

REQUEST FOR PROPOSAL



Board of Management SUNDAR INDUSTRIAL ESTATES

PROCUREMENT OF SHORT CONSULTANCY SERVICES FOR DESIGN AND CONSTRUCTION SUPERVISION OF BUILDINGS AT SUNDAR INDUSTRIAL ESTATE

Office:

Chief Engineer
Sundar Industrial Estate
Gate No. 2, Sundar Raiwind Road
Lahore.

Contacts:

Tel: 042 3529 7291-3 Fax: 042 3529 8070
URL: www.sie.com.pk, <mailto:ce@sie.com.pk>

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INVITATION FOR EXPRESSION OF INTEREST

RFP Ref No: ED/ SIE/ 2016-17/ CAPITAL/S-01

Dated: ____ Mar 2017

SUBJECT: RFP - ENGAGEMENT OF INDIVIDUAL CONSULTANT / FIRM FOR
DESIGN AND SUPERVISION OF BUILDINGS AT SIE "SHORT CONSULTANCY"

Dear Sir,

1. The Employer and availability of Funds

SIE is a flagship project of PIEDMC a public sector company of Government of the Punjab. SIE is run under the patronage of the Board of Management (BOM) SIE "*hereinafter the Employer*". The Employer has arranged sufficient funds from its parent Company / its own sources to meet the cost of works and Consultancy services mentioned hereinafter for the fiscal year 2016 / 2017. The Employer intends to use part of these proceeds to cover payments under the resulting contract for the services detailed in the Scope of Work.

2. EOI Eligible Consultants

The Employer now invites eligible "individual consultants" or "firms" or simply consultants to indicate their interest in providing short term consultancy services for subject work detailed in the Scope of Services during next ten to twelve [10-12] weeks. The consultants are requested to submit their written expression of interest, along with one original detailed CV and Financial Proposal plus two copies of detailed CV and Financial Proposal in writing within fifteen (15) days of receipt of this invitation / publication.

3. Purchase of TOR

Prospective eligible Consultants on submission of a written application to the Employer and payment of a non-refundable fee of Rupees 1000/- (One thousand only) in the form of bank draft or pay order from any schedule bank can purchase detailed TOR from the contact person, during 9 AM to 4PM 7/24 hours local time. The TOR can also be downloaded from the websites of the Employer and PPRA respectively upon payment of the fee in the amount and manner prescribed here. The TORs can be collected from the contact person and submission of CVs / proposals may be addressed to the undersigned at following address:

3.1 Employer's Representative

Chief Engineer SIE
Gate No. 2, Sundar Raiwind Road, Lahore
Tel: 042 3529 7291/3, Ext: 305 Fax: 042 3529 8070
e-mail: ce@sie.com.pk Link Employer's website: <http://www.sie.com.pk>
Link PPRA website: <http://www.ppra.org.pk>

3.2 Contact Person

Mr. Kashif Tanveer AM (Tech)
Tel: 042 3529 7291/3, Ext: 308 Fax: 042 3529 8070 Cell: 0320 5400 515
Address "same as above"

4. Clarifications

Any request for clarification with regard to this assignment shall be addressed to the undersigned. The Employer shall respond to clarifications received not later than one week before the deadline for submission of CVs / Proposals.

5. Submission and Opening of CVs / Proposal

Interested “consultants” must provide information indicating that they are qualified to perform the services by submitting updated CV’s, description of similar assignments, experience in similar conditions and relevant skills. The Detailed CV and Financial Proposal shall each be enclosed in a separate envelope and marked “Detailed CV” and “Financial Proposal” respectively. The two envelopes shall then be enclosed in a single envelope and marked “Proposal for *“Design and Supervision of Buildings at SIE”* and submitted to the contact person at address indicated herein above.

The deadline for submission CVs / Proposals is **1100 hours 31st of March 2017**. The opening of CVs shall take place immediately after the deadline for submission, in the conference room of the Employer at **1330 hours 31st of March 2017**. Applying consultants who choose to attend are invited in the opening ceremony.

