



OVERSEAS PAKISTANIS FOUNDATION

REQUEST FOR PROPOSALS

HIRING OF CONSULTANCY SERVICES FOR PLANNING , DESIGNING, PREPARATION OF ENGINEERING COST ESTIMATES, TENDER DOCUMENTS FOR DEVELOPMENT OF OPF TOWN ON OPF LAND AT MOZA RAKH RAI, LAHORE

1. Overseas Pakistanis Foundation intends to hire the services of a well reputed engineering consultants/firms/Town Planners having experience for execution of similar nature of work for Planning, Designing, Preparation of Engineering Cost Estimates, Tender Documents for Development of OPF Town on OPF Land at Moza Rakh Rai, Lahore alongwith requisite approvals from LDA & other utility services providing agencies.
2. Proposals are invited from reputable Consultants/Firms having valid registration with respective registration agency i.e (PCATP/PEC) & active tax payer as well as relevant experience for the above mentioned assignment.
3. RFP Documents may be obtained from the office of Executive Director, Housing & Works Division, OPF Head Office Islamabad, during working hours on payment of Rs. 5000/- in shape of CDR/Demand draft. RFP documents can be downloaded from OPF website and in such case Rs.5000/- pay order/bank draft must be attached with the proposal.
4. The proposals complete in all respect in sealed envelopes on single stage two envelop basis should reach on **March 26, 2018 at 1200 hours** in the office of Executive Director (Housing & Works), 3rd Floor, Housing & Works Division, Overseas Pakistanis Foundation Shahrah-e-Jamhuriat Sector G-5/2, Islamabad and be clearly marked "**Proposals for Planning, Designing, Preparation of Engineering Cost Estimates. Tender Documents for Development of OPF Town on OPF Land at Moza Rakh Rai, Lahore**". The Technical bids will be opened on the same day at **1230 hours** in the office of Executive Director (Housing & Works).
5. All the applicable Federal, Provincial & Local taxes must be included in the financial proposal and taxes are required to be built in the quoted rates.
6. The Consultant/Firm providing unsubstantiated and or incorrect information are liable to legal action and/or disqualification.
7. This advertisement is also available on OPF & PPRA Websites.
8. The OPF reserves the right to reject any or all the proposals as per provision of PPRA Rules, on the basis of valid reasons prior to acceptance of Bid/Proposal.

Executive Director (Housing & Works)
Overseas Pakistanis Foundation, Shahrah-e-Jamhuriat,
Sector G-5/2, Islamabad, Tel: 051-9219120 & 051-9210264,
Fax: 051-9224336, Website; www.opf.org.pk,
Email: housing@opf.org.pk

اورسینر پاکستانیز فاؤنڈیشن



درخواست برائے تجاویز

اوپنی ایف کی اراضی بمقام موضع رکھ رائے، لاہور پر اوپنی ایف ٹاؤن کی ڈیولپمنٹ کیلئے،
برائے پلاننگ، ڈیزائننگ، انجینئرنگ لاگت کے تخمینہ، ٹینڈر دستاویزات کی تیاری کیلئے
کنسلٹنٹس سروسز کا حصول / ہائرنگ

