



Punjab Industrial Estates Development and Management Company

**HIRING OF CONSULTANTS FOR
ENVIRONMENTAL IMPACT ASSESSMENT
(EIA) STUDY FOR CHUNIAN AQUA
BUSINESS PARK CHUNIAN**

REQUEST FOR PROPOSAL (RFP)

Contract # PIE/P&C/EIA-CABP/22/26

Head Office:

Commercial Area (North), Sundar Industrial Estate,
Sundar-Raiwind Road, Lahore.

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INTRODUCTION

The Client “Punjab Industrial Estates Development & Management Company” (PIEDMC) has been established by Government of Punjab, with the main objective to develop a chain of new industrial estates along with upgrading the existing ones in a dynamic and innovative manner, making ancillary arrangements related to the development of infrastructure, providing solutions to the problems of prospective entrepreneurs.

Purpose of the Document

According to Punjab Environmental Protection Act (PEPA) 2012 clause 12, each new development project has to undertake initial Environmental Examination (IEE) or Environmental Impact Assessment (EIA) study depending on the magnitude and severity of impact anticipated at the time of construction and operation of the project.

Purpose of this document is to hire services of Consultants, having experience of similar assignments, to carryout EIA as per Scope of Services and TORs given in this document.

Request For Proposal (RFP)

1. This Request for Proposals (RFP) consists of the following Parts:

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| 1.1. Section-1 | Letter of Invitation |
| 1.2. Section-2 | Terms and Conditions |
| 1.3. Section-3 | Scope of Work and Terms of Reference (TOR) |
| 1.4. Section-4 | Selection Criteria |
| 1.5. Section-5 | Technical Forms |
| 1.6. Section-6 | Financial Forms |

SECTION-1: LETTER OF INVITATION

SUBJECT: REQUEST FOR PROPOSAL – CARRY OUT ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY AND PREPARATION OF REPORT FOR CHUNIAN AQUA BUSINESS PARK CHUNIAN

Dear Sir,

1. The Punjab Industrial Estates Development and Management Company (PIEDMC) intends to hire the services of Environmental Consultants for subject assignment. We hereby invite proposals to provide the consultancy for this subject assignment, the details of which are provided in the attached terms of reference (TOR) on Single Stage Two Envelop Procedure basis as per PPRA Punjab Rules 2014 amended upto date.
2. The proposals should be addressed to:

Chief Engineer (Contracts)

Punjab Industrial Estates Development and Management Company
Commercial Area North, Sundar Industrial Estate
Raiwind Road, Lahore.

3. The Consultant will be selected under “**Least Cost Selection**” method and procedures described in this RFP, in accordance with the guide lines issued by the Pakistan Engineering Council (PEC).
4. The RFP includes the following additional documents:
 - Section 2 – Terms and Conditions (including Data Sheet)
 - Section 3 – Scope of Work and Terms of Reference (TOR)
 - Section 4 – Selection Criteria
 - Section 5 - Technical Proposal - Standard Forms
 - Section 6 - Financial Proposal - Standard Forms
 - Section 7- Draft Agreement
5. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.

6. Firms should submit details of most relevant assignments for technical evaluation using the prescribed format. Assignments submitted beyond the given number will not be considered.
7. CVs of key personnel corresponding should provide details of projects done by the individual in the past 10 years.
8. PIEDMC reserves the right to reject the proposals as per Rule 35 of PPRA Punjab.
9. The assignment is expected to commence in July 2022.
10. The proposals must reach the office on or before date and time given in the advertisement.

Yours faithfully,

(Ahmad Ali)

Chief Engineer (Contracts)

SECTION 2: TERMS AND CONDITIONS

Definitions

- (a) "Agreement" means the Agreement signed by the Parties and all the attached documents.
- (b) "Client" means the organization with which the selected Consultant signs the Agreement for the Services.
- (c) "Consultant" means any entity or person that may provide or provides the Services to the Client under the Agreement.
- (d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific conditions.
- (e) "Day" means calendar day.
- (f) "Engineer" means Chief Engineer Civil, PIEDMC
- (g) "Government" means the Government of the Punjab and all its associated departments, agencies, autonomous/semi-autonomous bodies, local governments, boards, universities and similar other organizations.
- (h) "Instructions to Consultants" means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (i) "LOI" means the Letter of Invitation included in the RFP as Section 1 being sent by the Client to the shortlisted Consultants.
- (j) "Personnel" means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan.
- (k) "Proposals" means the Technical Proposal and the Financial Proposal.
- (l) "RFP" means the Request for Proposal to be prepared by the Client for the selection of Consultants, based on the Standard RFP.
- (m) "Services" means the work to be performed by the Consultant pursuant to the Agreement.
- (n) "Sub-Consultant" means any person or entity who is engaged by the Consultant with permission of the Client for any part of work / assignment.
- (o) "Terms of Reference" (TOR) means the document included in the RFP as Section 3 which explains the objectives, scope of work, activities, tasks to be performed, respective

responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

1. Introduction

- 1.1 The Client 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.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment named in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant.
- 1.3 Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client's representative named in the Data Sheet to obtain additional information about the pre-proposal conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the Client.
- 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultants.

Conflict of Interest

- 1.6 Government of Punjab policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.

1.6.1 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:

Conflicting activities

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

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, and 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. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.

Conflicting assignments

- (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 Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.

Conflicting relationships

- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client'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 Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government of Punjab throughout the selection process and the execution of the Agreement.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.

1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries,

departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal.

**Unfair
Advantage**

- 1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.