6. Selection Criteria

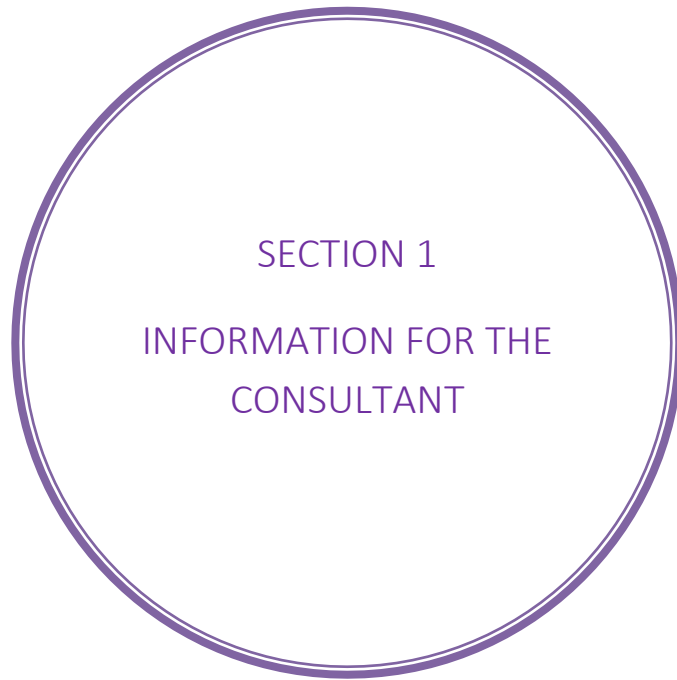
A consultant will be selected based on LCSB method in accordance with Rule 45(2) of the Punjab Procurement Rules 2014 as amended and procedures described in this RFP. The CV’s / Proposals shall be evaluated on the basis of the criteria shown in the TOR. Depending on availability the Consultant scoring highest aggregate points shall be selected and engaged to carry out the subject assignments during the current fiscal year.

7. Late Submission of CVs / Proposals

Late Expressions of Interest shall not be accepted for evaluation irrespective of the circumstances.

Sincerely,

Chief Engineer
Sundar Industrial Estate
(Khalid Mehmood Malik)



SECTION 1
INFORMATION FOR THE
CONSULTANT

INFORMATION FOR THE CONSULTANTS

ABBREVIATIONS AND ACRONYMS

PIEDMC	Punjab Industrial Development and Management Company
BOD	Board of Directors of the Company
BOM	Board of Management of the Estate
SIE	Sundar Industrial Estate
NCS	National Competitive Selection
FFP	Request for Proposal
PPRA	Punjab Procurement Regulatory Authority
PPR	Punjab Procurement Rules 2014 as amended
RFP	Request for Proposals
FBR	Federal Board of Revenue
PEC	Pakistan Engineering Council
PCATP	Pakistan Council of Architects and Town Planners
CV	Curriculum Vitae
TOR	Terms of Reference
ISU	Industrial Safety Unit
ISS	Integrated Security System
CE	Chief Engineer of SIE
AM (Tech)	Assistant Manager (Technical)

THE COMPANY

In 2003, Government of the Punjab announced its industrial policy. Punjab Industrial Estates Development and Management Company (PIEDMC) were under section 42, incorporated under Companies Ordinance 1984. The Company is owned by Government of the Punjab (GOP) and is run by a Board of Directors (BOD) comprising directors from Public as well as private sector. Majority of its directors are renowned industrialists and the rest are ex-officio members and Members Provincial Assembly (MPA). The company is a successful example of Public-Private Partnership as envisioned by GOP. Since its inception PIEDMC; as mandated in Article of Association has launched seven more Industrial Estates in a quest to rapid Industrialisation of the Punjab.

THE EMPLOYER

Sundar Industrial Estate (SIE) is a flagship project of the Punjab Industrial Estate Development and Management Company. In September 2011 when SIE was substantially developed and occupied the BOD felt a need to appoint from amongst its Resident Industrialist a Board of Management (BOM) to handle day to day affairs of the Estate. The BOM under the patronage of the BOD is responsible to set out Policy guidelines for management of SIE including business development, facilitation of its clients through one window operation and O n M of services for its clients. The BOD and BOM together with their Committees and appointed management / administrators / regulators shall for the purposes of procurement be referred to as *“the Employer”*.