- 1- اورسینر پاکستانیز فاؤنڈیشن، اوپنی ایف کی اراضی بمقام موضع رکھ رائے، لاہور پر اوپنی ایف ٹاؤن کی ڈیولپمنٹ کیلئے، برائے پلاننگ، ڈیزائننگ، انجینئرنگ لاگت کے تخمینہ، ٹینڈر دستاویزات کی تیاری کیلئے بیج ایل ڈی اے اور دیگر یٹیلیٹی سروسز فراہم کرنے والی انجینیئروں سے مطلوبہ منظوری کے حصول کیلئے اسی نوعیت کے کاموں کی تکمیل کے تجربہ کے حامل معروف کنسلٹنٹس / فرموں / ٹاؤن پلانرز کی سروسز کے حصول کی خواہشمند ہے۔
- 2- متعلقہ رجسٹریشن انجینیئر (PCATP/PEC) میں رجسٹرڈ اور ایکٹیو ٹیکس پیئر کے ساتھ ساتھ درج بالا کام میں متعلقہ تجربہ کی حامل معروف کنسلٹنٹس / فرموں سے تجاویز مطلوب ہیں۔
- 3- آر ایف پی دستاویزات ایگزیکٹو ڈائریکٹر، ہاؤسنگ اینڈ ورکس ڈویژن، اوپنی ایف ہیڈ آفس، اسلام آباد سے مبلغ 50000/- روپے بشکل CDR / ڈیمانڈ ڈرافٹ کی ادائیگی پر دفتری اوقات کار کے دوران حاصل کی جاسکتی ہیں۔ آر ایف پی دستاویزات اوپنی ایف کی ویب سائٹ سے بھی ڈاؤن لوڈ کی جاسکتی ہیں اور اس صورت میں مبلغ 50000/- روپے کا پے آرڈر / بینک ڈرافٹ تجویز کے ساتھ لازماً منسلک کیا جائے۔
- 4- سنیکل سٹیج - دو لگانہ بنیاد پر بر لحاظ سے مکمل تجاویز، سر بمبر لگانوں میں بند مورخہ 26 مارچ 2018 کو دن 12:00 بجے تک ایگزیکٹو ڈائریکٹر (ہاؤسنگ اینڈ ورکس)، قھر ڈفلور، ہاؤسنگ اینڈ ورکس ڈویژن، اورسینر پاکستانیز فاؤنڈیشن، شاہراہ جمہوریت، سیکٹر 5/2، اسلام آباد کے آفس میں پہنچ جانی چاہئیں جن پر واضح طور پر "Proposals for Planning Designing, Preparation of Engineering Cost Estimates, Tender Documents for Development of OPF Town on OPF Land at Moza Rakh Rai, Lahore" درج ہو۔ ٹیکنیکل بڈز اسی دن 12:30 بجے ایگزیکٹو ڈائریکٹر (ہاؤسنگ اینڈ ورکس) کے آفس میں کھولی جائیں گی۔
- 5- تمام اطلاقی و فاقی، مصوباتی اور مقامی میسر مالی تجویز میں لازماً شامل کر لئے جائیں۔ میسر کا درج کردہ ریش میں شامل کیا جانا مطلوب ہے۔
- 6- غیر حقیقی یا غلط معلومات فراہم کرنے والے کنسلٹنٹس / فرم قانونی کارروائی اور یا نا اہل قرار دیئے جانے کے مستحق ہوں گے۔
- 7- اشتہار بند اوپنی ایف اور پی پی آر اے ویب سائٹس پر بھی دستیاب ہے۔
- 8- اوپنی ایف پی پی آر اے قوانین کی مشقوں کے مطابق، معقول وجوہات کی بنیاد پر کسی یا تمام تجاویز کو بڈا تجویز کی منظوری سے قبل مسترد کرنے کا اختیار رکھتی ہے۔

ایگزیکٹو ڈائریکٹر (H&W)

اورسینر پاکستانیز فاؤنڈیشن، شاہراہ جمہوریت، سیکٹر 5/2، اسلام آباد،

فون: 051-9210264, 051-9219120, 051-9224336، فیکس:

ویب سائٹ: www.opf.org.pk ای میل: housing@opf.org.pk

OVERSEAS PAKISTANIS FOUNDATION



REQUEST FOR PROPOSAL (RFP) LUMP SUM PROPOSAL

DEVELOPMENT / ESTABLISHMENT OF OPF TOWN AT OPF LAND AT MOZA RAKH RAI, RAIWIND ROAD, LAHORE

Issued to: _____

Issued on: _____

Signature of issuing Authority: _____

Head of Housing & Works Division

Overseas Pakistanis Foundation
Shahrah-e-Jamhuriat Sector G-5/2, Islamabad.
Tel: 051-9219120 & 051-9210264 Fax: 051-9224336

Mar, 2018

**LUMP SUM
CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

between

**Overseas Pakistanis Foundation
Shahrah-e-Jamhuriat Sector G-5/2, Islamabad.**

and

(NAME OF THE CONSULTANTS)

for

**DEVELOPMENT / ESTABLISHMENT OF OPF TOWN AT OPF LAND
AT MOZA RAKH RAI, RAIWIND ROAD, LAHORE**

**Mar, 2018
Month and Year**

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Section 1: Letter of Invitation

Letter No: _____

Date: _____

To

SUBJECT: LETTER OF INVITATION

Dear Mr. /Ms.:

Overseas Pakistanis Foundation intends to hire services of Consulting Firm for “DEVELOPMENT / ESTABLISHMENT OF OPF TOWN AT OPF LAND AT MOZA RAKH RAI, RAIWIND ROAD, LAHORE”

Technical and Financial Proposals are invited from the consulting firms registered with relevant agency. Details on the services are provided in the Terms of Reference.

2. The Consulting Firm will be selected under the selection and procedures described in this RFP.
3. The RFP includes the following additional documents:
 - I. Form of Contract
 - II. General Conditions of Contract
 - III. Special Conditions of Contract
 - IV. Appendices
4. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.
5. Firms should submit details of five of their most relevant assignments for technical evaluation using the prescribed format.
6. CVs of key personnel corresponding to the list given in the Data Sheet should provide details of five assignments done by the individual in the past ten years.

