:00 a.m.</b></p>																
19.6	<p><b>In addition, the following information will be read aloud at the opening of the Technical Proposals : Not applicable</b></p>																
21.1 (for FTP)	<p style="text-align: center;"><b><u>EVALUATION CRITERIA</u></b></p> <p><b>Mandatory Requirements:</b> The Bidder shall furnish, as part of its Technical Proposal, all those documents establishing the Bidder’s eligibility for further evaluation of the technical proposal:</p> <ol style="list-style-type: none"><li>Valid Pakistan Engineering Council (PEC) Certificate with project code 1201 and service code 0546 &amp; 0548 (Mandatory).</li><li>Having office in Karachi (Mandatory).</li><li>Valid NTN &amp; SST Certificate and Tax Registration (Status should be active).</li><li>Applicant must have Average Annual Turn-over of last 3 Years must be PKR 50 million.</li><li>Affidavit that the firm is not blacklisted.</li></ol> <p><b><u>Note:</u></b> <b>Firms, who will not meet the mandatory requirement, will be disqualified.</b></p> <p style="text-align: center;"><b>EVALUATION TO TECHNICAL PROPOSAL</b></p> <table><tr><td>Description</td><td>Weightage</td><td>Description</td><td>Weightage</td><td>Description</td><td>Weightage</td><td>Description</td><td>Weightage</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Description	Weightage	Description	Weightage	Description	Weightage	Description	Weightage								
Description	Weightage	Description	Weightage	Description	Weightage	Description	Weightage										

	1. EXPERIENCE OF FIRM	30%	General Experience	9%				
			Specific Experience of Firm	21%	Procurement Services	4.20 %		
					Construction Supervision	14.70 %		
					Project Monitoring	2.10 %		
	2. QUALITY OF ITS PERSONNEL'S EXPERTISE	60%	Academic Qualification	15%				
			Professional experience related to assignment	39%	Experience of working environment	30%	Experience in Lead Position	21%
							Experience as Senior Professional	6%
							Experience as Junior Professional	3%
							General	9%
			Experience / knowledge of local languages	6%				
	3. ADEQUACY AND QUALITY OF THE PROPOSED METHODOLOGY, AND WORK PLAN	10%						
		100%						

	• 06-07	85% of 9	7.65	
	• 08-09	95% of 9	8.55	
	• 10 and above	100% of 9	9.00	
	<b>1.2. Specific Experience of Firm</b>			
	<b>1.2.1. Procurement Services</b>			
	• 01 Project	70% of 4.2	2.94	4.20
	• 02 Projects	90% of 4.2	3.78	
	• 03 Projects	100% of 4.2	4.20	
	<b>1.2.2. Construction Supervision</b>			
	• 01 Project	70% of 14.7	10.29	14.70
	• 02 Projects	90% of 14.7	13.23	
	• 03 Projects	100% of 14.7	14.70	
	<b>1.2.3. Project Monitoring</b>			
	• 01 Project	70% of 2.1	1.47	2.10
	• 02 Projects	90% of 2.1	1.89	
	• 03 Projects	100% of 2.1	2.10	
	<b>2. Quality of its personnel expertise</b>			
	<b>2.1. Academic Qualification (Score will be aggregated for each qualification of Resident Engineer)</b>			
	• Bachelors of Engg. (Specified Discipline)	80% of 15	12.00	15.00
	• Master of Engg. (Specified Specialization) 05%	05% of 15	0.75	
	• Ph.D. Engg 05%	05% of 15	0.75	
	• Management (Degree/Diploma/ Training) 05%	05% of 15	0.75	
	• Professional Papers, Recognition by the Govt./Professional Institutions	05% of 15	0.75	
	<b>2.2. Professional Experience</b>			
	<b>2.2.1. Experience of working environment</b>			
	<b>2.2.1.1. Experience for Resident Engineer</b>			
	• Experience in Lead Position (7 years)	70% of 21	14.70	21.00
	• Experience in Lead Position (8 years)	800% of 21	16.80	

	<ul style="list-style-type: none"> <li>Experience in Lead Position (9 years)</li> </ul>	90% of 21	18.90	
	<ul style="list-style-type: none"> <li>Experience in Lead Position (10 years or above)</li> </ul>	100% of 21	21.00	
	<b>2.2.1.2. Experience for Asst. Resident Engineer</b>			
	<ul style="list-style-type: none"> <li>Experience in Senior Position (7 years)</li> </ul>	70% of 6	4.20	6.00
	<ul style="list-style-type: none"> <li>Experience in Senior Position (8 years)</li> </ul>	80% of 6	4.80	
	<ul style="list-style-type: none"> <li>Experience in Senior Position (9 years)</li> </ul>	90% of 6	5.40	
	<ul style="list-style-type: none"> <li>Experience in Senior Position (10 years or above)</li> </ul>	100% of 6	6.00	
	<b>2.2.1.3. Experience for SITE Inspector</b>			
	<ul style="list-style-type: none"> <li>Experience in Junior Position (7 years)</li> </ul>	70% of 3	2.10	3.00
	<ul style="list-style-type: none"> <li>Experience in Junior Position (8 years)</li> </ul>	80% of 3	2.40	
	<ul style="list-style-type: none"> <li>Experience in Junior Position (9 years)</li> </ul>	90% of 3	2.70	
	<ul style="list-style-type: none"> <li>Experience in Junior Position (10 years or above)</li> </ul>	100% of 3	3.00	
	<b>2.2.2. General Experience</b>			
	<ul style="list-style-type: none"> <li>General Experience (7 years)</li> </ul>	70% of 9	6.30	9.00
	<ul style="list-style-type: none"> <li>General Experience (8 years)</li> </ul>	10% of 9	7.20	
	<ul style="list-style-type: none"> <li>General Experience (9 years)</li> </ul>	10% of 9	8.10	
	<ul style="list-style-type: none"> <li>General Experience (10 years or above)</li> </ul>	10% of 9	9.00	
	<b>2.3. EXPERIENCE / KNOWLEDGE OF LOCAL LANGUAGES</b>			
	<ul style="list-style-type: none"> <li>National Experience</li> </ul>	65% of 6	3.90	6.00
	<ul style="list-style-type: none"> <li>International Experience</li> </ul>	20% of 6	1.20	
	<ul style="list-style-type: none"> <li>Specific Province Experience 1.5%</li> </ul>	15% of 6	0.90	
	<b>3. Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference</b>			10.00

