

GOVERNMENT OF BALUCHISTAN



REQUEST FOR PROPOSAL (RFP)
FOR QUETTA MASTER PLAN
(PSDP 2019-20 No. 2349, Z-2019.1395)

29th January, 2019

DIRECTOR TOWN PLANNING,
QUETTA DEVELOPMENT AUTHORITY

LETTER OF INVITATION

To:

Subject: REQUEST FOR PROPOSAL (RFP) CONSULTANCY SERVICES FOR PREPARATION OF QUETTA MASTER PLAN (PSDP 2349, 2019-20) PROJECT

The Quetta Development Authority invites proposals to provide Consultancy Services for Preparation of Quetta Master Plan project.

More details on the services are provided in the Terms of Reference.

2. A firm will be selected under Quality and Cost Based Selection (QCBS) and procedures described in this RFP, in accordance with BPPRA Rules.

3. This request of proposal (RFP) has been addressed to the following short listed firms.

- (i) M/S MM PAKISTAN PVT LTD. IN JV WITH BELDA LTD AND SPATSOL TECHNOLOGIES
- (ii) M/S NESPAK ENGINEERING IN JV OF REHMAN HABIB
- (iii) M/S USMANI AND CO. IN ASSOCIATION WITH RMJM OSMANI
- (iv) M/S URBAN UNIT PUNJAB IN JV WITH AOS LTD.
- (v) M/S PAKISTAN ENVIRONMENTAL PLANNING AND ARCHITECTURAL CONSULTANTS IN JV WITH SURBANA JURONG (SJ), EGC PVT LTD AND EPC PVT. LTD
- (vi) M/S SHEHAR SAAZ PVT LTD IN JV WITH PLACE-MAKE AND 4-VALLEYS ENGINEERING CONSULTANT
- (vii) M/S EA CONSULTING PVT. LTD.
- (viii) M/S CAMEOS IN ASSOCIATION WITH HP CONSULTANT & ARTELIA
- (ix) M/S UNICON CONSULTING IN JV WITH INNOVATIVE DEVELOPMENT CONSULTANTS
- (x) M/S NAQVI AND SIDIQI ASSOCIATES INN JV WITH SHAH & ASSOCIATES, TECHNO-CONSULT INTERNATIONAL AND AK DESIGN

4. The RFP includes the following documents:

- Letter of Invitation
- Section 1 – Instructions to Consultants
- Section 2 – Data Sheet
- Section 3 – Technical Proposal- Standard Forms
- Section 4 – Financial Proposal- Standard Forms
- Section 5 – Terms of Reference (ToR)
- Section 6 – Contract

5. Soft copy the RFP document can also be downloaded from www.bppra.org
6. **Technical and Financial Proposals**, sealed in separate envelopes, should be delivered by hand or by post to the office of the **Director Town Planning** not later than 24th **February, 2020 by 01:00 P.M.** The document received after the due date and time shall not be entertained. The same will be opened after one hour i-e **02:00 P.M of 24th February 2020** by the Consultants Selection Committee in the presence of intending firms/representatives who wish to be present.
7. Please inform us in writing at the following address upon receipt.
 - (a) that you received the Letter of Invitation; and
 - (b) whether you will submit a proposal.

Director Town Planning
Focal Person for Quetta Master Plan
Sariab Link Road, Quetta.
Phone No. 081-29211072, Fax: 081-29211068
Email: qdatownplanning@gmail.com

cc:

1. The Secretary, Government of Balochistan, Urban Planning & Development for information please.
2. The Managing Director, Balochistan Public Procurement Regulatory Authority (BPPRA), Government of Balochistan, Quetta for favor of information with a request to host on BPPRA Website as desired under rules.

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SECTION-1: INSTRUCTIONS TO CONSULTANTS

Instructions to Consultants

1. Definitions

- a) “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- e) “Day” means calendar day including holiday.
- f) “Government” means the Government of Balochistan.
- g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- i) “Proposal” means the Technical Proposal and the Financial Proposal.
- j) “RFP” means the Request for Proposal prepared by the procuring Agency for the selection of Consultants.
- k) “Sub-Consultant” means any person or entity to which the Consultant subcontracts any part of the Services.
- l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

2.2 The eligible Consultants (shortlisted consulting firms) are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.

2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

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

(i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing

Section-1: Instructions to Consultants

consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.

(iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationships

3.2 Government officials and civil servants may be hired as consultants only if:

- i. They are on leave of absence without pay;
- ii. They are not being hired by the agency they were working for, six months prior to going on leave; and
- iii. Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s) observe the highest standard of ethics during the procurement and execution of such contracts.

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

"The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard.

5. Integrity Pact

Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 10.00 million.

6. Eligible Consultants

6.1 Short listing process has been undertaken through Request of Expression of Interest (REOI), for the Contract for which these RFP documents are being issued; those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been short listed are eligible.

6.2 Short listed consultants emerging from request of expression of interest are eligible.

7. Eligibility of Sub-Consultants

A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.

8. Only one Proposal

Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

9. Proposal Validity

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

10. Clarification and Amendment in RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

13. Technical Proposal Format and Content

13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.

(iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

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

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

(i) A brief description of the consultant organization and an outline of recent experience on assignments (Form Tech-1) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Tech 2).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (TECH -8).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (TECH-4). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last 10 years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (TECH 8).

(vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (TECH 2).

(vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

Public Opening and Evaluation of Financial Proposals: (Quality & Cost Based Selection (QCBS) method only).

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of Financial Proposals

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

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

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

Section-1: Instructions to Consultants

20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical negotiations

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

22. Financial negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

23. Availability of Professional staff/experts

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

24.2 After publishing of award of contract consultant required submitting a performance security at the rate indicated in data sheet.

24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

SECTION-2: DATA SHEET

DATA SHEET

The following specific data for the Works to be bid shall complement, amend, or supplement the provisions in the Instructions to Consultants. Wherever there is a conflict, the provisions herein shall prevail over those in the Instructions to Bidders and wherever there is a conflict with BPPRA, BPPRA shall prevail. Also, words PPRA 2013 should be replaced with BPPRA 2014.

Clause No	Description	
2.1	Name of the Assignment is	Quetta Master Plan
	The Name of the Procurement Agency's official (s)	Quetta Development Authority, Sariab Link Road, Quetta- 87300, Pakistan
	Address:	Quetta Development Authority, Sariab Link Road, Quetta- 87300, Pakistan Telephone No: +92-081- 9211072
2.1	The method of selection is:	Quality and Cost Based Selection Method
2.2	Technical and Financial Proposals	Both
2.3	Pre-proposal conference will be held	
5.1	Consultant undertake to sign "Integrity Pact" for the procurement estimated to exceed Pak Rs.10.00 million as per form attached in this "RFP"	
9.1	Proposals validity:	90 days
10.1	Clarifications may be requested not later than five (05) days before the submission date. The address for requesting clarifications is: same as provided in Clause 2.1 above	
11.2	The estimated minimum number of staff-months required for the assignment is: 258 months (minimum) as attached. Any decrease in the man-months will result in the making of the proposal non responsive which may be rejected.	
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English however, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.	

13.2(vi)	<p>Though training is not a major component of this assignment however the consultant must engage the relevant staff of the Quetta Development Authority and UP&D Department on the project activities for the purpose of training.</p> <p>The consultant is supposed to establish its base office for the project at the QDA office compound for close coordination with stake holders and training of concerned staff as described above during the course of execution of the project.</p>	
16.2	Consultant must submit the original and one (01) copy of the Technical Proposal, and the original of the Financial Proposal all in separate sealed envelopes. (Refer clause-16).	
16.4	<p>The Proposal submission address is: same as provided in Clause 2.1.</p> <p>Proposals must be submitted not later than:</p>	<u>24th February 2020 at 1300 hrs.</u>
18.1	Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:	
		Points
(i)	Specific experience of the Consultants relevant to the Assignment: i.e. City Master Planning	[0 - 10]
	Two or more Projects	10 points
	One Projects	05 points
(ii)	Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: (Note: Every consultant needs to present the approach and methodology to the Committee in Power Point format)	[0 - 20]
	a) Technical approach and methodology	[0 - 15]
	b) Work plan	[0 - 2.5]
	c) Organization and staffing	[0 - 2.5]

(iii) **Key professional staff qualifications and competence for the assignment:**

[0-70]

(A) Technical Team

[0-70]

a. Team Leader (Urban Development Expert)

[0-12]

PEC / PCATP Valid Registration with Bachelor or Master Degree in relevant field

PhD Degree with 10 years' experience	12.0 points
Master Degree with 15 years' experience	10.0 points
Masters Degree with 10 years' experience	5.0 points
Less than 10 years' experience	0.0 point

b. Project Coordinator

[0-8]

PCATP Valid Registration with Bachelor or Master Degree in relevant field

PhD Degree with 10 years' experience	8.0 points
Master Degree with 15 years' experience	6.0 points
Masters Degree with 10 years' experience	5.0 points
Less than 10 years' experience	0.0 point

c. Urban / Town Planner

[0-2]

PCATP Valid Registration with Bachelor or Master Degree in relevant field

PhD Degree with 10 years' experience	2.0 points
Master Degree with 15 years' experience	1.5 points
Masters Degree with 10 years' experience	1.0 points
Less than 10 years' experience	0.0 point

d. Architect and Landscape Expert

[0-2]

PCATP Valid Registration with Bachelor or Master Degree in relevant field

PhD Degree with 10 years' experience	2.0 points
Master Degree with 15 years' experience	1.5 points
Masters Degree with 10 years' experience	1.0 points
Less than 10 years' experience	0.0 point

e. Environment Specialist

[0-2]

PEC Valid Registration with Bachelor or Master Degree in relevant field

PhD Degree with 10 years' experience	2.0 points
Master Degree with 15 years' experience	1.5 points
Masters Degree with 10 years' experience	1.0 points
Less than 10 years' experience	0.0 point

- f. Traffic Planner** [0-4]
 PEC Valid Registration with Bachelor or Master Degree in relevant field
- | | |
|--|------------|
| PhD Degree with 10 years' experience | 4.0 points |
| Master Degree with 15 years' experience | 2.0 points |
| Masters Degree with 10 years' experience | 1.0 points |
| Less than 10 years' experience | 0.0 point |
- g. Water resource management Specialist** [0-2]
 PEC Valid Registration with Bachelor or Master Degree in relevant field
- | | |
|--|------------|
| PhD Degree with 10 years' experience | 2.0 points |
| Master Degree with 15 years' experience | 1.5 points |
| Masters Degree with 10 years' experience | 1.0 points |
| Less than 10 years' experience | 0.0 point |
- h. Infrastructure Expert** [0-4]
 PEC Valid Registration with Bachelor or Master Degree in relevant field
- | | |
|--|------------|
| PhD Degree with 10 years' experience | 4.0 points |
| Master Degree with 15 years' experience | 2.0 points |
| Masters Degree with 10 years' experience | 1.0 points |
| Less than 10 years' experience | 0.0 point |
- i. Solid Waste/Sanitary Management Specialist** [0-4]
 PEC Valid Registration with Bachelor or Master Degree in relevant field
- | | |
|--|------------|
| PhD Degree with 10 years' experience | 4.0 points |
| Master Degree with 15 years' experience | 2.0 points |
| Masters Degree with 10 years' experience | 1.0 points |
| Less than 10 years' experience | 0.0 point |
- j. Electrical and Mechanical Expert** [0-2]
 PCATP Valid Registration with Bachelor or Master Degree in relevant field
- | | |
|--|------------|
| PhD Degree with 10 years' experience | 2.0 points |
| Master Degree with 15 years' experience | 1.5 points |
| Masters Degree with 10 years' experience | 1.0 points |
| Less than 10 years' experience | 0.0 point |
- k. Alternative/Renewable Energy Specialist** [0-2]
 PEC Valid Registration with Bachelor or Master Degree in relevant field
- | | |
|--|------------|
| PhD Degree with 10 years' experience | 2.0 points |
| Master Degree with 15 years' experience | 1.5 points |
| Masters Degree with 10 years' experience | 1.0 points |
| Less than 10 years' experience | 0.0 point |

l. Disaster Risk Management Specialist		[0-2]
PhD Degree with 10 years' experience	2.0 points	
Master Degree with 15 years' experience	1.5 points	
Masters Degree with 10 years' experience	1.0 points	
Less than 10 years' experience	0.0 point	
m. GIS Specialist		[0-4]
PhD Degree with 10 years' experience	4.0 points	
Master Degree with 15 years' experience	2.0 points	
Masters Degree with 10 years' experience	1.0 points	
Less than 10 years' experience	0.0 point	
n. Legal Expert		[0-8]
PhD Degree with 10 years' experience	8.0 points	
Master Degree with 15 years' experience	6.0 points	
Masters Degree with 10 years' experience	4.0 points	
Less than 10 years' experience	0.0 point	
o. Financial E-Commerce Expert		[0-2]
PhD Degree with 10 years' experience	2.0 points	
Master Degree with 15 years' experience	1.5 points	
Masters Degree with 10 years' experience	1.0 points	
Less than 10 years' experience	0.0 point	
a. Expert on PPP and other Contracts		[0-6]
PhD Degree with 10 years' experience	6.0 points	
Master Degree with 15 years' experience	4.0 points	
Masters Degree with 10 years' experience	2.0 points	
Less than 10 years' experience	0.0 point	
p. Social, Gender and Public Participation Specialist		[0-2]
PhD Degree with 10 years' experience	2.0 points	
Master Degree with 15 years' experience	1.5 points	
Masters Degree with 10 years' experience	1.0 points	
Less than 10 years' experience	0.0 point	
q. Institutional Strengthening and Capacity Building Specialist		[0-2]
PhD Degree with 10 years' experience	2.0 points	
Master Degree with 15 years' experience	1.5 points	
Masters Degree with 10 years' experience	1.0 points	
Less than 10 years' experience	0.0 point	
Total weight		100%

	The minimum technical score required to pass single entity is:	70%
	<u>Weightage</u>	
	Technical	80%
	Financial	20%
20.1	Expected date and address for contract negotiations	To be notified to successful consultants
24.2	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee or AA Rating insurance company	10%
24.3	Expected date for commencement of consulting services:	To be notified to the successful consultant
	Location of Services	Quetta

SECTION-3: STANDARD FORMS FOR TECHNICAL PROPOSAL

FORM TECH-1**FIRM'S REFERENCE****Relevant Services Executed in the Last Five Years Which Best Illustrate Qualifications**

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

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

FORM TECH-2

**APPROACH AND METHODOLOGY
PROPOSED FOR PERFORMING THE ASSIGNMENT**

FORM TECH-3

COMMENTS/SUGGESTIONS OF THE FIRM

On the Terms of Reference (TOR)

1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
- Etc.

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

1. _____
2. _____
3. _____
4. _____

FORM TECH-4

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: _____
2. Name of Firm: : _____
3. Name of Staff: : _____
4. Profession: : _____
5. Date of Birth: : _____
6. Nationality: : _____
7. Membership in Professional Societies: : _____
8. Detailed Tasks Assigned on the Project: : _____
7. Key Qualifications: : _____
[Give an outline of staff member's experience and training most pertinent to tasks on assignment.]
9. Education: : _____
[Summarize college/university and other specialized education of staff member].
10. Employment Record: : _____
[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments.].
11. Languages: _____
[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].
12. Certification: _____

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

Signature of Staff Member or Authorized
official from the Firm

Date: _____
Day/Month/Year

FORM TECH-5

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/Activities	Monthly Programme from Date of Assignment (in the form of a Bar Chart)							
	1	2	3	4	5	6	7	n

FORM TECH-6

Completion and Submission of Reports

Reports	Program

FORM TECH-7

WORK PLAN AND TIME SCHEDULE FOR PROPOSED PERSONNEL

Name	Position	Months (in the form of a Bar Chart)												No of Months
		1	2	3	4	5	6	7	8	9	10	11	12	

FORM TECH-8

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

1. Key Personnel

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

SECTION-4: STANDARD FORMS FOR FINANCIAL PROPOSAL

FINANCIAL PROPOSAL FORMS

Form 1

BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT

Project: _____ Firm: _____

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

Notes:

- Item No. 1: Basic salary shall include actual gross salary before deduction of taxes. Payroll sheet for each proposed personnel should be submitted at the time of negotiations.
- Item No. 2 Social charges shall include Client’s contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. Breakdown of proposed percentage charges should be submitted and supported (see Form 2).
- Item No. 3 Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charges for overhead should be submitted and supported (see Form 3).

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

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

Name: _____

Signature: _____

Title: _____

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

S.No.	Name	Position	Staff-Months	Monthly Billing	Total Estimated
I. Professional Staff					
	Sub-Total				

ESTIMATED LOCAL CURRENCY SALARY COSTS/REMUNERATION

S.No.	Name	Position	Staff-Months	Monthly Billing	Total Estimated
II. Non-Technical Staff					
		Sub-Total:			

DIRECT NON-SALARY COSTS

S.No.	Nomenclature	Unit	Quantity	Unit Price	Total	Remarks
1						
2						
3						
4						
5						
6						
7						
8						

Note: No direct costs shall be admissible as impact of said cost has already been included in overhead in form-3. Only details be furnished which is mandatory.

Provisional Sums are Fixed no Firm allowed to reduce the cost.

Form 6**SUMMARY OF COST OF CONSULTANT**

Millions

S.No.	Description	Design Phase	Construction Supervision Phase	Amount (Rs.)
1.	Salary Cost/Remuneration			
2.	Direct (Non-salary) Cost	N/A	N/A	N/A
3.	Contingencies	N/A	N/A	N/A
4.	Grand Total			

Final Cost (in figure)

(in words)

Dated_/_____/_____

Chief Executive/Authorized Signature & Seal _____

Address of the company _____

[Form 6 shall be submitted on Company letter head and signed by Chief Executive or Authorized Agent]

SECTION-5: TERMS OF REFERENCE (ToRs)

Section 5: TERMS OF REFERENCE (TOR)

1) PROJECT BACKGROUND

The name Quetta originates from the Pashto word Kwatta which means a fort. In the beginning, the town was situated within the walls of fort "A Miri" which is now used as an arsenal.

Till the middle of the eighteenth century, the history of Quetta district is identical with the history of Kandahar. In the eleventh century it was part of the Graeco-Bactrian Empire. After that it remained under the kingdom of the Amir Sabuktagain and Mahmood Ghaznavi till the thirteenth century. In 1470, the Kandahar was succeeded by Timur. Between 1530 and 1545, the province of Kandahar was in the possession of Mirza Kamran (the brother of a Mughal ruler). In 1622 the Kingdom was brought under the sway of the Safavid dynasty and remained there until 1709. Later Ghilzai came into power and ruled the area. Thereafter, Quetta was transferred to Nadir. Later on history relates that Ahmed Shah Durrani finally conferred Quetta to the Khan of Kalat as a shall (present).

The British Government occupied Quetta during the first Afghan war in 1839. Just after three years, in 1842, it came back into the hands of Khan of Kalat. Due to its strategic importance, it was preoccupied by Sir Robert Sandeman in 1876.

On 26 May, 1876, a treaty was signed by Amir Yaqoob Khan of Afghanistan with the British Government at Gandamak. Thus the conflict which emerged as a result of the first and second Afghan war came to an end.

In 1883, Quetta was formed into a separate single administrative unit (Quetta – Pishin district). Due to its geo-strategic importance, the British built Quetta as a garrison town. They extended the roads and railway network to Afghanistan and Iran. This situation remained unchanged till the partition of the Sub-continent in 1947.

Under the one-unit system from 1955 to 1970, Quetta and Kalat were the administrative units in West Pakistan. After abolishing the unitary system, Quetta was declared as Capital of Balochistan. Till 1975, Quetta and Pishin were a single administrative unit. In that year Pishin was declared a separate district.

Very little is known about the human settlement in the district. However, it is certain that the Afghans and Brahuīs are recent immigrants. The Pushtoons appear to have entered the district from the north east, emigrating from their home round the Takht-i-Sulaman. Kasis (A branch of Afghan) are said to have migrated from their home around the Takht-e-Sulaman about eight centuries ago. They made their first settlement at Samil, a village near Quetta city. The Brahuīs are an offshoot from the Kalat territory and their presence in the district dates back to the eighteenth century.

With the passage of time, Quetta began to expand and soon it turned into a beautiful small town. The British paid special attention to its cleanliness. However, 31 May, 1935 was a black day in the history of Quetta. An earthquake destroyed Quetta city completely. The cantonment area survived to a great extent.

The reconstruction started soon after. Till 1947 Quetta was a small town. People used to call it small London. But rapid population growth in terms of rural- urban migration, and influx of Indian refugees increased the population at Quetta. Influx of Afghan refugees during the 1980s helped the slums to grow. New settlement in the form of housing schemes emerged at Satellite Town, Jinnah Town, Samungli Town, Model Town and Shahbaz Town. In Kachi Abadies, slums also begun to develop. The process of settlement continues. Now Quetta has turned into an over-populated city.