Yours sincerely,

Executive Director (H&W)

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.

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

Appendix A : Description of the Services

Appendix B : Time Schedule

Appendix C : Key Personnel and Subconsultants

Appendix D : Breakdown of Contract Price in Foreign Currency

Appendix E : Breakdown of Contract Price in Local Currency

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

Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

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

For and on behalf of

Witness

(CLIENT)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

Witness

(CONSULTANTS)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

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

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorised Representatives

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

1.7 Taxes and Duties

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

1.8 Leader of Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

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

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 Client shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No Breach of Contract

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

2.7.3 Extension of Time

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

2.8 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 has sufficient reason to believe that the Consultant is not discharging its duties & responsibility in an honest and professional manner and its decisions or actions on site reflect favouritism for or are inclined unjustly towards the Contractor/Sub-Contractor, with malicious design. The Client can terminate the Contractor by giving one month's notice to the Consultant.
- (g) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

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

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

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

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within thirty (30) days of its occurrence would refer the matter to "The Enginner" for amicable settlement and if the party does not get satisfied with his decision then the party can refer to Arbitration within a period of 45 days from the issuance of the Engineer's decision pursuant up to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned 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 Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

3.7 Reporting Obligations

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

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

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

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

3.9 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

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

5.4 Services and Facilities

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

any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in TORs

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

- (a) Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency after the Consultants' invoice has been delivered to the Client.

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.

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 to the Engineer. Each party would appoint one representative and "the Engineer" shall hold meetings with their representatives to ascertain their contention regarding the dispute. The the

Engineer after discussing the matter with the both parties would act with his best professional honesty and give “The Enginner Decission” without prejudice within a period of 4 to 6 weeks. If, however, any party is not satisfied with the Engineer’s decision, it can go for Arbitration in accordance to the provisions of the Arbitration Act 1940 (Act No x of 1940) and to the Rules made there under and any statutory modification, thereto, but the work should remain progressive without any stoppage.

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

8. INTEGRITY PACT

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

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

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

8.2 Instructions to Consultants

DATA SHEET

Paragraph Reference	
1	Name of the Client: OVERSEAS PAKISTANIS FOUNDATION (Housing & Works Division)
1.1 (a)	Method of selection: Quality Cost Based Method (QCBS)
1.1 (a)2	Financial Lump Sum Proposal to be submitted together with Technical Proposal: Yes ___ No _____ Name of the assignment is: DEVELOPMENT / ESTABLISHMENT OF OPF TOWN AT OPF LAND AT MOZA RAKH RAI, RAIWIND ROAD, LAHORE
1.1 (a)3	A pre-proposal conference will be held: Yes___ No ___ A pre-proposal conference will be held in _____ (date) N.A In case of any clarification, the Client's representative is: Executive Director (H & W) <u>Overseas Pakistanis Foundation</u> <u>Shahrah-e-Jamhuriat Sector G-5/2, Islamabad.</u> <u>Tel: 051-9219120 & 051-9210264 Fax: 051-9224336</u>
1.1 (a)4	The Client will provide the following inputs and facilities: i. All available project data
	Clarifications may be requested not later than (05) days before the submission date. The address for requesting clarifications is: Executive Director (H & W) <u>Overseas Pakistanis Foundation</u> <u>Shahrah-e-Jamhuriat Sector G-5/2, Islamabad.</u> <u>Tel: 051-9219120 & 051-9210264 Fax: 051-9224336</u>
1.3	Proposals shall be submitted in the following language: English
1.1(j)	No. of projects undertaken by an individual:

	CVs should contain details of five (5) projects done by the individual in the past ten (10) years.
4.1	Training is a specific component of this assignment: Yes ___No _
1.7	Amounts payable by the Client to the Consultant under the agreement to be subject to local taxation: Yes _ No .
6.2	The date of exchange rates is: Not Applicable
1.1a (2)	Consultant must submit the original and <u>one</u> copy of the Technical Proposal, and the original of the Financial Proposal, in two different sealed envelopes properly marked “Tehhical” & “Financial Proposal” and these separate two proposals then be placed in one big size envelop.
	<p>The Proposal submission address is:</p> <p>Executive Director (H & W) <u>Overseas Pakistanis Foundation</u> <u>Shahrah-e-Jamhuriat Sector G-5/2, Islamabad.</u> <u>Tel: 051-9219120 & 051-9210264 Fax: 051-9224336</u></p> <p>Proposals must be submitted no later than the following date and time: Mar ____, 2018 at 1200 Hrs (As mentioned in advertisement)</p> <p>Proposals must remain valid (90) days after the submission date.</p>
5.2 (a)	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are: (As mentioned in TORs)</p> <p>Team:</p> <p>The minimum technical score required to pass is: <u>65</u>Points All those Consultant who could not score 65 % will not be eligible for further competition in financial Bids.</p> <hr/> <p>The formula for determining the financial scores is the following:</p> <p>$S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial Proposals (F) are:</p> <p>T=80% i.e., weight-age 0.80,and F=20% i.e., weight-age 0.20</p>