	<table><tr><td><b>Total</b></td><td></td><td></td><td><b>100.00</b></td></tr></table> <p><b>The Minimum Technical Score (St) required to pass is: 70</b></p>	<b>Total</b>			<b>100.00</b>
<b>Total</b>			<b>100.00</b>		
<b>23.1</b>	An online option of the opening of the Financial Proposals is offered: <b>No.</b>				
<b>25.1</b>	For the purpose of the evaluation, the Procuring Agency will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract’s invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Procuring Agency’s country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Procuring Agency on behalf of the Consultant.				
<b>26.1</b>	The single currency for the conversion of all prices expressed in various currencies into a single one is: <b>Not Applicable</b>				
<b>27.1</b> <b>(QCBS only)</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p><b>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</b></p> <p><b>Sf = 100 x Fm/ F</b>, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p><b>The weights given to the Technical (T) and Financial (P) Proposals are:</b> <b>T = 80%, and</b> <b>P = 20%</b></p> <p>Proposals are 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; <b>T + P = 1</b>) as following: <b>S = St x T% + Sf x P%.</b></p>				
<b>D. Negotiations and Award</b>					
<b>28.1</b>	<p><i>Expected date and address for contract negotiations:</i></p> <p><i>Date: _____ day/month/year [for example, 15 January 2022]</i></p> <p><i>Address: _____</i></p>				



	<b>Not Applicable</b>
<b>30.1</b>	<p><i>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: _____[insert the website(s) address where the information will be published.]</i></p> <p><i>The publication will be done within [insert number of] days after the contract signing.</i></p> <p><b>Not Applicable</b></p>
	<p><b><i>Expected date for the commencement of the Services:</i></b></p> <p><b><i>Date:</i></b> _____ <b><i>at:</i></b> _____ <b><i>[insert location]</i></b></p> <p><b>Within Two weeks after signing of contract</b></p>

## **Section IV. Technical Proposal – Standard Forms**



## Section IV. Technical Proposal – Standard Forms

*{Notes to Consultant shown in brackets { } throughout Section IV provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}*

### CHECKLIST OF REQUIRED FORMS

Required for FTP or STP (√)		FORM	DESCRIPTION	Page Limit
FTP	STP			
√	√	TECH-1	Technical Proposal Submission Form.	
“√” If applicable		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable		Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√		TECH-2	Consultant’s Organization and Experience.	
√		TECH-2A	A. Consultant’s Organization	
√		TECH-2B	B. Consultant’s Experience	
√		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Procuring Agency. <b>Not Applicable</b>	
√		TECH-3A	A. On the Terms of Reference <b>Not Applicable</b>	
√		TECH-3B	B. On the Counterpart Staff and Facilities <b>Not Applicable</b>	
√	√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	√	TECH-5	Work Schedule and Planning for Deliverables <b>Not Applicable</b>	
√	√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

**All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.**

**Form TECH-1**  
**Technical Proposal Submission Form**

---

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

To:

**Karachi Tools, Dies & Moulds Centre (KTDMC)**

**Procurement Department**

Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan

Ph: (92-21) 35120501 & 35120499 – 500 & 35121890

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Selection of Engineering Consulting Services for Documentation, Supervision and inspection of Civil, MEP, Fire & Safety works** in accordance with your Request for Proposals dated **21st January, 2024** and our Proposal **Quality and Cost Based Selection**, “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”.

*{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.*

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency.
- (b) Our Proposal shall be valid and remain binding upon us until ~~5<sup>th</sup> June 2024~~ **22nd April, 2024**.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) *[Note to Procuring Agency: Only if required in ITC10.1 (Data Sheet 10.1), include the following: In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Procuring Agency.]*

- (e) Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

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

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

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

Name of Consultant (company's name or JV's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

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

Contact information (phone and e-mail): \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

**Form TECH-2**  
**(For Full Technical Proposal Only)**  
**Consultant's Organization and Experience**

---

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

**A - Consultant's Organization**

- 1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.*
- 2. Include organizational chart, a list of Board of Directors, and beneficial ownership*

**B - Consultant's Experience**

- 1. List only previous similar assignments successfully completed in the last [.....] years.*
- 2. List only those assignments for which the Consultant was legally contracted by the Procuring Agency as a company or was one of the joint venture partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Agency.*

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/outputs</b>	<b>Name of Procuring Agency &amp; Country of Assignment</b>	<b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
<i>{e.g., Jan.2009–Apr.2010}</i>	<i>{e.g., “Improvement quality of.....”: designed master plan for rationalization of .....; }</i>	<i>{e.g., Ministry of ....., country}</i>	<i>{e.g., PKR 1 mil/PKR 0.5 mil}</i>	<i>{e.g., Lead partner in a JV A&amp;B&amp;C}</i>
<i>{e.g., Jan-May 2008}</i>	<i>{e.g., “Support to sub-national government.....”: drafted secondary level regulations on.....}</i>	<i>{e.g., municipality of....., country}</i>	<i>{e.g., PKR0.2 mil/PKR 0.2 mil}</i>	<i>{e.g., sole Consultant}</i>



**Form TECH-3 (NOT APPLICABLE)  
(For Full Technical Proposal)**

---

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Agency, including: administrative support, office space, local transportation, equipment, data, etc.