SALIENT FEATURES OF SIE

Sundar Industrial Estate is ideally located at approximately 45KM from Centre of Lahore on Sundar Raiwind Road. It spans over 1840 acres of land and houses more than 700 industrial units of which more than 400 units are already in business. The estate is a mix of multinational and local Companies ranging from Pharmaceuticals to Food Processing, from Engineering to Textile, from packages to Garments, from Carpet to Papers & Boards, from Plastics to, Chemicals & Paints, from Steel to Auto parts and from Electronics to Wood products and Warehouse etc. The Tetra Pack, US apparel, Linde Pakistan, Pepsi Co, Changhong RUBA, CHT, Kansai Paints, Ravi Autos, Hoest are just a few to mention. Sundar Industrial Estate provides to its value customers a state of the art Infrastructure, uninterrupted power supply through its own grid station, central security system and much more.

OBJECTIVE OF THIS DOCUMENT

The BOM SIE intends to hire short consultancy services of an individual consultant or a consulting firm for the purpose of design through construction supervision of its buildings including renovation and furnishing proposals for its Board Office, development of its Rescue Building into Industrial Safety Unit as required by Government of the Punjab housing facility for its resident staff and other like initiatives for business development.

LOCATION

The proposed location of the assignment is 45KM from Centre of Lahore at Sundar Industrial Estate, Sundar - Raiwind Road, Lahore.

DOCUMENTS FORMING PART OF RFP

- ✓ Information to Consultants
- ✓ Terms of Reference

- ✓ Proposed Contract Format
- ✓ Financial proposal
- ✓ Form of Integrity

THE DURATION

The expected duration of the assignment is ten to twelve [10 to 12] weeks from the date of commencement. Maximum allowed time for the entire assignment shall be three (3) Months.

PROPOSAL COMPRISING SERVICES

1. The Consultant shall perform the services specified in the agreed Terms of Reference, which is made an integral part of this Contract (“the Services”).
2. The Consultant shall provide the personnel as indicated in the agreed TOR to perform the Services.
3. The Consultant shall submit to the Client the reports in the form and within the time periods specified in the agreed TOR.
4. The Consultant will find in the TOR the scope of assignment and services requested The Consultant is expected to submit:-
 - Comments on the TOR of the assignment;
 - Comments on the Proposed Contract
 - Relevant qualification and experience in similar assignments; and
 - Updated detailed CV.

In addition please submit your Financial Proposal on the form given in the TOR

SELECTION CRITERIA

1. To qualify, applicant must score an aggregate of 60 marks out of 100.
2. The proposal to be submitted by the Consultants will be evaluated on the basis of the CV and later, they will be classified by order of merit
3. Broad criteria as tabulated here shall be used to evaluate the CVs and Selection of the Consultant:

<u>Serial</u>	<u>Selection Criteria</u>	<u>Weight</u>
1	General Profile and qualification / suitability for the task	10
2	Experience in the specific assignment and Past Performance	45
3	Qualification Experience of the Key Personnel	15
4	Financial Position	10
5	Methodology	20
	Total Weight	100

SUB-CRITERIA

When evaluating general qualification and suitability for the task to be performed under Serial. 1 on the Table above the proposal will be evaluated by analyzing the consultant's academic qualification in relation to the assignment as described in the Terms of Reference, Organizational Structure of the individual / firms and year of establishment of its business office

In evaluating experience in the specific assignment and past performance described in the TOR under serial. 2 of the Table above, each assignment shall be awarded marks as below and a consultant who will provide maximum similar assignments shall be awarded the highest marks. Documentary proof for each work is to be attached with letter for verification of the client

General Profile and qualification / suitability for the task	10	Total Marks
Minimum 10 years	06	Min 6 Marks
10-15 years	02	Additional 2 Marks
Above 15 years	02	Additional 2 Marks
Experience and Past Performance	45	Total Marks
Similar assignment completed in Industries last 5 years	25	5 Marks / Assignment
Similar assignment completed for reputed companies	15	(3 Mark / assignment
Certification with relevant statutory bodies	5	Marks
Qualification and Experience of Key Personnel	15	Total Marks
MS in relevant discipline from HEC recognized University	05	Marks
Minimum 10 years experience of on similar assignment	05	Marks
Qualified support staff	05	Marks
Financial Position	10	Total Marks
Audited Account statement for last 3 years	05	Marks
Registration with Income Tax department	03	Marks
No Litigation History	02	Marks
Methodology	20	Total Marks

SELECTION PROCESS

The first individual consultant on the ranking shall then be contacted and if available, fees and contract terms shall be negotiated. If an agreement is not reached, the next consultant in order of merit will be invited to negotiate and so on until one of the short-listed individual consultants is retained for the assignment.