	In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet above.
6.1	Expected date and address for agreement negotiations:
7.2	Expected date for commencement of consulting services ___ March , 2018 at Islamabad

III. SPECIAL CONDITIONS OF CONTRACT

1.1 Definitions

- (p) "Project" means **DEVELOPMENT / ESTABLISHMENT OF OPF TOWN AT OPF LAND AT MOZA RAKH RAI, RAIWIND ROAD, LAHORE**

1.1 (a). INTRODUCTION & TERMS OF REFERENCES

1. The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those who bid, in accordance with the method of selection specified in the Data Sheet.
2. The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant in accordance **with two envelop single stage method** per PPRA rules.
3. Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client/site before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the Client/site.
4. The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
5. Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept

any proposal, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultants.

Terms of References

ATTACHED (ANNEX-A)

1.7 Taxes and Duties

Taxes will be as per Government of Pakistan Rules. The Consultant must be an Active Tax Payer List.

~~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 and the amount of advance payment due upon signing of the Contract is received by the Consultants.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be **30** days, or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the Services within Fourteen (14) days after the date of signing of 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 Days from the Commencement Date of the Services or such other period as the Parties may agree in writing.

"Completion of Services" means **completion of all services as mentioned in TORs**

3.5 Insurance to be Taken out by the Consultants

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

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

As mentioned in TORs (Section 4)

5.1.2 Coordination

(a) The departments and agencies include **LDA, LESCO, WASA SNGPL, PTCL or any other agency.**

5.1.3 Approvals

The Client shall accord approval of the documents as soon as possible 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 Subconsultants' costs, printing, communications, travel, accommodation etc., may be indicated herein. Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.]

IV APPENDICES

Appendix A

DESCRIPTION OF SERVICES

AS MENTIONED IN TORs

Appendix B
TIME SCHEDULE

AS MENTIONED IN TORS

APPENDIX-C

KEY PERSONNEL AND SUB CONSULTANT

AS MENTIONED IN EVALUATION CRITERIA

APPENDIX-D

BREAK DOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

NOT USED

APPENDIX-F

Services and Facilities to be Provided by the Client

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

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

(a) Refer Data Sheet

(b) NIL

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]

OVERSEAS PAKISTANIS FOUNDATION

(Housing & Works Division)

APPOINTMENT OF CONSULTANT – DEVELOPMENT / ESTABLISHMENT OF OPF TOWN AT OPF LAND AT MOZA RAKH RAI, RAIWIND ROAD, LAHORE

TERMS OF REFERENCE

Overseas Pakistanis Foundation (OPF) intends to appoint a consultant for planning / designing of OPF Town at OPF land at Moza Rakh Rai Raiwind Road Lahore. The scheme consists of an area of 150 kanals and is situated at distance of about 14 Km from Niaz baig . The site is generally flat .

1. Scope of work

The scope of services to be furnished by the consultant to the Foundation(client) shall broadly cover the performance of all investigation , studies and other professional inputs required for preparation of an overall master plan and detailed designs for the project and investigation and engineering services for the search and utilization of ground water in the site. the scope of services comprises of but are not to be limited to the following:

- a. Reconnaissance survey, collection of all available data for the site and the project available with the Foundation and other organizations if necessary.
- b. Collection of additional data and information for the project as may be required , which shall include, Topographic survey of the project area for establishing the existing features and contours. Collection of all available data for the site and the project available with the Foundation and other organizations. Establishment of the needs and criteria for the proposed project in close interaction with the Soil investigation of the area.
- c. Collection of relevant by laws of the local development authority / municipality for open spaces , roads, plot density etc.
- d. Preparation of detailed master plan approved by the Foundation and get the same approved by the LDA.
- e. Preparation of road profiles, designing of services/utilities such as water supply(internal +external), sewerage systems with sewage disposal station, storm water drainage, road protection works, tube wells(civil+electrical), culverts and bridges(complete) Ground water tank, overhead tank, electrification, street lights plan, soft & hard landscaping, main gates, ancillary works, road markings sign boards etc.
- f. To carry out geotechnical investigations where necessary.
- g. Prepare preliminary designs and engineers cost estimates based upon both on Pak. PWD CSR 2012 and Market Rates.