There are some mounds and karezes of ancient time in the district. The most important archaeological site is a Quetta Miri (a mass of indurated clay). The base of Miri is 183 meter long by 122 meter wide and rises 24.4 meter above the plain. The Miri is now used as an Arsenal. Among other noticeable mounds are one between Panjpai and Muhammad Khel. Beside, some karezes of archaeological interest are found at Kirani, Sariab and Kachi Baig.

Topography

Quetta district lies between 30° – 03 and 30° – 27' N and 66° – 44 and 67° – 18' E. the total geographical area of Quetta district is 2653 Km².

The general character if the district is mountainous. The hill ranges are fairly uniform in character consisting of long central ridges form which frequent spurs descend. These spurs are intersected by innumerable gorges and torrent beds. They vary in elevation from about

1,254 to 3,500 meters. The Mashlakh, the Chiltan, the Murdar and Zarghaoon are the important mountain ranges in the district. Quetta lies in the active seismic region; therefore earthquakes occur from time to time. The worst earthquake occurred in May 1935, when a large part of Quetta was destroyed and 60,000 people died, as recent as February 1997 seven earthquakes (7.1 on rector scale hit Baluchistan).

There is no perennial river in the district. The Quetta Lora comes out near Sariab and traverses the western side of the Quetta valley. This Lora carries rain and waste water near Baleli and continues northward through the Kuchlak valley. Water of Quetta Lora is used for irrigation in villages like Khazi Samungli and Nohsar.

Hanna stream is the important source of drinking and irrigation water in the district. It rises in the western slopes of the Zarghoon range near Urak, about 21 Km north east of Quetta. It enters the Quetta valley near the Staff College and drains its northern parts. The Hanna stream is joined by the Sora Khula and Ghundak Rud Nalla above Sheikmanda village.

Climate

The climate of the district is generally dry. Fairly arid climate prevails in the Quetta valley. The district is situated at an altitude of 1,700 meter. Therefore, the weather is extremely dry. The winter is very cold and the minimum temperature ranges “between” -15 to -7 degree Celsius.

Summer is relatively mild and the maximum temperature ranges “between” 32 to 35 degree Celsius; July is generally the hottest month.

The district lies outside the range of the monsoon currents and the rain fall is scanty and irregular. The average annual rainfall for Quetta city is 226 mm, whereas in the Hanna area, the average is about 312mm. in the spring and summer seasons there is very little rainfall. The heaviest rainfall and snowfall occurs in January and February.

The mean maximum and minimum temperature and the precipitation during various months of the years, recorded at Samungli Quetta.

Annual Mean Rainfall

According to the information supplied by the Meteorological Department, the total annual mean rainfall during 1983-95 has been 308.2 mm, ranging from 143.2 mm, in the month of June to 68.5 mm in the month of March.

Annual Mean Temperature

The average maximum annual temperature during 1983-95 has been 24.5 °C, ranging from 11.36 to 35.9 °C. The average minimum annual temperature has been 8.5 °C during the above mentioned period ranging from -0.7 to 20.5 °C.

Soils

The soils of Quetta district may be described by four main units' i.e. (1) piedmont plains (very deep and well-drained soil) (2) piedmont basins (3) Salinity and alkalinity (4) Gravelly piedmont fans and aprons bordering the mountains and loess plains. Each physiographic unit is different in parent material.

The central part of the Quetta valley is covered by a soil that ranges from sandy loam to silt loam. This type of soil is good for crop production. At the margin of the valley near foothills, the soil consists of sandy loam, mixed with pebbles and rock fragments and is suitable for vegetation.

In the Hanna valley, the greater part of the valley floor is covered by barren rock outcrops of low relief and dry mala bed, the soil is restricted to the narrow banks and low terraces along the main stream. This type of soil is highly suitable for orchards. The soil of Panjpai plain is alluvial and the skirts of the hills are stony which are suitable for crops but due to scarcity of water, the area potential of agricultural production is not fully exploited.

However, the nature of soil in Baleli is silty clay which is not suitable for cultivation. Similarly the Chiltan Surface has soils that are predominantly gravelly loams. The vegetation on these soils is mainly Haloxylon which provide poor grazing for livestock. In the Sra Khulla and Ghundak Rud valleys, there is hardly any soil cover; therefore it bears a very thin and scattered growth of wild bushes and shrubs.

As for soil erosion, both stream erosion of soil and wind erosion are occurring in the district. The stream erosion takes place in the piedmont plain along the banks and beds of streams.

Such streams are Sariab Lora. Hanna River and Habib Nalla near Hudda. The wind erosion occurs in the valley

In order to coordinate all the future activities, a comprehensive Integrated Master Plan of Quetta City is required to ensure that there are no future conflicts in land use and avoids wastage of scarce sources. The proposed Master Plan will provide guideline in the short term (2025), medium term (2035) and long term (2050) scenarios for:

- i) Land use
- ii) Land allocations
- iii) Infrastructure development
- iv) Transport & communications
- v) Economic development
- vi) Community services
- vii) Tourism
- viii) Environmental context and
- ix) Institutional and administrative setup
- x) Housing
- xi) The Disaster Risk Management
- xii) Conservation protection and promotion of Cultural and Heritage sites.
- xiii) Promotion of Sports and Recreation Sector

2) BRIEF SCOPE OF WORK

Quetta Development Authority (QDA) intends to procure the consultancy services as a step forward towards the efficient Master Plan of Quetta City.

PART I: DEFINING AND REVIEWING THE EXISTING QUETTA CITY

- Review of Existing Plans and Documents
- Preparation of Digitized Base Map of Quetta with protocol for its updating.

- Review of existing policies, procedures, plans, studies conducted by donor agencies and any other relevant data
- Review current and future population trends
- Review of all proposed land uses considering growth potential
- Urban design and urban form review
- Infrastructure plan review
- Review of industry, trade and tourism related components proposed in the existing Master Plan
- Review of demographic, socio-economic and environmental considerations
- Review of existing development patterns in relation to climate change including disaster risk reduction and urban resilience
- Review of the existing plans in light of the China Pakistan Economic Corridor project and its key objectives (including trade facilitation, economic regeneration, tourism etc) Identification of gaps/ issues/ constraints and challenges that can prevent the growth of Quetta city
- The assessment of current conditions must be mutually exclusive and collectively exhaustive, and must also include the following,
 - Spatial growth, population, land use
 - Social
 - Economy
 - Transportation, mass transit and city traffic Management and monitoring system.
 - Housing, commercial and industrial land use; evaluation of the Existing condition of the buildings.
 - Housing Scheme regulation, Building regulation and its bylaws.
 - Water Supply System and water recourse budgeting for sustainable use of surface and ground water/ Sewerage and Waste Water Disposal and treatment system/Solid Waste Management/Storm Water Drainage (Municipal Services)
 - Electricity
 - Education and Health
 - Sports and Recreation

- Environment
- Heritage Sites and Local Culture
- Capacity assessment and capacity development plan of all the authorities and Government Departments.
- Safe city system.

PART II: FORECASTING, DEMAND ESTIMATION AND ALTERNATIVE PLANNING

- Based on a review of past and present data, the consultant will forecast/project realistic future scenarios, sectoral trends and accordingly estimate the demand for services on a short-term, medium-term and long-term basis.
- Development of alternative plans including a treatment of revenue generation over the medium and long term to support the growth of the City
- Analysis of alternative plans
- Preliminary designing and cost estimation
- Economic and financial analysis
- Selection of optimal alternative plan (if any)
- Exploring different modes of financing (e.g Public Private Partnership PPP)
- Identification of short-term, medium-term and long-term industries/sectors to support, including justification
- Identification of optimal areas for public investment in order to maximize economic returns on investment

PART-III: INTEGRATED QUETTA CITY MASTER PLAN

- City planning and urban design
- Sustainable land use planning
- Residential land use
- Commercial land use/ Proposal for at least four (4 Nos) CBDs in various areas of Quetta city away from main arterial Roads.
- Industrial, trade and tourism related land use
- Government and public building related land use

- Green land use; open spaces, parks, sports, recreational spots (various areas of Quetta city) and horticulture
- Demographic and socio-economic planning
- Development of MIS data base integrated with GIS on 2.5 m resolution stereo satellite image for the Municipal services, communication networks, Land use plans and all other sectors.
- Rural to urban migration
- Formulation of basic planning parameters at urban design level
- Regulatory frameworks to discourage speculation in land within the planning Area, rent seeking behavior etc
- Feasibility Studies, detail designs and cost estimates of all important projects needing immediate attention i.e. for short term phase/framework of master plan.
- Feasibility Studies for all important projects related to Mid term phase/framework of master plan
- Detailed proposals for short term, medium term and long term phases/frameworks for each and every sector and subsector of master plan.

Trunk infrastructure planning and Design

- Trunk infrastructure master planning
- Storm water drainage study
- Water supply system, water source identification, water resource budgeting for sustainable use of surface and ground water, water treatment system studies.
- Sewerage system, treatment and reuse for irrigation
- Rain water harvesting
- Solid waste Management study
- Safe City and security management plan with digital control, operational and monitoring mechanism

City transportation planning and design

- Transportation studies and surveys, with a special emphasis on synergies with the China Pakistan Economic Corridor Project

- Transportation Master Plan
- Connectivity and road infrastructure capacity and LOS study.
- Mass Transit Plans (Bus/Rail)
- City Traffic management plan with digital control, operational and real time monitoring mechanism
- Freight transport planning and management
- City Pedestrian management plan
- City Bicycle management plan
- City Parking management plan
- Regional transportation linkages and trade corridors
- Air communication
- Railway transit

Energy

- Translation of national and provincial energy policies into local/ sectoral plans (including treatment of transmission and distribution infrastructure)
- Energy production plans
- Sustainable/renewable energy options/ innovative solutions for energy crises
Regulations and manual for energy efficient building design and standards

City Economic Planning

- Economic master planning and studies
- Industrial planning guidelines including economies and employment policies (in order to attract capital investment)
- Business case development and analysis, including the expected contribution to national exports, revenue growth, economic benefits, road map for industrialization etc. Detailed treatment of incentives for developers and investors
- Key industries/sectors to focus on at the outset (including synergies with the China Pakistan Economic Corridor and other potential regional synergies)
- Recommendations on public-private partnerships (PPP), especially as they relate to land acquisition from the local population

- Devising the concept with complete framework for e-commerce and smart city

Regulatory Interventions

- This analysis must be holistic, measurable and inclusive and must draw upon current global trends and best practices
- The analysis must also be developed while maintaining the local/national context
- Specific regulations for each sector of urban planning. Formulation of complimentary documents with the master plan like urban design manual, rules and regulations etc.
- Proposal for relevant departments, government lined departments, agencies in the city to improve overall working for the city (including a review of the current bodies and agencies)
- Efficiency, Capacity, Quality and Documentation of services delivery system including but not limited to Health, Education, Municipal services, Revenue, Administration etc.
- Housing Scheme regulation/ by laws and monitoring mechanism
- Building regulation/ by laws and monitoring mechanism for smooth implementation of proposed master plan.

Environment

- Studies and surveys
- Preservation of culture, History, Environment and agriculture of the city
- Environmental management and planning
- Proposal for environmental impact assessment for every new development
Climatic change scenarios/ecosystem
- Complete framework for the organization and clear identification of roles and responsibilities
- Preparation of environmental regulations
- List of Future projects
- Short term, medium term and long term plans
- Review and proposals for wildlife protections.

Community Participation and Empowerment

- Socio-economic impact
- Community participation and communication strategy Stakeholder identification and consultation
- Focused group discussions, community outreach planning and programming
- Policy formulation to empower residents and ensure the uplift of the local population Positioning Quetta as an attractive destination for human capital and as a lifestyle destination

Disaster Risk Management

- Disaster Risk Assessment by multi hazard Vulnerability assessment
- Main streaming DRR aspects into existing development and proposed planning
- Multi hazard vulnerability and risk assessment based on regional and localized hazard, such as seismicity, tsunami, flood, erosion, liquefaction, land slide etc.
- Hazard based categorization for construction suitability and land use planning Disaster management plans
- Disaster Risk Management (DRM) framework and contingency planning plus regulations and guidelines for earthquake resistant buildings
- Security systems development for vulnerable areas
- Land Acquisition and Land Leasing Bye-laws/multiple ownership regulations for high rise (condominium ownership laws and their framework)

Institutional Framework

- Institutional strengthening framework
- Institutional restructuring and reforming
- Capacity building framework
- Development and building control mechanisms

Identification of Roles of Governing Bodies

- Identification of physical boundaries (to avoid overlapping functions and responsibilities)

- Functions of governing bodies
- Identification of duplication of roles
- Recommendations
- Framework for Urban Finance Management
- Integrated Business Development Plan for City (phase-wise development)
- Suggestions for future developments in the non-Concession Areas

3) DELIVERABLES

The consultant shall submit the output reports as per above scope of work.

Sr. No.	Deliverables	Duration (Months)
1	Inception Report	1
2	Stakeholder Consultation on Vision Development Report	1
3	Digitized Base Mapping Report with Satellite imagery	3
4	Land Use Survey Report	2
5	Existing Situational Analysis Report based on Master Planning Surveys	3
6	Draft Master Plan including all sector plans (such as Land Use, Housing, Transportation, Infrastructure, Education, Health, Tourism, Commerce, and Industry, Environment, Disaster Risk Management etc.) with proposals/recommendations for Short, Medium & Long Term Phases/Frameworks	4
7	Regulatory Framework for Implementation of Master Plan along with detailed SOPs, Laws, Byelaws, Guide lines related to every sector of Master Plan	3
8	Feasibility Studies for all important Medium Term Phases/Frameworks and detailed ready to tender documents complete in all respects for all important Short Term Phases/Frameworks of Master Plan related to every sector.	3
9	Final Draft Master Plan (along with all complementary documents as per scope of services)	2
10	Final Master Plan (along with all complementary documents as per scope of services complete in all respects)	2
	Total	24

4) STAFFING SCHEDULE

Sr. No.	Description of Staff	Total Man-months
1.	Team Leader (Urban Development Expert)	24
2.	Project Coordinator	24
3.	Urban / Town Planner	24
4.	Architect and Landscape Expert	12
5.	Environment Specialist	12
6.	Traffic Planner	24
7.	Water resource management Specialist	06
8.	Infrastructure Expert	24
9.	Solid Waste / Sanitary Management Specialist	12
10.	Electrical and Mechanical Expert	12
11.	Alternative / Renewable Energy Specialist	06
12.	Disaster Risk Management Specialist	06
13.	GIS Specialist	24
14.	Legal Expert	24
15.	Financial E-Commerce Expert	06
16.	Expert on PPP and other Contracts	06
17.	Social, Gender and Public Participation Specialist	06
18.	Institutional Strengthening and Capacity Building Specialist	06
	TOTAL	258

Note: The above man-months are for key staff is just an estimate. The consultants are required to provide the detail of supporting staff man-months.

SECTION-6: CONTRACT

Part-I: General Conditions

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CONTRACT FOR CONSULTANCY SERVICES

between

**QUETTA DEVELOPMENT AUTHORITY
(NAME OF THE CLIENT)**

and

(NAME OF THE CONSULTANTS)

for

QUETTA MASTER PLAN

OCTOBER, 2019

FORM OF CONTRACT

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

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

Appendix A : Description of the Services
Appendix B : Reporting Requirements
Appendix C : Key Personnel and Sub consultants
Appendix D : N/A

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 and of Balochistan, 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);
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;

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

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Taxes and Duties

Unless specified in the SC, the Consultants, Sub consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. Further, the same will also be valid/Applicable for joint venture arrangements.

1.8 Leader of Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

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

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

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

2.7 Force Majeure

2.7.1 Definition

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

- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

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

- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

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

2.9.5 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

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

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

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

3.5 Other Insurance to be Taken out by the Consultants

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

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

3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with international public sector accounting standards (IPSAS) cash bases 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 three 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 or DAGP.

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds 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, Sub consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Sub consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

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

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

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

5.4 Services and Facilities

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

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

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

6.2 Contract Price

- (a) Foreign currency payment will be made if the consultant is a Foreigner or we may include/substitute the following with local currency i-e Pakistani Rupees.
- (b) The SC shall specify the breakup of remuneration to be paid, respectively, in local currencies PK RS.

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

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

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4

6.6 Additional Services

Additional Services means:

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

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

6.7 Consultants' Entitlement to Suspend Services

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

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act Nix of 1940) and of the Rules made thereunder and any statutory modifications thereto.

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

8. INTEGRITY PACT

- 8.1** If the Consultant or any of his Sub consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:
- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub consultant, agents or servants;
 - (b) terminate the Contract; and
 - (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub consultant, agents or servants.

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

SECTION-6: CONTRACT

Part-II: Special Conditions

III. SPECIAL CONDITIONS OF CONTRACT

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

1.1 Definitions

(p) "Project" means

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Telephone : _____
Facsimile : _____
Email : _____

For the Consultants:

_____ (Name of Project Manager)
_____ (Project)
_____ (Address)

Telephone : _____
Facsimile : _____
Email : _____

1.7 Taxes and Duties

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

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

1.8 Leader of the Joint Venture

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

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

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties 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 days, or such other period as the Parties may agree in writing.

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

2.3 Commencement of Services

The Consultants shall commence the Services within twenty-one (21) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be ----- days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before 20...

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

3.5 Insurance to be Taken out by the Consultants

The risks and the coverage shall be as follows:

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

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

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

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

5.1.1 Assistance

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

This list if warranted shall be supplemented subsequently.

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

5.1.2 Coordination

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

5.1.3 Approvals

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

6.1 Lump Sum Remuneration

[Note: No expenditure other than the contract shall be borne by the client. This will be applicable if the consultant is nonresidential of Pakistan.]

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

[Note: Terms and Conditions of Payment provided below is meant for sample reference. This should be edited on case to case basis as per scope of work of the engineering consultancy services of the specific project.]

For Planning and Design

A lump sum amount in local currencies against Planning and Design referred under SC 6.2 shall be paid to the Consultants for the Services to be completed within the period specified in SC 2.4.

Payments shall be made according to the following schedule:

Sr #	Deliverables	Duration (Months)	Amount - %age of approved cost (upon approval of deliverable)
1	Inception Report	1	10%
2	Stakeholder Consultation on Vision Development Report	1	5%
3	Digitized Base Mapping Report with Satellite imagery	3	10%
4	Land Use Survey Report	2	10%
5	Existing Situational Analysis Report based on Master Planning Surveys	3	15%
6	Draft Master Plan including all sector plans (such as Land Use, Housing, Transportation, Infrastructure, Education, Health, Tourism, Commerce, and Industry, Environment, Disaster Risk Management etc.) with proposals/recommendations for Short, Medium & Long Term Phases/Frameworks	4	15%
7	Regulatory Framework for Implementation of Master Plan along with detailed SOPs, Laws, Byelaws, Guide lines related to every sector of Master Plan	3	10%
8	Feasibility Studies for all important Medium Term Phases/Frameworks and detailed ready to tender documents complete in all respects for all important Short Term Phases/Frameworks of Master Plan related to every sector.	3	10%
9	Final Draft Master Plan (along with all complementary documents as per scope of services)	2	5%
10	Final Master Plan (along with all complementary documents as per scope of services complete in all respects)	2	10%
	Total	24	100%

Note: All the payments to the consultant will be subject to approval of deliverables by the concerned evaluation forum/authority/committee as may be notified by the competent authority. However, the consultant would be given due time for updating

the deliverables according to the recommendations of the evaluation forum/authority/committee.

SECTION-6: CONTRACT

Part-III: Appendices

Appendix A

Description of the Services

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

Appendix B

Reporting Requirements

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

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal; etc. If no reports are to be submitted, state here "Not applicable".]

NOT APPLICABLE

Appendix C

Key Personnel and Sub consultants

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

Appendix D

Breakdown of Contract Price in Foreign Currency

N/A

Appendix E

Breakdown of Contract Price in Local Currency

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

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

Note:

1. *Each item of reimbursable direct costs expenditure shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.*
2. *This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]*

Appendix F

Services and Facilities to be Provided by the Client

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

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

(a) _____

(b) _____

(c) Rent will be charged by the Client only for the family status accommodation provided to the Personnel, in the Client's colonies, at the following rates:

<u>Type of Accommodation</u>	<u>Monthly Rent (Rs)</u>
.....
.....

(d) No rent will be charged for single status residences provided by the Client to the Personnel.

2. Lodge Accommodation

If requested by the Consultants, the Client shall provide lodge accommodation, if available, to all Personnel of the Consultants or the Sub consultants when on visit to various parts of the Project area or any other station where such facilities or the lodge accommodation of the Client exists (and provided that the Personnel of the Consultants or the Sub consultants visit that place in connection with the Project) under the same terms and conditions as the Client's staff is entitled.

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]

CONTRACT FOR CONSULTANCY SERVICES

between

QUETTA DEVELOPMENT AUTHORITY

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

QUETTA MASTER PLAN

OCTOBER, 2019

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

(Name of Individual Consultants)

(Name of Individual Consultants)

FORM OF CONTRACT

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

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

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

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

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

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

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

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

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

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

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

For and on behalf of

CLIENT'S NAME

Witness

Signature _____

Name _____

Title _____

Signature _____

Name _____

Title _____

(Seal)

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)