CONSULTANT TO MEET COSTS

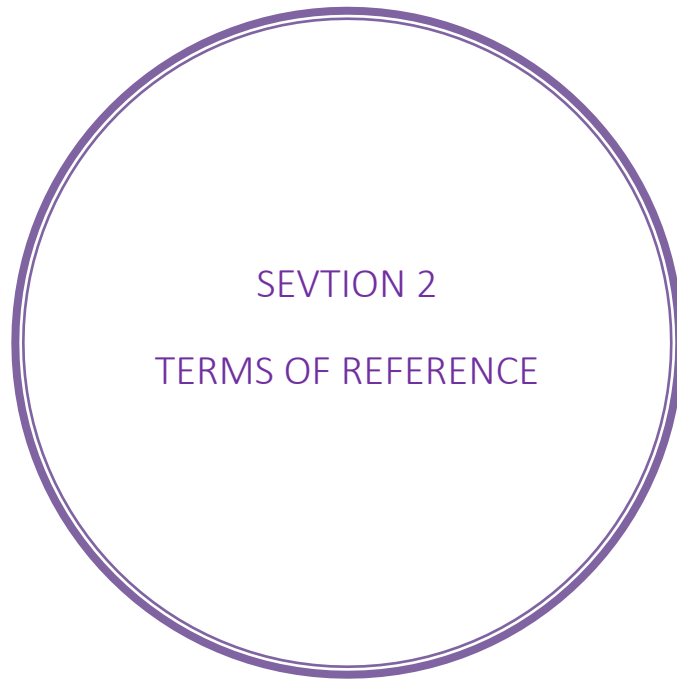
The Consultant shall meet the cost of any insurance and/or medical examination or treatment required in the course of performing the services.

DEADLINE FOR SUBMISSION OF PROPOSAL

If the Consultants decide to submit a proposal, it must be received at the place designated for receipt of proposals not later than **1100 hours 31st of March 2017**

INTEGRITY FORM

The consultant shall duly fill and submit integrity form in Section IV



SEVTION 2
TERMS OF REFERENCE

TERMS OF REFERENCE

SCOPE OF ASSIGNMENT

1.1 Existing Office Building.

This assignment is for renovation and up-gradation of the existing office building with a view to give it a corporate look and better manage internal space for the executives and staff and clients. The design consultant is required to assisting the client in *designing structural changes, office furniture, thematic interior*, preparation of tender and working drawings, Shop drawings for fireproof lockers, cabinets and furniture and Preparation of tender / contract documents etc. The Employer on request of the design consultant shall provide copy of the existing plans of the buildings to better understand the requirement for design proposal

1.2 Existing Rescue Building.

The requirement is to modify with minimum or no structural changes in the existing Rescue Building with a view to converting it into a functional Industrial Safety Unit (ISU) The Consultant must familiarise himself with the needs and requirements of the modern (ISU) and develop plans to house rescue services, emergency response teams, disaster management teams and their equipment and kits etc. The client has already planned ISS for which a central control room shall be setup in the same building. The Employer on request of the design consultant shall provide copy of the existing plans of the buildings to better understand the requirement for design proposal

1.3 New Hostel.

The Consultant is required to design a simple yet elegant residential building or hostel with boarding and lodging facilities for at least 125 men of various teams. Each floor of the hostel so designed must link to the corresponding floor of the ISU for ease of access to the safety kits and equipment so that response time to meet emergencies can be reduced.

1.4 New Shops and Canteen Complex

The Consultant is required to design a complex comprising six to eight shops and a canteen with kitchen and hall to serve quality food to at least 50 people at a time.

1.5 Reverse Osmosis Plant House

To provide quality drinking to our customers, the Client has planned two RO Plants of Capacity 2000 litres / hour each.

1.6 Storage Accommodation

To house administrative and other related store, the Employer need a store with proper racks and pallets for easy storage and inventory control of various articles.

DESIGN PARAMETERS

1. Scope of Design

- In case of existing buildings design minimal structural changes; preferably dry construction.
- Design furniture, work stations, fire resistant file lockers, desk to handle and safe keeping of drawings / blue prints, emergency alarm system etc.
- design aesthetically elegant and thematic interiors

2. Design Considerations

- The building designed should be integrated and interconnected with other parts yet functionally independent into departments and teams housed therein. The Rescue Building and Hostel should be linked at each floor through a covered corridor in order to provide easy access
- Least disturbance should be caused during renovation and or improvement process of existing building.
- The renovation should envisage central reception for customers and emergency areas for better service delivery and quick response time. Similarly, buildings should cater for disabled persons like ramps for wheel chairs, stretchers and washroom facility etc.
- In case of office building separate entrances may be planned for board office, departments and reception
- For office building kitchenettes may be provided separately for board office and management staff
- Facade of all existing building should remain intact as far as possible
- Common washroom facility for lower management and staff may be considered
- Treatment of existing structure to protect it against seepage, improvement of water supply and plumbing service, roof treatment, etc. shall be considered in the proposal.
- Layout of services and rerouting utility cables, conduits etc. shall be appropriately planned.
- Best utilization of the internal spaces

3. Design development Phases

- Development conceptual design and approval
- Preparation of final schematic design and approval
- Preparation of detailed design and working drawings
- Preparation of shop drawings for furniture, fireproof lockers and cabinets etc.
- Preparation of thematic interior

4. Preparation of tender documents and drawings

- Instructions to Bidders.
- Bidding Data.
- Conditions of contract
- Specifications - Special Provisions.
- Specifications - Technical Provisions.
- Form of Bid & Appendices to Bid.
- Bill of Quantities.
- Tender Drawings.

- Any other document suggested by the consultant
- 5. Preparation of contract documents, and working drawings
- 6. Development of safe renovation methodology for existing buildings
- 7. Schedule of design submittals and top supervision.
- 8. Any other detail or facility deemed fit by the consultant

SUBMISSION OF EOI /PROPOSAL

- 3.2 The eligible “consultants” must provide information indicating that they are qualified to perform the services by submitting updated CV’s, description of similar assignments, experience in similar conditions and relevant skills.
- 3.3 The Detailed CV and Financial Proposal shall each be enclosed in a separate envelope and marked “Detailed CV” and “Financial Proposal” respectively. The two envelopes shall then be enclosed in a single envelope and marked “Proposal for “Design and Supervision of Buildings at SIE” and submitted to the contact person at address indicated here.
- 3.4 The opening of CVs shall take place immediately after the deadline for submission, in the conference room of the Employer at 1330 hours 31st of March 2017. Applying consultants who choose to attend are invited in the opening ceremony.
- 3.1 The EOIs of the applicant which fulfils the eligibility conditions will be called for presentation to the committee for evaluation of the proposal and the consultant
- 3.5 The consultant qualifying the criteria shall submit the EOI containing documents in support of the eligibility conditions as mentioned qualification criteria including following documents
 - ✓ Background and organization of the consultant / firm including:
 - number of years providing similar service in Pakistan;
 - management structure;
 - number of professional staff for the assignment
 - curriculum vitae of the key management staff; and
 - List of associate firms / subsidiaries.
 - ✓ Audited accounts and documents on bank credit line (for the last two years).
 - ✓ Job and client reference for similar service for the last three years.
 - ✓ Copy of company registration documents, including
 - Business Registration Certificate; and
 - Third Party Insurance.
 - ✓ Quality assurance certification (e.g. ISO 9001) (if any).
 - ✓ Company Code of Conduct for Staff (if any).
 - ✓ Declaration of no litigation for the past five years.
 - ✓ Any other document the consultant / firm may deem fit for reassessment.

REJECTION OF EOI

The application for the Design and top Supervision is liable to be rejected if:

- ✓ The application is not submitted in properly sealed envelope.

- ✓ Not in prescribed form and containing all required details
- ✓ Not properly signed.
- ✓ Received after the expiry of due date and time

TIMELINE FOR DELIVERABLES

Since the project is time bound and has to be completed accordingly therefore, design consultant has to meticulously work out all details and keep close coordination during various phases to realize following time line:

<u>Serial</u>	<u>Description Of Service</u>	<u>Time</u>
1	Submission of conceptual or preliminary design and approval	14 days
2	Submission of final schematic design and approval	07 days
3	Submission of detailed design and working drawings	14 days
4	Submission of tendering documents and drawings	14 days
5	Preparation of contract documents, working and shop drawings	21 days
6	Preparation of thematic interior design	14 days
7	Top supervision during Execution of work	35 days

SCHEDULE OF FEE PAYMENT:

Consultancy charges shall be payable as per following schedule:-

1 st Instalment	20% at the time of signing the contract (Against Bank Grantee)
2 nd Instalment	20% on submission and approval of serial 1to 3 of deliverables
3 rd Instalment	20% on submission and approval of serial 4 & 5 of deliverables
4 th Instalment	20% on submission and approval of serial 6 of deliverables
5 th Instalment	10% on completion of renovation of existing building
Final Payment	10% two months after completion of all works / services

OTHER TERMS AND CONDITIONS

- ✓ Full time supervision of the work shall be the sole responsibility of the client.
- ✓ Design consultant through top supervision shall ensure that the concept behind the design is actually being realized by the prospective contractor.
- ✓ The client shall not be liable to pay to the consultants for works and or services for which consultant's services have not been obtained or sought or where services of some other agency have been obtained.
- ✓ The consultant's percentage of fee shall be worked out on the engineer estimates based on latest MRS rates placed on the web site of Government of the Punjab.
- ✓ Performance security @ 10% of the total consultancy fee shall be kept by the client and released on successful conclusion of the work.
- ✓ Schedule of payment shall be predetermined between both parties and made part of the consultancy services contract.

- ✓ The eligible applicants shall be called for presentation should the Board of Management Sundar Industrial Estate so desire.
- ✓ During top supervision, consultant must arrange sufficient visits during all critical stages of structural changes, at no extra cost to the client.
- ✓ After expiry of contract period, the consultant shall surrender possession of all design, drawings, and documents without any compensation.



SECTION 3
CONTRACT AGREEMENT

PROPOSED AGREEMENT FOR CONSULTANCY SERVICES

THIS AGREEMENT, together with APPENDICES A to D which constitute an integral part thereof (herein referred to as the **Agreement**), is entered into on this ---- day of April, 2016.

BETWEEN

Board of Management Sundar Industrial Estate having its registered office at Gate No. 2 Sundar Raiwind Road, Sundar Industrial Estate, Lahore (hereinafter called the "CLIENT") of the first part;

AND

Name and address of the Consultant, Pakistan (hereinafter called "CONSULTANTS") of the second part.

WHEREAS, the Employer wishes to have the Consultant perform the services hereinafter referred to as Design and Supervision of Buildings at SIE and WHEREAS, the Consultant is willing to perform these services.

The following documents shall be deemed to form and be read and construed as part of this Agreement;

1. This Contract Agreement;
2. The Client's Notification of Award;
3. Agreed Terms of Reference (TOR); and
4. Minutes of the Negotiation Meetings if any.

NOW THEREFORE THE PARTIES HERETO AGREE AS UNDER

ARTICLE 1: THE PROJECT

The Project for which Services are required to be performed under this Agreement is described in the **attached Appendix A**.

ARTICLE 2: SCOPE OF SERVICES

The scope of consultancy and other professional services (herein referred to as "SERVICES") which are to be performed by the Consultant for the Project under this Agreement are described in the **attached Appendix A**.

ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.

3.2 Time Schedule of Services

The time schedule of Services is given in the attached **Appendix B**.

3.3 Extension of Time

Extension of Time for completion of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Consultant as and when required.

ARTICLE 4: MODE OF OPERATION

4.1 Obligations of the Consultant

The Consultant shall perform Services as an independent consultant in accordance with recognized international standards, applicable laws and regulations.