**Not Applicable**

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{Comments on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

**Form TECH-4**  
**(For Full Technical Proposal Only)**  
**Description of Approach, Methodology, and Work Plan in Responding to**  
**the Terms of Reference**

---

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

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

a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks *Note to Procuring Agency: add the following for supervision of infrastructure contracts such as Plant or Works and for other consulting services where the social risks are substantial or high*: “(including on the [environmental and] social aspects)” to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

**Form TECH-5 (NOT APPLICABLE)**  
**(For FTP and STP)**  
**Work Schedule and planning for deliverables**

N°	Deliverables <sup>1</sup> (D-..)	Months												TOTAL
		1	2	3	4	5	6	7	8	9	10	11	12	
<b>D-1</b>	{e.g., Deliverable #1: Report A}													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5).....													
	6) delivery of final report to Procuring Agency}													
<b>D-2</b>	{e.g., Deliverable #2: .....}													
<b>n</b>														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

**Form TECH-6**  
**(For FTP and STP)**  
**Team Composition, Assignment, and Key Experts' inputs**

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1	D-2	D-3	.....	D-...				Home	Field	Total
<b>KEY EXPERTS</b>														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
n														
<b>Subtotal</b>														
<b>NON-KEY</b>														
N-1			[Home]											
			[Field]											
N-2														
n														
<b>Subtotal</b>														
<b>Total</b>														

- 
- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
  - 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
  - 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Procuring Agency’s country or any other country outside the expert’s country of residence.



**Full time input**



**Part time input**

**Form TECH-6 (Continued)**  
**CURRICULUM VITAE (CV)**

<b>Position Title and No.</b>	<i>{e.g., K-1, TEAM LEADER}</i>
<b>Name of Expert:</b>	<i>{Insert full name}</i>
<b>Date of Birth:</b>	<i>{day/month/year}</i>
<b>Country of Citizenship/Residence</b>	

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

**Employment record relevant to the assignment:** {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Agency's and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<b>Period</b>	<b>Employing organization and your title/position. Contact info for references</b>	<b>Country</b>	<b>Summary of activities performed relevant to the Assignment</b>
<i>[e.g., May 2005-present]</i>	<i>[e.g., Ministry of ....., advisor/consultant to...  For references: Tel...../e-mail.....; Mr. Hbbbbb, deputy minister]</i>		

**Membership in Professional Associations and Publications:**

**Language Skills (indicate only languages in which you can work):** \_\_\_\_\_

---

**Adequacy for the Assignment:**

<b>Detailed Tasks Assigned on Consultant's Team of Experts:</b>	<b>Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks</b>
<i>{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}</i>	

**Expert's contact information:** (E-mail ....., Phone.....)

**Certification:**

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

*{day/month/year}*

---

**Name of Expert**

**Signature**

**Date**

*{day/month/year}*

---

**Name of Authorized**

Representative of the Consultant  
(the same who signs the Proposal)

**Signature**

**Date**

## **Section V. Financial Proposal - Standard Forms**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the 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 in Section II.

**FIN-1 Financial Proposal Submission Form**

**FIN-2 Summary of Costs On The Basis Of “FIXED LUMP SUM PAYEMENT CONTRACT”**



---

**FORM FIN-1**  
**Financial Proposal Submission Form**

---

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

To:

**Karachi Tools, Dies & Moulds Centre (KTDMC)**

**Procurement Department**

Sector no 38, NC No24 Adjacent to Pakistan Refinery Limited, Korangi Creek Industrial Park, Korangi Creek Road Karachi, Pakistan

Ph: (92-21) 35120501 & 35120499 – 500 & 35121890

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Selection of Engineering Consulting Services for Documentation, Supervision and inspection of Civil, MEP, Fire & Safety works** in accordance with your Request for Proposal dated **21st January, 2024** and our Technical Proposal.

Our attached Financial Proposal is for the amount of *{Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.*

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until **5<sup>th</sup> June~~22nd April~~, 2024** |

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party 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: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

**FORM FIN-2**  
**Summary of Costs On The Basis Of “FIXED LUMP SUM  
PAYEMENT CONTRACT”**

Project Description	Total Bid Price (PKR)
Detailed Supervision of Civil, MEP, Fire & Safety works for Establishment of High Tensile Sheet Metal Dies Manufacturing & Titanium Coating Setup in accordance with the Term of Reference stated at Section VII and terms and conditions stated in the Request for Proposal	

- 1) Above prices shall be quoted on the basis **“Fixed Lump Sum Payment Contract”**, inclusive of all the applicable taxes, stamp duty, Salary Cost, the Overheads, the Fee and the Direct Non-Salary Costs and out of pocket expense (transportation cost, travel cost locally or internationally, meetings with stakeholders, etc.).

(No additional travel required for the project other than the transportation of Consultants team to the SITE, which shall be covered by the consultant).

- 2) Detailed breakup of cost should be provided by consultant (if require).

Payment shall be made in accordance with the following schedule:

• 7.5% of the bid price shall be released upon preparation of Technical Evaluation Report
• 7.5% of the bid price shall be released upon signing of the contract with the civil contractor
• <del>7.5</del> 5% of the bid price shall be released in 12 monthly installments in accordance with the terms and conditions mentioned in the bidding documents.
• <u>10% of the bid price shall be released after DLP period in accordance with the terms and conditions mentioned in the bidding documents.</u>

**Proposal Security Form**  
**&**  
**Proposal Securing Declaration**

## Proposal Security Form

To: [name of the Procuring Agency]

Whereas [name of the Consultant] (hereinafter called “the Consultant/Service Provider”) has submitted its proposal dated [date of submission of Proposal] for the provision of [name and/or description of the consultancy services] (hereinafter called “the proposal”).

KNOW ALL PEOPLE by these presents that WE [name of Financial Institution] of [name of country], having our registered office at [address of Financial Institution] (hereinafter called “the Bank”), are bound unto [name of PA] (hereinafter called “the Procuring Agency”) in the sum of [amount] for which payment will and duly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Proposal
  - (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
  - (b) Disagreement to arithmetical correction made to the Proposal price; or
  - (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the SRFP Documents.
2. We undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency states the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including twenty-eight (28) days after the period of Proposal Validity, and any demand in respect thereof should reach the Bank not later than the above date.

Name: ..... in the capacity of .....

Signed \_\_\_\_\_  
[Signature of the Bank]

Dated on ..... day of ..... 20 .....

## Proposal Securing Declaration

*[The Consultant shall fill in this Form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month and year)]*

Proposal No.: *[insert number of Proposal process]*

Alternative No.: *[insert identification No if this is a Proposal for an alternative]*

To: *[insert complete name of Procuring Agency]*

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals must be supported by a Proposal Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Procuring Agency for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- (c) having been notified of the acceptance of our Proposal by the Procuring Agency during the period of Proposal Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the SRFP Documents.