- h. Prepare and submit a Master plan report , incorporating results of studies made on the project and the resultant master plan.
- i. Prepare detailed design , tender drawings , cost estimates , bill of quantities , specification and tender documents for infrastructure facilities comprising of water supply, roads, road structures , sewerage , drainage system , sewage disposal system, electrification, street light plan evaluation of tenders get approval from concerned agencies i.e LDA/WASA/TEPA/LESCO.
- j. Preparation of PC-I for approval by the competent authority of Foundation(BOG/MD).
- k. The study should include environmental characteristics other utilities i.e electricity gas telecommunication , cables and public requirement places.
- l. Consultant shall provide design reports in respect all infrastructure facilities like Road, sewerage water supply and drainage etc.
- m. Preparation of detailed design of sewage disposal station treatment plant sufficient to cater the needs for the scheme.
- n. Advise to the foundation about the proposed construction schedule / schedule of completion of the project.
- o. To check correct marking on the ground conforming to the final setting out drawings.
- p. To evaluate variations / design , adjustments, substitutions of material etc.

2. PROJECT CO-ORDINATOR

- i. The consultant shall designate a member of their staff as Project coordinator who shall:
- ii. Maintain ready and prompt liaison with the Foundation and report to the project controller.
- iii. Have fully authority to represent the consultant in all matters relating to these TORs.
- iv. Be responsible to the Foundation for the professional conduct of the consultants staff with authority and responsibility for taking prompt action with reference to their activities.
- v. Take all reasonable measure to ensure that the general conduct of the consultant staff is not contrary to local customs , traditions and the required standard of behavior.

3. PROJECT CONTROLLER

The foundation shall designate member of their regular staff as project controller who shall represent the foundation and to whom only the consultant and the project coordinator shall report regarding all or any matter covered by this agreement.

4. PROFESSIONAL LIABILITY.

- i. The consultant shall safeguard the interest of the foundation and no information received by the consultant from the foundation shall be disclosed to a third party unless the consultant receives prior permission from the foundation to do so.
- ii. The consultant is liable for the consequences or error and omissions on his part or on the part of his employees in so far as the design of the project is concerned to the extent and with the limitation mentioned herein.
- iii. If the foundation suffers any loss or damages as a result of proven faults, errors or omissions in the design of the project, the consultant shall make good such loss or damages, subject to the condition that the maximum liability as aforesaid shall not exceed the total remuneration of the consultant under this agreement.
- iv. The consultant has no liability whatsoever for any part of the works not designed by him or under his responsibility.

5. SUBMITTALS

The consultant shall prepare and submit to the Foundation, the documents and drawings as below:-

- | | |
|--|------------|
| i. Master Plan Report (approved plan by LDA). | 03 copies. |
| ii. Topographic survey | 03 Copies. |
| iii. Detailed layout plan | 03 Copies. |
| iv. Service layout plan (all services) | 03 copies. |
| v. Detailed Drawings of Services | 03 Copies. |
| vi. Tender Documents. | 03 Copies |
| vii. Cost estimates including take off sheets | 03 Copies |
| viii. Super imposition of Master plan on land revenue khasras plan | 03 Copies |

6. REMUNERATION

The Consultant are requested to quote their fees for the services as below:-

Planning & Designing Phase

Whole consultancy work (as per scope of work specified above) rate to be quoted in a lump sum amount.

7. TIME SCHEDULE

The consultant are also required to intimate schedule of completion of works.

8. MODE OF PAYMENT

The mode of payment will be as below , which expresses as percentage of design fees for consultancy work.

Planning & Designing Phase

i.	Singing of agreement site surveys & investigations	15%
ii.	Detailed design of services	25%
iii.	Preparation of Tender Documents and cost estimates.	15%
iv.	Evaluation of bids	15%
v.	Approval of Master plan, design of services by LDA/WASA/LESCO	25%
vi.	Checking of As built drawings prepared by the contractors after completion of the development works	5%

9. TIME PERIOD OF SERVICES

Time period for providing the services shall be 4 Months.

10. EVALUATION CRITERIA

The proposals of the firms who fulfils the following fundamental requirements shall be evaluated:

- I. Registration with relevant registration agency such as PEC, PCATP etc.
- II. Active tax payer list/Having Valid NTN / sales Tax registration number
- III. Proof of not been blacklisted.
- IV. Proof of non-litigation with departments

Firms / companies who fulfils above mentioned primary requirement shall be evaluated as per below mentioned criteria: