

REQUEST FOR PROPOSALS



Project Management for Development and Marketing Of Khairpur Special Economic Zone

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Section 1. Letter of Invitation

Khairpur District, February 1, 2010

1. District Government Khairpur with the sponsoring agency Local Government Department, Government of Sindh (GoS) invites proposals for the consulting assistance for the development of the Khairpur Special Economic Zone (KSEZ) notified on 164 acre at Therhi Town. . The KSEZ is expected to become a Hub for agro-processing and related industries. A Steering Committee has been notified to oversee the project. The Committee intends to hire the services of qualified Management Company to undertake the entire development work of KSEZ on behalf of District Government Khairpur. The scope of services are provided in the attached Terms of Reference.

2. A firm will be selected under Selection Based on Consultants Qualification and procedures described in this RFP.

3. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Information to Consultants

Section 3 - Financial Proposal - Standard Forms

Section 4 - Terms of Reference

Section 5 - Standard Forms of Contract

Yours sincerely,

DCO/Project Director
Khairpur Special Economic Zone
District Government Khairpur
DCO Office Khairpur Mir's
Sindh
Tel.0243-9280200-1
Fax.0243-9280202

Section 2. Information to Consultants

- 1. Introduction**
- 1.1 The Client named in the Data Sheet will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet and detailed in the edition of the Guidelines indicated in the Data Sheet.
 - 1.2 The consultants are invited to submit a Technical Proposal and a financial proposal separately in two envelopes, or a Technical Proposal only, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
 - 1.3 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) the Client is not bound to accept any of the proposals submitted.
 - 1.4 GoS policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
 - 1.4.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:
 - (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

- (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.4.2 Consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.5 GoS policy to require consultants (Firm) under this contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the GoS:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive the borrower of the benefits of free and open competition.
- (b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) will cancel the portion of the loan allocated to the firm’s contract if it at any time determines that corrupt or

fraudulent practices were engaged in by representatives of the borrower or of a beneficiary of the loan during the selection process or the execution of that contract, without the borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

- (d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and

1.6 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Authority in accordance with the above sub para. 1.5 (d).

1.7 Consultants shall furnish information as described in the Financial Proposal submission form (Section 4) on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal, and to execute the work if the firm is awarded the contract.

1.8 Consultants shall be aware of the provisions on fraud and corruption stated in the Standard Contract under the clauses indicated in the Data Sheet.

1.9 Consultants shall meet the minimum qualification requirements indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile, or electronic mail to the Client's address indicated in the Data Sheet. The Client will respond by cable, telex, facsimile, or electronic mail to such requests and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the RFP. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or

electronic mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

- 3. Preparation of Proposal**
- Technical Proposal**
- 3.1 Consultants are requested to submit a proposal (para. 1.2) written in the language(s) specified in the Data Sheet.
- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents constituting this RFP in detail.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a consultant (Firm) 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 consultants or entities in a joint venture or sub consultancy, as appropriate. Consultants may associate with the other consultants invited for this assignment only with approval of the Client as indicated in the Data Sheet.
 - (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.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have 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 conditions similar to those prevailing in the country of the assignment.
 - (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - (vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's national language.
- 3.4 The Technical Proposal shall provide the following

information:

- (i) A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff proposed, 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 Client.
 - (iii) A description of the methodology and work plan for performing the assignment.
 - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.
 - (v) CVs of the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments during the last ten (10) years.
 - (vi) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.
 - (vii) Any additional information requested in the Data Sheet.
- 3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

- 3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Forms (Section 3). If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures.
- 3.7 Consultants express the price of their services in National Currency i.e. Pak Rupee.
- 3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall be prepared in indelible ink. It shall contain no interlineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the persons or person who sign(s) the proposals.
- 4.2 An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
- 4.3 For each proposal, the consultants shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "**ORIGINAL**" or "**COPY**" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal," and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" and warning: "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.**"
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.
- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened immediately by the evaluation committee. The Financial Proposal shall remain sealed until all submitted proposals are opened publicly.

5. Proposal Evaluation

Evaluation of Technical Proposals

- 5.1 The evaluation committee, appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria (typically not more than three per criteria), and point system specified in the Data Sheet. Each responsive proposal will be given a technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.
- 5.2 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark.
- 5.3 In the case of the Least-Cost Selection, the Client will select the lowest proposal (“evaluated” price) among those that passed the minimum technical score. In both cases the selected firm is invited for negotiations.

6. Negotiations

- 6.1 There shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder.

7. Award of Contract

- 7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those consultants who did not pass the technical evaluation (para. 5.3).
- 7.2 The firm is expected to commence the assignment on the date and at the location specified in the Data Sheet.

8. Confidentiality

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

Information to Consultants

DATA SHEET

Clause Reference

- 1.1 The name of the Client is: District Government Khairpur
- The method of selection is: Least Cost Method as envisaged in PPRA Rules 2004
- 1.2 Technical and Financial Proposals are requested: Yes
- 1.2.1 **Name:** Project Management for Development and Marketing of Khairpur Special Economic Zone.
- 1.2.2 **Objectives:** The District Government Khairpur intends to engage a Project Management Unit to manage the development and marketing for the Khairpur Special Economic Zone.
- 1.2.3 **Description:**
- Managing the tendering, bidding, and selection process for all relevant Contractors, Consultants, and Direct Site Employees for the Project.
 - Work with the Architects to review and confirm the detailed design for the zone.
 - Provision of a “one-window” operation for all infrastructure facilities
 - Provision of basic utilities such as gas, water and electricity
 - Common facilities such as warehousing, commercial complex, cafeteria, medicare etc
 - Technical and vocational programs for promotion Agro-based industries in KSEZ.
 - Provide Support for obtaining licenses, permits, visas and registration to potential investor
 - Provide Administrative Support for the Project
 - Market the KSEZ to investors through targeted outreach campaigns.
 - Monitor project activities as per schedule and report progress to District Government
- 1.8 The clauses on fraud and corruption in the Contract are: As per PPRA Rules 2006 Sindh.
- 1.9 Firms must have managed the development and marketing of industrial estate/special economic zone projects totaling at least 500 acres within the last 3 years in order to qualify.

- 2.1 Clarifications may be requested 7 days before the submission date.
- 3.1 Proposals should be submitted in the following language(s): English
- 3.3 (i) Short listed firm/entity may associate with other short listed firm:
Not Applicable
- (ii) The estimated number of professional staff-months required for the assignment is: Not Applicable
- (iv) The minimum required experience of proposed professional staff is:

CEO – The CEO of the PMU will serve as a member of the Steering Committee.

Director Technical – The Director Technical will be the head of the PMU. He may be located remotely and visit the site to provide oversight when required. The Director Technical should be Senior Civil Engineer with Management experience of over 10 years.

GM Project (on site) – The person should have a degree in civil engineering and possess requisite experience in managing construction and development projects. The GM will perform day-to-day tasks on site and handle the main communications with the local contractors. The GM will liaise with the District Government officials and other local agencies.

Site Engineers (on site) – Specialized engineers (civil, mechanical, electrical, etc.) will be required to be located on site. The Site Engineers shall be responsible for quality control. They shall supervise and inspect the materials procurement and construction works of the Contractors to ensure that they meet the Project criteria. The person will also be responsible for ensuring that all Contractors are carrying out the appropriate safety standards.

Administration Officer (on site) – The person will handle the administrative requirements on-site, including document control, logistics coordination, and internal communications.

Project Accountant – The person will produce the calculations for the construction cost budget. They will evaluate the cost portions of Contractor tenders. They will also monitor the cost controls during the construction phase. When change orders are necessary, the person will work with the Contractor to determine the appropriate cost of such changes. At the final accounting stage of the Project, the person will work with the Contractor to review the final accounts. The person will work with their counterpart in the

District Government as appropriate on matters of payments to Contractors and costs related to the Project.

Engineers – Engineers at the head office will coordinate with the Architects to review and confirm the design and any subsequent changes.

Contracts and Procurement Manager – The Manager will be responsible for handling the tendering and bidding procedures as per the PMU’s policies. The procurement procedures must be approved by the Steering Committee. With the Director Technical, the Manager will open and evaluate bids.

Marketing Manager – Responsible for designing and implementing the marketing plan for selling the plots to investors.

- (vi) Reports that are part of the assignment must be written in the following language(s): English
- 3.4 (vii) Training is a specific component of this assignment: No
- (viii) Additional information in the Technical Proposal includes: Not Applicable
- 3.7 Consultants to state cost in the national currency: Yes
- 3.8 Proposals must remain valid 60 days after the submission date
- 4.3 Consultants must submit an original and 2 additional copies of each proposal:
- 4.4 The proposal submission address is:

DCO/Project Director
Khairpur Special Economic Zone
District Government Khairpur
DCO Office Khairpur Mir’s
Sindh
Tel.0243-9280200-1
Fax.0243-9280202

Information on the outer envelope should also include: Clearly marked words “ Financial Proposal” and “ Technical Proposal” for Project Management for Development and Marketing of Khairpur Special Economic Zone”

- .5 Proposals must be submitted no later than the following date and time:
February 15, 2010 forenoon
- 5.1 The number of points to be given under each of the evaluation criteria are:

Evaluation criteria	Score
Relevant experience in industrial estate/special economic zone project management	40
Experience with projects in Sindh	15
Number of projects completed	15
Percentage of projects completed on time	5
Quality of infrastructure in completed projects	5
Relevant experience in marketing industrial estate/special economic zone	20
Number of projects marketed	10
Success in attracting investment	10
Quality of work plan	20
Qualifications of key team members	20
Total	100

7.2

The assignment is expected to commence in March 2010 in Khairpur.

Section 4. BREAKDOWN OF PRICE PER ACTIVITY

Activity No.: _____	Activity No.: _____	Description: _____
Price Component	Currency(ies)	Amount(s)
Remuneration		
Reimbursables		
Miscellaneous Expenses		
Subtotal		_____

Section 5. Terms of Reference

Project Management for Development and Marketing Of Khairpur Special Economic Zone

The KSEZ is being developed in Khairpur District as a future hub for agro-processing and other related industries. KSEZ will be constructed on a location strategically positioned for proximity to date growing areas, transportation links, and access to labor. The KSEZ will become a regional cluster for manufacturing enterprises, specifically those related to agro-processing and equipment. The KSEZ will be an ideal location for such enterprises because it will include best in class infrastructure, efficient design, access to labor and training facilities, the ability to be close to key suppliers, and quality logistics services.

The KSEZ will include the following features:

Land area:	164 acres
Plot sizes:	Standard plot sizes of 2, 1, 4, and 8 kanals
Electricity:	An on-site, captive 10MW power house
Wastewater:	A combined effluent treatment plant will convert wastewater to agricultural quality
Logistics:	A truck terminal for 100 trucks will be on-site. A dry port will be located nearby at Begmanjee Railway Station
Human Resources:	A technical training center will be built on-site
Shared Facilities:	A common curing facility for dates will be built
Commercial Areas:	A small allocation of land will be made for commercial services such as retail, banks, and accommodations

The 164 acres of land is comprised of a mix of 87 acres of government owned land and 77 acres of privately owned plots. The District Government of Khairpur is currently in the process of acquiring the land.

For the industrial mix of the KSEZ, the current plan is for 75 % of the area be earmarked to agro-processing industry. Out of this amount, 75% should be dedicated to dates processing industry. This would mean about 56 % of KSEZ would be dedicated to dates processing. Out of the remaining 25%, 20% should be earmarked for agro engineering industries such as dehydrators, farm implements and packaging material. The remaining 5% would be earmarked for new industries that are well established in some other parts of the country – examples of such industries are fan industry, water pump, washing machines, etc. The rationale behind this is that all of these products are in high demand in Khairpur and its surrounding districts but are currently being imported from outside.