We understand this Proposal Securing Declaration shall expire if we are not the successful Service Provider, upon the earlier of (i) our receipt of your notification to us of the name of the successful Service provider; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Proposal Securing Declaration]*

Name: *[insert complete name of person signing the Proposal Securing Declaration]*

Duly authorized to sign the Proposal for and on behalf of: *[insert complete name of Service Provider]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*  
Corporate Seal (where appropriate)

## **Section VI. Eligible Countries**

All the consultants are allowed to participate in the subject procurement without regard to nationality, except consultants of some nationality, prohibited in accordance with policy of the Federal Government.

Following countries are ineligible to participate in the procurement process:

1. India
2. Israel

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), information can be accessed through following link:

<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>

1. *State “none”*

## **Section VII. TERMS OF REFERENCE (TOR)**



## Section VII. TERMS OF REFERENCE (TOR)

### BACKGROUND

Karachi Tools, Dies and Moulds Centre, hereinafter referred as “KTDMC”) was incorporated in 2006 as a company limited by guarantee having share capital under section 42 of the repealed Companies Ordinance, 1984 (now Companies Act, 2017) under the license issued by the Securities and Exchange Commission of Pakistan. The primary objective of the Company is to establish and run an Information Technology (IT) based common facility centre, primarily for improving the skills of engineers and designers, enhancing the quality of designing, engineering and manufacturing of local tools, dies and moulds. The Company is a wholly owned subsidiary of Pakistan Industrial Development Corporation (Private) Limited (PIDC) – the holding company.

KTDMC has initiated a project to establish High Tensile Sheet Metal Die Manufacturing And Titanium Coating Technology the first time in Pakistan to support local industries. The project is sponsored by “Public Sector Development Programme” through Ministry of Industries & Production, Government of Pakistan.

The project requires construction of following two industrial buildings:

WAREHOUSE	DIMENSIONS (m)	AREA (Sq. m)	Floor
RCC Building	5.53 x 38.8	214	Ground (G+2 Future)
Steel Shed	24.4 x 36.6	893	Ground (12.0m Height)

The architectural plan and structural drawings along with MEP have been vetted and approved Pakistan Industrial Development Corporation (Pvt) Ltd. For further details of the project, interested consultants may collect the architectural plan, structural drawings along with MEP, vetting report and approval of PIDC from KTDMC.

### OBJECTIVE(s) OF THE ASSIGNMENT

The objective of the assignment is to appoint an engineering consultant for the documentation, detailed supervision and monitoring of the project to ensure the successful and quality execution of the project in accordance with the specified designs, quality standards, comply with all the relevant laws, rules and regulations, and within the agreed-upon schedule and budget.

### SCOPE OF SERVICE, TASKS (~~COMPONENTS~~~~COMPONENTS~~) AND EXPECTED DELIVERABLES

In order to achieve the objectives of the assignment and comply with the scope of services, the consultant shall engage sufficient and competent team during the contract period. The team

---

shall comprise of both on-site and off-site personnel, which shall include but not limited to the following:

- Procurement & Contract Engineer (Civil) (Minimum B.E Civil with 05 Years of Experience)
- Resident Engineer (Minimum B.E. Civil with 10 Years of Experience)
- Assistant Resident Engineer (MEP) (Minimum B.E. Electrical / Mechanical with 8 Years of Experience)
- Site Inspector (Minimum DAE Civil / Electrical / Mechanical with 5 Years of Experience)

**Note:**

**Minimum one resident engineer shall be present all the time at site while execution. All other experts shall be made available at site when that specific work is being carried out.**

**The overall scope of work is mention stated below:**

**1. Documentation and Reporting:**

The consultant(s) shall deliver the standard workings and write-ups covering but not limited to the following:

- a. Conduct an initial project review to understand the client's requirements, objectives, and project scope;
- b. Collaborate with the client to establish project goals, timelines, and budget constraints;
- c. Prepare complete Bidding documents for the execution of Civil, MEP, Fire & Safety works of the project;
- d. Assist client in Evaluation of Bids;
- e. Prepare of Bid Evaluation reports;
- f. Assist client in awarding the Contract;
- g. Draft contracts for the execution of works;
- h. Maintain detailed and accurate records of all site inspections, tests, and observations;
- i. Prepare regular progress reports for the client using Primavera or MS Project, highlighting key milestones, issues, and resolutions;
- j. Document and communicate any changes to the project scope or specifications;
- k. Ensure that working drawings as issued to the Contractor are complete consistent and coherent across the entire project;
- l. Consultant shall make sure that no work is being carried out without the issuance of check request;

- 
- m. Record Digital photos of work in progress;
  - n. Review and approval of Contractor's survey layouts, shop drawing and levels;
  - o. Review of as-built drawings and assist the client in relevant necessary approvals.
  - p. Monthly progress report, to be submitted within 7 days of the end of each month. Monthly reports should include description of project activities illustrated by progress / completion photographs, status of any delays and contractual claims and details of all latest financial projections. The monthly progress report shall include:
    - (i) A short overview of work to be completed the following month;
    - (ii) An updated schedule (based on Contractor's schedule of progress) showing work progress and completion percentage;
    - (iii) Immediately report problems / difficulties/ non-compliances of contractor; if any; and propose corrective actions;
    - (iv) Job/Assignment Completion Report.

## **2. Construction Supervision, Progress Monitoring and On-Site Inspection:**

- a. Closely monitor and inspect construction activities for compliance with approved plans, specifications and Contract Documents;
- b. Identify causes, or potential causes, of any delay and advise the suitable corrective actions in a timely manner;
- c. Prepare Variation order if necessitated due to site conditions and submit the same for approval.
- d. Monitor and ensure adherence to safety regulations and industry standards.
- e. Verify that materials used meet quality standards and are in accordance with project requirements.
- f. Immediately document and report any deviations, defects, or issues observed during inspections.
- g. Provide recommendations for corrective actions and solutions to problems.
- h. Review and approve method statements and work procedures submitted by contractors.
- i. Verification of Interim Payment Certificates submitted by Contractor;
- j. Verification of all the invoices submitted by the Contractor to the Client for payment.