The Consultant shall appoint a Project Manager (professional engineer licensed by PEC) named in Appendix D who shall represent the Consultant for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services there under. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Consultant.

The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering practices.

The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and engineering practices.

The Consultant shall furnish the Client such information relating to the Services as the Client may from time to time reasonably request.

Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part thereof nor engage any other independent consultant or sub-contractor to perform any part of the Services.

The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives a written permission from the Client to do so.

4.2 Obligations of the Client

The Client shall provide to the Consultant:

All necessary data/documents/reports, as listed in Appendix A, that may be required by the Consultant for performing the Services within the Time Schedule given in Appendix B.

The Client shall designate a person named in Appendix D to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Consultant.

The Client shall take all necessary measures to make timely payments to the Consultant as stipulated in Article 5, hereof.

ARTICLE 5: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Consultant and the mode of payment shall be as described in the attached Appendix-C.

ARTICLE 6: ADDITIONAL SERVICES

The Client may ask the Consultant to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties.

The Consultant shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

ARTICLE 7: TERMINATION

7.1 End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

7.2 Termination by the Client

The Client may, by a written notice of thirty (30) days to the Consultant, terminate this Agreement. All accounts between the Client and the Consultant shall be settled not later than sixty (60) days of the date of such termination.

7.3 Termination by the Consultant

The Consultant may suspend the Agreement by a written notice of thirty (30) days only if the Consultant does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the Consultant after thirty (30) days of notice of suspension, the Consultant may terminate this Agreement in whole or in part

by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the Consultant under such circumstances, the Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate services referred above, all payments due to the Consultant.

ARTICLE 8: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

ARTICLE 9: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made there under as amended from time to time. The venue of arbitration shall be in Pakistan as given in Appendix D, Special Conditions.

ARTICLE 10: APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with the laws of Pakistan and the courts at the location indicated in Appendix D, Special Conditions shall have exclusive jurisdiction for adjudicating and interpreting the Agreement.

ARTICLE 11: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

ARTICLE 12: NOTICES

Any notice given by any of the Parties hereto shall be sufficient only if in writing and delivered in person or through registered mail as follows:

To:	The Client	Board of Management SIE Gate # 2 Sundar Raiwind Road, Lahore Department of Engineering
To:	The Consultant	Project Manager: ----- ----- -----

OR

To such other address as either of these Parties shall designate by notice given as required herein. Notices shall be effective when delivered.

IN WITNESS WHEREOF, the Parties have executed this Agreement, in two (2) identical counterparts, each of which shall be deemed as original, as of the day, month and year first above written.

FOR AND ON BEHALF OF
(The Consultant)

FOR AND ON BEHALF OF
(The Client)

Signed by: -----

Signed by: -----

Designation:-----

Designation:-----

(Seal)


(Seal)

Witness:

Witness:

Signed by: -----

Signed by: -----



SECTION 4
FINANCIAL PROPOSAL
AND UNDERTAKING

FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal. These Forms shall invariably be used whichever is the selection method indicated in para. 1.4 of the TOR.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location,
Date]

To: *Board of Management Sundar Industrial Estate*

Dear Sir,

We, the undersigned, offer to provide the consulting services for Design and Supervision of Buildings at SIE in accordance with your Request for Proposal dated [Insert Date]. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is inclusive of all taxes including sales tax, withholding tax, income tax and etc.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address:

FORM FIN-2 SUMMARY OF COSTS

Description	Quantity	Unit	Rate	Amount
			Pak Rupees	
Lump sum Fee for the complete assignment inclusive of all the services, as stated in the SCOPE OF WORK & TOR attached to this RFP	Job	L.S		
Total				

(Pak Rupees _____)

Signature of Authorized Person _____

Name:-

Seal

Undertaking by Consultant on Anti – Bribery Policy / Code of Conduct

Each Consultant must submit a statement, as part of the tender documents, in the format provided below, which must be signed personally by individual consultant.

UNDERTAKING BY THE CONSULTANT

I _____ (*name of consultant*) have issued, for the purposes of this proposal, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that I will comply to the No-bribery commitment given in this statement, as well as by all third parties working with me on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers")"

Signature: _____

Name of Consultant: _____

Address: _____