Scope of Project Management

The project requires a Project Management Unit (PMU) to manage different stages of the development process. The PMU would be responsible for:

Design and Tendering Stage:

- Managing the tendering, bidding, and selection process for all relevant Contractors, Consultants, and Direct Site Employees for the Project and make evaluations and recommendations for approval of the Steering Committee.
- Working with the Architects to review and confirm the detailed design for the zone.
- Assisting the Steering Committee in determining the requirements in terms of time, cost, quality, and post-completion for asset management of the Project.
- Arranging and monitor the preparation of the construction cost budget and provide recommendation to the Steering Committee for any review and necessary revision.
- Implementing all necessary cost control measures after the approval of the construction cost budget by the Steering Committee.
- Arranging with the Architect, Consultants, and Contractors to ensure that all the necessary documentation, insurance, permitting, and other compliance issues are properly obtained.
- Proposing and carry out effective management procedures for the administration of the Project.
- Evaluating and analyze the tender submissions and recommend to the Steering Committee on the appointment of suitable contractors.

Construction Phase:

- Employing Site Staff and administrative support to carry out the day-to-day supervision of the works.
- Arranging to set up the project office and recruit Site Staff to be employed by the for the supervision of the construction works and day-to-day operation of the project office.
- Overseeing the various services to be provided by the Architect, Consultants, and Contractors to ensure that they are performing in accordance with their respective agreements.
- Overseeing the Contractors to make sure that they are in compliance with the statutory requirements.
- Monitoring and reporting on the development progress and scheduled completion dates and liaising with the Architect, Consultants, and Contractors for the construction works to be carried out in accordance with the specifications, performance criteria, cost budget, and quality control procedures.
- Providing weekly and monthly reports to the Steering Committee as well as specific reports on issues that the Steering Committee must be aware of.
- Monitoring and reporting the effect of all actual and/or potential variations and delays on the overall master program and construction cost budget and to obtain the approval of the Steering Committee where required.

- Receiving and reviewing the Contractors' certifications for payment and professional fee claims and make recommendations to the Steering Committee for payment processing.
- Coordinating with external utility providers to ensure that the proper connections are made to the property line.
- Coordinating and supervising the power generator provider on the design and construction of the power plant on behalf of the Steering Committee.
- Liaising with the Architect, Consultants, and Contractors on commissioning and testing programs and arranging the handover to the Steering Committee after operational tests and full commissioning services have been satisfactorily completed.
- Monitoring and assisting in the defect rectification process.
- Monitoring the progress in the preparation of the Final Accounts with the Quantity Surveyor and in consultation with the Architect, Consultants, and Contractors.
- Negotiating with the Contractors on the final contract value for the Steering Committee approval.

Marketing

The PMU will also have a marketing team with responsibilities to include:

- Developing a marketing and business plan
- Creating marketing materials
- Devising media campaigns
- Identifying suitable conferences and events to attend
- Proactive identification of target investors and direct marketing to them

The marketing program will have both a local and national component. The local component would seek to attract companies that are already located in the Khairpur area and may be the responsibility of a local marketing manager hired in Khairpur. The national component may be managed in the head office. For this work, the Marketing Manager in the head office will lead a marketing team to deliver the required tasks.

Role of the Steering Committee

The Steering Committee will be an overall guiding committee with a role such as that of a Board of Directors. The Steering Committee will meet regularly to evaluate performance, discuss the development strategy, and provide guidance as desired. The Steering Committee shall approve release of funds after verification and at the request of the PM. The Steering Committee shall also finalize the results of bids and tenders on the recommendations of the PM. The Steering Committee shall also evaluate the PM's work and have the option to request remediation or removal of the PM.

Section 6. Standard Forms of Contract

**Contract for Consulting Services Medium Term Budgetary Framework in Sindh
Small Assignments
Lump-sum Payments**

CONTRACT

THIS CONTRACT (“Project Management for Development and Marketing of Khairpur Special Economic Zone”) is entered into this [insert date], by and between District Government Khaipur (“the Client”) having its principal place of business at _____, and M/s _____ (“the Consultant”) having its principal office located at _____ Pakistan.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

- 2. Term**
- The Consultant shall perform the Services during the period of _____ months commencing [insert date] and continuing through [insert date], or any other period as may be subsequently agreed by the parties in writing

- 3. Payment**
- A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

- B. Schedule of Payments

The schedule of payments is specified below:

C. Payment Conditions

Payment shall be made in Pak Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator.

The Client designates as Client's Coordinator, Project Director; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

7. Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.²

8. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 11. Law**
Governing The Contract shall be governed by the laws of Pakistan, and the
Contract and language of the Contract shall be English
Language
- 12. Dispute**
Resolution Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the PPRA Rules 2004..

FOR THE CLIENT

Signed by _____

Title: _____

FOR THE CONSULTANT

Signed by _____

Title: _____

IV. Appendices

APPENDIX A—DESCRIPTION OF THE SERVICES

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

APPENDIX B—REPORTING REQUIREMENTS

List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here “Not applicable.”

APPENDIX C—KEY PERSONNEL AND SUBCONSULTANTS

- List under:*
- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*
 - C-2 Same information as C-1 for Key local Personnel.*
 - C-4 Same as C-1 for Key Personnel to be assigned to work outside the Government’s country.*
 - C-4 List of approved Sub-consultants (if already available); same information with respect to their Personnel as in C-1 through C-4.*

APPENDIX D—MEDICAL CERTIFICATE

Show here an acceptable form of medical certificate for foreign Personnel to be stationed in the Government's country. If there is no need for a medical certificate, state here "Not applicable."

APPENDIX E—HOURS OF WORK FOR KEY PERSONNEL

List here the hours of work for Key Personnel; travel time to and from the country of the Government for foreign Personnel (Clause GC 4.4(a)); entitlement, if any, to overtime pay, sick leave pay, vacation leave pay, etc.

APPENDIX F—DUTIES OF THE CLIENT

- List under:*
- F-1 Services, facilities and property to be made available to the Consultants by the Client.*
 - F-2 Counterpart personnel to be made available to the Consultants by the Client.*

APPENDIX COST ESTIMATES IN LOCAL CURRENCY

List hereunder cost estimates in local currency:

- 1. Monthly rates for local Personnel (Key Personnel and other Personnel)*
- 2. Reimbursable expenditures as follows:*
 - (a) Per diem rates for subsistence allowance for foreign short-term Personnel, plus estimated totals.*
 - (b) Living allowances for long-term foreign Personnel, plus estimated totals.*
 - (c) Cost of local transportation.*
 - (d) Cost of other local services, rentals, utilities, etc.*

APPENDIX I—FORM OF BANK GUARANTEE FOR ADVANCE PAYMENTS

TO: *[Name and Address of Client]*
[Name of Contract for Consultants' Services]

Gentlemen:

In accordance with the provisions of Clauses GC 6.4(a) and SC 6.4(a) of the above-mentioned Contract (hereinafter called "the Contract"), *[name and address of Consultants]* (hereinafter called "the Consultants") shall deposit with *[name of Client]* a bank guarantee to guarantee their proper and faithful performance under the said provisions of the Contract in an amount of *[amount of Guarantee]*, *[amount of Guarantee in words]*.³

We, the *[bank or financial institution]*, as instructed by the Consultants, agree unconditionally and irrevocably to guarantee as primary obligor and not as Surety merely, the payment to *[name of Client]* on his first demand without whatsoever right of objection on our part and without his first claim to the Consultants, in the amount not exceeding *[amount of Guarantee]*, *[amount of Guarantee in words]*.

We further agree that no change or addition to or other modification of the terms of the Contract which may be made between *[name of Client]* and the Consultants, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until *[name of Client]* receives full repayment of the same amount from the Consultants.

Yours truly,

Signature and Seal

Name of Bank/Financial Institution

Address

Date

³ An amount is to be inserted by the bank or financial institution as specified in Clause SC 6.4(a).