## **3. Quality Assurance and Control:**

- a. Implement and oversee a quality control program to ensure that work meets established quality standards;
- b. Conduct inspections and tests on construction materials and workmanship;
- c. Review and approve inspection and test plans (ITPs) submitted by contractors;
- d. Work closely with contractors to address and rectify any quality issues.

- 
- e. Field Inspection / Quality assurance / materials testing review and approve test reports submitted by the contractor;
  - f. Ensure compliance with safety and health standards and notify in case of non-compliance.

**4. Coordination and Communication:**

- a. Collaborate with the project team, including architects, engineers, contractors, and subcontractors;
- b. Conduct regular coordination meetings to discuss project progress and address any concerns;
- c. Serve as a point of contact for all construction-related queries and issues;
- d. Coordination in site meetings to be held between representatives of Client and Contractor and prepare minutes of meeting.

**5. Final Inspection and Closeout:**

- a. Conduct a comprehensive final inspection to ensure that all work meets the required standards.
- b. Prepare a punch list of any outstanding items or issues to be addressed before project completion.
- c. Assist in the project closeout process, including the review and approval of as-built drawings and operation and maintenance manuals.

**6. Regulatory Compliance:**

- a. Ensure that all construction activities comply with local, state, and federal regulations.
- b. Obtain necessary permits and approvals as required.

**7. Defect+Liability Period:**

The Consultant shall be responsible for providing services during construction closeout / Defect Liability Period. Services during construction closeout shall include, but not be limited to:

- a. Final inspection and validation of project to determine the completion of works in fulfillment of Contract Documents and rectification of any defect (s) therein;
- b. Recommendation to Client as to the release of payments, securities/ insurances and retention to Contractor.
- c. Review and recommendation / certification of Contractor's Final Bill.
- d. Finalize the handing over / taking over of site.
- e. Recommendation to issue Defect Liability Certificate to the contractor.

---

## 8. SUBMISSIONS:

- a. Signed and Stamped 03 sets of copies of all reports, studies, documents, manuals, estimates, evaluations, tests, plans, drawings and all summaries etc., as stated in above scope of work.
- b. Submission of editable format of all reports, studies, documents, manuals, estimates, evaluations, tests, plans, drawings and all summaries etc., as stated above scope of work.

## TENATIVE SCHEDULE OF SERVICES:

• Prepare first draft of bidding documents within 14 days of signing of contract
• Finalization of bidding documents within 10 days of the submission of first draft.
• Prepare Technical Evaluation Report with 5 days of the bid opening
• Prepare of Final Evaluation Report within 3 days of financial bid opening
• Prepare draft letter for of award of procurement contract and draft contract documents within 14 days from the date of announcement of final evaluation report.
• Assist KTDMC in signing the contract with the contractor within 07 days from the date of issuance of letter for award of procurement contractor.
• Ensure availability of key experts at site within 03 days from the date of issuance of the letter for award of procurement to the contractor.
• Ensure of commencement of civil work within 07 days from signing of contract.
• Ensure detailed supervision and monitoring of the works in accordance with above TORs for the period of 12 months from the data of commencement of civil works.
• <u>DLP shall consist of Six Month after final inspection and closeout of the project</u>

---

## **PART II – CONDITIONS OF CONTRACT & CONTRACT FORMS**

---

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

**Between**

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

**And**

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

**For**

**Selection of Engineering Consulting Services for  
Documentation, Supervision and inspection of Civil, MEP,  
Fire & Safety Works**

**OF**

**Detailed Supervision of Civil, MEP, Fire & Safety Works For  
Establishment of High Tensile Sheet Metal Dies Manufacturing & Titanium  
Coating Setup**

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

---

## **TABLE OF CONTENTS**

	<b>Page No.</b>
<b>I. FORM OF CONTRACT</b>	<b>64</b>
<b>II. GENERAL CONDITIONS OF CONTRACT</b>	<b>66</b>
<b>1. GENERAL PROVISIONS</b>	<b>66</b>
1.1 Definitions	66
1.2 Law Governing the Contract	67
1.3 Language	67
1.4 Notices	67
1.5 Location	67
1.6 Authorized Representatives	67
1.7 Taxes and Duties	68
1.8 Leader of Joint Venture	68
<b>2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT</b>	<b>68</b>
2.1 Effectiveness of Contract	68
2.2 Termination of Contract for Failure to Become Effective	68
2.3 Commencement of Services	68
2.4 Expiration of Contract	68
2.5 Modification	69
2.6 Extension of Time for Completion	69
2.7 Force Majeure	69
2.7.1 Definition	69
2.7.2 No Breach of Contract	69
2.7.3 Extension of Time	70
2.7.4 Payments	70
2.8 Suspension of Payments by the Client	70
2.9 Termination	70
2.9.1 By the Client	70
2.9.2 By the Consultants	71
2.9.3 Cessation of Services	71
2.9.4 Payment upon Termination	71
2.9.5 Disputes about Events of Termination	72
<b>3. OBLIGATIONS OF THE CONSULTANTS</b>	<b>72</b>
3.1 General	72
3.2 Consultants Not to Benefit from Commissions, Discounts, etc.	72
3.3 Confidentiality	73
3.4 Liability of the Consultants	73
3.5 Other Insurance to be Taken out by the Consultants	73
3.6 Consultants' Actions Requiring Client's Prior Approval	74
3.7 Reporting Obligations	74
3.8 Documents Prepared by the Consultants to be the Property of the Client	74
3.9 Equipment and Materials Furnished by the Client	74



3.10	Accounting, Inspection and Auditing	74
<b>4.</b>	<b>CONSULTANTS' PERSONNEL AND SUBCONSULTANTS</b>	<b>75</b>
4.1	Description of Personnel	75
4.2	Removal and/or Replacement of Personnel	75
<b>5.</b>	<b>OBLIGATIONS OF THE CLIENT</b>	<b>75</b>
5.1	Assistance, Coordination and Approvals	75
5.1.1	Assistance	75
5.1.2	Co-ordination	76
5.1.3	Approvals	76
5.2	Access to Land	76
5.3	Change in the Applicable Law	76
5.4	Services and Facilities	77
5.5	Payments	77
<b>6.</b>	<b>PAYMENTS TO THE CONSULTANTS</b>	<b>77</b>
6.1	Lump Sum Remuneration	77
6.2	Contract Price	77
6.3	Terms and Conditions of Payment	77
6.4	Period of Payment	78
6.5	Delayed Payments	78
6.6	Additional Services	78
6.7	Consultants' Entitlement to Suspend Services	78
<b>7.</b>	<b>SETTLEMENT OF DISPUTES</b>	<b>79</b>
7.1	Amicable Settlement	79
7.2	Dispute Settlement	79
<b>8.</b>	<b>INTEGRITY PACT</b>	<b>79</b>
<b>III.</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b> [Details to be finalized by the users]	<b>80</b>
<b>IV</b>	<b>APPENDICES</b>	<b>86</b>
	Appendix A-Terms of Reference	87
	Appendix B-Reporting Requirements	92
	Appendix C-Key Personnel and Sub-consultants	93
	Appendix D-Breakdown of Contract Price in Foreign Currency	94
	Appendix E-Breakdown of Contract Price in Local Currency	95
	Appendix F-Services and Facilities to be Provided by the Client	96
	Appendix G-Integrity Pact	97

---

## I. 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 \_\_\_\_\_ (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand,

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

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

Appendix A-Terms of Reference (TOR)

Appendix B-Reporting Requirements

Appendix C-Key Personnel and Sub-consultants

Appendix D-Breakdown of Contract Price in Foreign Currency

Appendix E-Breakdown of Contract Price in Local Currency

Appendix F-Services and Facilities to be Provided by the Client

Appendix G-Integrity Pact

---

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS 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 (GCC)

### 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 (GCC) 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) "GCC" 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) "SCC" means the Special Conditions of Contract by which the GCC 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 SCC for which engineering consultancy services are desired.

## **1.2 Law Governing the Contract**

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

## **1.3 Language**

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

## **1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an 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 SCC 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 SCC.

## **1.7 Taxes and Duties**

Unless specified in the SCC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the

---

Applicable Law, the amount of which is deemed to have been included in the Contract Price.

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

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SCC 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 SCC 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 SCC, 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 SCC.

#### **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 SCC, or such extended time as may be allowed under Sub-Clause 2.6.

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

#### **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 Termination 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 SCC; 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 A 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 SCC.

### **3.7 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix A 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 SCC.

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

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

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

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or

---

termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

#### **4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS**

##### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix A. The Key Personnel and Sub-consultants listed by title and/or by name, as the case may be, in Appendix A 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 engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SCC;

- 
- (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 SCC.

#### **5.1.2 Co-ordination**

The Client shall:

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

#### **5.1.3 Approvals**

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

#### **5.2 Access to Land**

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

#### **5.3 Change in the Applicable Law**

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

#### **5.4 Services and Facilities**

---

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

#### **5.5 Payments**

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

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

#### **6.1 Lump Sum Remuneration**

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

#### **6.2 Contract Price**

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

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

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SCC. Payments shall be made after the conditions listed in the SCC 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 SCC, after signing of the Contract Agreement between the Parties.
  - (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days *in case of local currency and fifty six (56) days in case of foreign currency* after the Consultants' invoice has been delivered to the Client.

#### **6.5 Delayed Payments**

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

#### **6.6 Additional Services**

Additional Services means:

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

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

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

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



---

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

## **7. SETTLEMENT OF DISPUTES**

### **7.1 Amicable Settlement**

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

### **7.2 Dispute Settlement**

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

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

## **8. INTEGRITY PACT**

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

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

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

---

### III. SPECIAL CONDITIONS OF CONTRACT (SCC)

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

---

#### 1.1 Definitions

(p) "Project" means .....

#### 1.6 Authorized Representatives

The Authorized Representatives are the following:

##### For the Client:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

E-mail : \_\_\_\_\_

##### For the Consultants:

\_\_\_\_\_ (Name of Project Manager)

\_\_\_\_\_ (Project)

\_\_\_\_\_ (Address)

\_\_\_\_\_

\_\_\_\_\_

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

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

E-mail : \_\_\_\_\_

---

## 1.7 Taxes and Duties

*[Note: To be included in this Sub-Clause as agreed with the Client.]*

---

*[All notes should be deleted in final text. All blanks should be filled in.]*

## 1.8 Leader of the Joint Venture

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

*[Note: If the Consultants do not consist of more than one entity, the Sub-Clause 1.8 should be deleted.]*

## 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 two (2) weeks 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 ----- days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before ..... 20...

"Completion of Services" means.....  
.....  
.....

## 3.5 Insurance to be Taken out by the Consultants

The risks and the coverage's shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Sub-consultants or their Personnel, with a minimum coverage of Rs.....

- 
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

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

The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:

- i) Issuing Variations Orders in respect of:
  - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
  - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
  - any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
  - Adverse Physical Conditions and Artificial Obstructions
  - Suspension of Works
  - Bonus and Liquidated Damages
  - Certificate of Completion of Works
  - Defects Liability Certificate
  - Forfeiture
  - Special Risks
  - Frustration
- vi) Final Measurement Statement
- vii) Release of Retention Money
- viii) Any change in the ratios of various currencies of payment.

### **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.

### **4.1 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 A. The Key Personnel and Sub-consultants listed by title and/or by name, as the case may be, in Appendix A 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.

## **5.1 Assistance, Coordination and Approvals**

### **5.1.1 Assistance**

- (a) The Client shall make available within ..... days from the Commencement Date, the documents namely  
.....  
.....

This list if warranted shall be supplemented subsequently.

- (e) Other assistance and exemptions to be provided by the Client are.....  
.....

### **5.1.2 Coordination**

- (a) The departments and agencies include .....  
.....  
.....

### **5.1.3 Approvals**

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

## **6.1 Lump Sum Remuneration**

*[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' costs, printing, communications, travel, accommodation etc., may be indicated herein. Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.]*

## **6.2 Contract Price**

- (a) The total amount for Detailed Supervision of Civil, MEP, Fire & Safety works for Establishment of High Tensile Sheet Metal Dies Manufacturing & Titanium Coating Setup in accordance with the Term of Reference stated at Section VII and terms and conditions stated in the Request for Proposal in local currency is Pakistani Rupees.....

### 6.3 Terms and Conditions of Payment

Payments shall be made according to the following schedule:

• 7.5% of the bid price shall be released upon preparation of Technical Evaluation Report	
• 7.5% of the bid price shall be released upon signing of the contract with the civil contractor	
• <del>75.85</del> % of the bid price shall be released in 12 monthly installments in accordance with the terms and conditions mentioned in the bidding documents.	
• <u>10% of the bid price shall be released after DLP period in accordance with the terms and conditions mentioned in the bidding documents.</u>	

### 6.4 Period of Payment

(a) Advance payment is not applicable.

### 6.5 Delayed Payments

Financing charges are as under:

(i) for local currency = eight percent (8%) per annum.

---

## **IV. APPENDICES**



---

## Appendix A

### Term of References (TOR) (Similar as Section VII - Terms of Reference)

#### BACKGROUND

Karachi Tools, Dies and Moulds Centre, hereinafter referred as “KTDMC”) was incorporated in 2006 as a company limited by guarantee having share capital under section 42 of the repealed Companies Ordinance, 1984 (now Companies Act, 2017) under the license issued by the Securities and Exchange Commission of Pakistan. The primary objective of the Company is to establish and run an Information Technology (IT) based common facility centre, primarily for improving the skills of engineers and designers, enhancing the quality of designing, engineering and manufacturing of local tools, dies and moulds. The Company is a wholly owned subsidiary of Pakistan Industrial Development Corporation (Private) Limited (PIDC) – the holding company.

KTDMC has initiated a project to establish High Tensile Sheet Metal Die Manufacturing And Titanium Coating Technology the first time in Pakistan to support local industries. The project is sponsored by “Public Sector Development Programme” through Ministry of Industries & Production, Government of Pakistan.

The project requires construction of following two industrial buildings:

WAREHOUSE	DIMENSIONS (m)	AREA (Sq. m)	Floor
RCC Building	5.53 x 38.8	214	Ground (G+2 Future)
Steel Shed	24.4 x 36.6	893	Ground (12.0m Height)

The architectural plan and structural drawings along with MEP have been vetted and approved Pakistan Industrial Development Corporation (Pvt) Ltd. For further details of the project, interested consultants may collect the architectural plan, structural drawings along with MEP, vetting report and approval of PIDC from KTDMC.

#### OBJECTIVE(s) OF THE ASSIGNMENT

The objective of the assignment is to appoint an engineering consultant for the documentation, detailed supervision and monitoring of the project to ensure the successful and quality execution of the project in accordance with the specified designs, quality standards, comply with all the relevant laws, rules and regulations, and within the agreed-upon schedule and budget.

#### SCOPE OF SERVICE, TASKS (~~COMPONENTS~~~~COMPONENTS~~) AND EXPECTED DELIVERABLES

In order to achieve the objectives of the assignment and comply with the scope of services, the consultant shall engage sufficient and competent team during the contract period. The team shall comprise of both on-site and off-site personnel, which shall include but not limited to the following:

- 
- Procurement & Contract Engineer (Civil) (Minimum B.E Civil with 05 Years of Experience)
  - Resident Engineer (Minimum B.E. Civil with 10 Years of Experience)
  - Assistant Resident Engineer (MEP) (Minimum B.E. Electrical / Mechanical with 8 Years of Experience)
  - Site Inspector (Minimum DAE Civil / Electrical / Mechanical with 5 Years of Experience)

**Note:**

**Minimum one resident engineer shall be present all the time at site while execution. All other experts shall be made available at site when that specific work is being carried out.**

**The overall scope of work is mention stated below:**

**1. Documentation and Reporting:**

The consultant(s) shall deliver the standard workings and write-ups covering but not limited to the following:

- Conduct an initial project review to understand the client's requirements, objectives, and project scope;
- Collaborate with the client to establish project goals, timelines, and budget constraints;
- Prepare complete Bidding documents for the execution of Civil, MEP, Fire & Safety works of the project;
- Assist client in Evaluation of Bids;
- Prepare of Bid Evaluation reports;
- Assist client in awarding the Contract;
- Draft contracts for the execution of works;
- Maintain detailed and accurate records of all site inspections, tests, and observations;
- Prepare regular progress reports for the client using Primavera or MS Project, highlighting key milestones, issues, and resolutions;
- Document and communicate any changes to the project scope or specifications;
- Ensure that working drawings as issued to the Contractor are complete consistent and coherent across the entire project;
- Consultant shall make sure that no work is being carried out without the issuance of check request;
- Record Digital photos of work in progress;
- Review and approval of Contractor's survey layouts, shop drawing and levels;
- Review of as-built drawings and assist the client in relevant necessary approvals.
- Monthly progress report, to be submitted within 7 days of the end of each month. Monthly reports should include description of project activities illustrated by

---

progress / completion photographs, status of any delays and contractual claims and details of all latest financial projections. The monthly progress report shall include:

- (v) A short overview of work to be completed the following month;
- (vi) An updated schedule (based on Contractor's schedule of progress) showing work progress and completion percentage;
- (vii) Immediately report problems / difficulties/ non-compliances of contractor; if any; and propose corrective actions;
- (viii) Job/Assignment Completion Report.

## **2. Construction Supervision, Progress Monitoring and On-Site Inspection:**

- a. Closely monitor and inspect construction activities for compliance with approved plans, specifications and Contract Documents;
- b. Identify causes, or potential causes, of any delay and advise the suitable corrective actions in a timely manner;
- c. Prepare Variation order if necessitated due to site conditions and submit the same for approval.
- d. Monitor and ensure adherence to safety regulations and industry standards.
- e. Verify that materials used meet quality standards and are in accordance with project requirements.
- f. Immediately document and report any deviations, defects, or issues observed during inspections.
- g. Provide recommendations for corrective actions and solutions to problems.
- h. Review and approve method statements and work procedures submitted by contractors.
- i. Verification of Interim Payment Certificates submitted by Contractor;
- j. Verification of all the invoices submitted by the Contractor to the Client for payment.

## **3. Quality Assurance and Control:**

- a. Implement and oversee a quality control program to ensure that work meets established quality standards;
- b. Conduct inspections and tests on construction materials and workmanship;
- c. Review and approve inspection and test plans (ITPs) submitted by contractors;
- d. Work closely with contractors to address and rectify any quality issues.
- e. Field Inspection / Quality assurance / materials testing review and approve test reports submitted by the contractor;
- f. Ensure compliance with safety and health standards and notify in case of non-compliance.

## **4. Coordination and Communication:**

- 
- a. Collaborate with the project team, including architects, engineers, contractors, and subcontractors;
  - b. Conduct regular coordination meetings to discuss project progress and address any concerns;
  - c. Serve as a point of contact for all construction-related queries and issues;
  - d. Coordination in site meetings to be held between representatives of Client and Contractor and prepare minutes of meeting.

**5. Final Inspection and Closeout:**

- a. Conduct a comprehensive final inspection to ensure that all work meets the required standards.
- b. Prepare a punch list of any outstanding items or issues to be addressed before project completion.
- c. Assist in the project closeout process, including the review and approval of as-built drawings and operation and maintenance manuals.

**6. Regulatory Compliance:**

- a. Ensure that all construction activities comply with local, state, and federal regulations.
- b. Obtain necessary permits and approvals as required.

**7. Defect-~~Liability~~ Period:**

The Consultant shall be responsible for providing services during construction closeout / Defect Liability Period. Services during construction closeout shall include, but not be limited to:

- a. Final inspection and validation of project to determine the completion of works in fulfillment of Contract Documents and rectification of any defect (s) therein;
- b. Recommendation to Client as to the release of payments, securities/ insurances and retention to Contractor.
- c. Review and recommendation / certification of Contractor's Final Bill.
- d. Finalize the handing over / taking over of site.
- e. Recommendation to issue Defect Liability Certificate to the contractor.

**8. SUBMISSIONS:**

- a. Signed and Stamped 03 sets of copies of all reports, studies, documents, manuals, estimates, evaluations, tests, plans, drawings and all summaries etc., as stated in above scope of work.
- b. Submission of editable format of all reports, studies, documents, manuals, estimates, evaluations, tests, plans, drawings and all summaries etc., as stated above scope of work.

---

**TENATIVE SCHEDULE OF SERVICES:**

• Prepare first draft of bidding documents within 14 days of signing of contract
• Finalization of bidding documents within 10 days of the submission of first draft.
• Prepare Technical Evaluation Report with 5 days of the bid opening
• Prepare of Final Evaluation Report within 3 days of financial bid opening
• Prepare draft letter for of award of procurement contract and draft contract documents within 14 days from the date of announcement of final evaluation report.
• Assist KTDMC in signing the contract with the contractor within 07 days from the date of issuance of letter for award of procurement contractor.
• Ensure availability of key experts at site within 03 days from the date of issuance of the letter for award of procurement to the contractor.
• Ensure of commencement of civil work within 07 days from signing of contract.
• Ensure detailed supervision and monitoring of the works in accordance with above TORs for the period of 12 months from the data of commencement of civil works.
• <u>DLP shall consist of Six Month after final inspection and closeout of the project.</u>

---

## **Appendix B**

### **Reporting Requirements**

Reporting requirement has been included in Appendix A

---

## **Appendix C**

### **Key Personnel and Sub-consultants**

Key personnel and Sub-consultants requirement have been included in Appendix A

---

## Appendix D

### 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)

**Not Applicable**

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



## Appendix E

### Breakdown of Contract Price in Local Currency

Project Description	Total Bid Price (PKR)
Detailed Supervision of Civil, MEP, Fire & Safety works for Establishment of High Tensile Sheet Metal Dies Manufacturing & Titanium Coating Setup in accordance with the Term of Reference stated at Section VII and terms and conditions stated in the Request for Proposal	

- 3) Above prices shall be quoted on the basis **“Fixed Lump Sum Payment Contract”**, inclusive of all the applicable taxes, stamp duty, Salary Cost, the Overheads, the Fee and the Direct Non-Salary Costs and out of pocket expense (transportation cost, travel cost locally or internationally, meetings with stakeholders, etc.).  
(No additional travel required for the project other than the transportation of Consultants team to the SITE, which shall be covered by the consultant).
- 4) Detailed breakup of cost should be provided by consultant (if require).

Payment shall be made in accordance with the following schedule:

• 7.5% of the bid price shall be released upon preparation of Technical Evaluation Report
• 7.5% of the bid price shall be released upon signing of the contract with the civil contractor
• <del>75.85</del> % of the bid price shall be released in 12 monthly installments in accordance with the terms and conditions mentioned in the bidding documents.
• <u>10% of the bid price shall be released after DLP period in accordance with the terms and conditions mentioned in the bidding documents.</u>

---

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

**The Procuring Agency will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals:**

Site visit and other related documents including the following documents will be provided to the bidder upon written request:

• **Approved Drawings**

List of Available Drawings	
1	Civil Drawings
2	Architecture Drawings
3	Electrical Drawings
3a	Site Plan with Electrical Room Layout Plan
3b	Lighting Layout Plan
3c	Utility Layout Plan
3d	Data & Telecom & CCTV System Layout Plan
3e	Fire Alarm System Layout Plan
3f	Earthing System Layout Plan
3g	Lighting Protection System Layout Plan
3h	Ventilation Fan Power Layout Plan
3i	Proposed Single Line Diagram
4	Fire Protection & Safety

• **Reports & Approvals**

1	Soil Test Report
2	Vetting Report
3	Additional Approval of Proposed Submission Drawings from PIDC

• **Bill of Quantity (BOQs)**

1	Civil & Architecture
2	Electrical with Technical Specifications
3	Fire & Safety with Technical Specifications

• **Engineer Estimates**

1	Civil & Architecture
2	Fire protection & safety

• **KTDMC will provide work place with Table and Chair for Resident Engineer.**

**Appendix G**  
**(INTEGRITY PACT)**

---

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

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

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

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

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

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

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

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

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

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]