**Fraud and
Corruption**

- 1.7 The Government of Punjab requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the Government of Punjab:

- (b) defines, for the purpose of this paragraph, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in agreement execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a agreement;
 - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a agreement.
- (c) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent,

collusive or coercive practices in competing for the agreement in question;

- (d) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government of Punjab agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government of Punjab agreement; and
- (e) will have the right to require that a provision be included requiring Consultants to permit the Government of Punjab to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government of Punjab.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Punjab in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Agreement.

1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Agreement, as requested in the Financial Proposal submission form (Section 6).

**Only one
Proposal
Validity**

1.10 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

1.11 The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client 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 could submit new staff in replacement, who would be considered in the final evaluation for agreement award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

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| Eligibility of Sub-Consultants | 1.12 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines. |
| 2. Clarification and Amendment of RFP Documents | <p>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, or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.</p> <p>2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. 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 Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.</p> |
| 3. Preparation of Proposals | <p>3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet.</p> <p>3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal.</p> <p>3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:</p> <p style="margin-left: 20px;">(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with any other shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. Any associations must be clearly indicated in the technical proposal. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.</p> |

- (b) For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

**Technical
Proposal
Format and
Content**

3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 5). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.

- (a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants (each partner in case of joint venture) on assignments of a similar nature is required in Form TECH- 2 of Section 5. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, agreement amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally engaged by the Client as a firm or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client.
- (b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 5).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 5. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 5) which will show in the form of a bar chart the timing proposed for each activity.

- (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 5).
- (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 5). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
- (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 5) along with their Computerized National Identity Card numbers (if local) or Passport numbers (if foreign).
- (g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.

Financial Proposals

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 6). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants' home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. 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.

Taxes

3.7 The Consultant may be subject to local taxes (such as: value added or sales tax or income taxes on non resident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Agreement. The Client will state in the Data Sheet if the Consultant is subject to payment of any taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at agreement negotiations, and applicable amounts will be included in the Agreement.

3.8 Consultants should express the price of their services in Pakistan Rupees. Prices in other currencies should be converted to Pakistan Rupees using the selling rates of exchange given by the State Bank of Pakistan for the date indicated in the Data Sheet.

3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 6.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 5, and FIN-1 of Section 6.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. 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.
- 4.4 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 the name of the assignment, and with a warning **"DO NOT OPEN WITH THE TECHNICAL PROPOSAL."** The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked **"DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE"**. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. 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.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

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| 5. Proposal Evaluation | <p>5.1 From the time the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Consultants' Proposal.</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> |
| Evaluation of Technical Proposals | <p>5.2 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 does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> |
| Financial Proposals for QBS | <p>5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Agreement in accordance with the instructions given under para. 6 of these Instructions.</p> |
| Public Opening and Evaluation of Financial Proposals (only for QCBS, Fixed Budget Selection, and Least-Cost Selection) | <p>5.4 After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Consultants sufficient time to make arrangements for attending the opening.</p> <p>5.5 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.</p> <p>5.6 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</p> |

addition to the above corrections, as indicated under para. 3.6, 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. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of agreement has been included in the RFP, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity and correct the total Proposal cost, (ii) if the Lump-Sum form of agreement has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.

- 5.7 In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. 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.
- 5.8 In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations.

6. Negotiations

- 6.1 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 Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude an Agreement.

Technical negotiations

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant.

Financial negotiations	6.3	Applicable as per PPRA Rules 2014.
Availability of Professional staff/experts	6.4	Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate an Agreement on the basis of the Professional staff named in the Proposal. Before agreement negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during agreement 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.
Conclusion of the negotiations	6.5	Negotiations will conclude with a review of the draft Agreement. To complete negotiations the Client and the Consultant will initial the agreed Agreement. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate an Agreement.
7. Award of Agreement	7.1	After completing negotiations the Client shall award the Agreement to the selected Consultant and promptly notify all Consultants who have submitted proposals. After Agreement signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
	7.2	The Consultant 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 publication of the award of Agreement. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Consultant Selection Guidelines relating to fraud and corruption.
9. Provisional Sums	9.1	"Provisional Sum" means a sum included in the Contract and so designated in the Bill of Quantities for the execution of any part of the Works or for the supply of goods, materials, Plant or services, or for contingencies, which sum may be used, in whole or in part, or not at all, on the instructions of the Engineer. The Consultant shall be entitled to only such amounts in respect of the work, supply or contingencies to which such Provisional Sums relate as the Project Director (PD) shall determine in accordance with this Clause. The Project Director (PD) shall notify the Contractor of any

determination made under this Sub-Clause, with a copy to the Engineer.

- 9.2 In respect of every Provisional Sum the Project Director (PD) shall have authority to issue instructions for the execution of work or for the supply of goods, material, Plant or services by the Contractor, in which case the Consultant shall be entitled to an amount equal to the value thereof as approved by the Engineer.
- 9.3 The Consultant shall produce to the PD all quotations, invoices, vouchers and accounts or receipts in connection with expenditure in respect of Provisional Sums, except where work is valued in accordance with rates or prices set out in the Financial Proposal.

DATA SHEET

Paragraph Reference	
1.1	Name of the Client: <u>Punjab Industrial Estates Development and Management Company (PIEDMC).</u> Method of selection: <u>Least Cost Selection Method</u>
1.2	Financial Proposal and Technical Proposals will be sealed in separate envelopes. Name of the assignment is: <u>CARRY OUT ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY AND PREPARATION OF REPORT FOR CHUNIAN AQUA BUSINESS PARK CHUNIAN</u>
1.3	A pre-proposal conference will be held: Nil
1.4	The Client will provide the following inputs and facilities: <u>PIEDMC will provide the details regarding the assignment available with PIEDMC</u>
1.6.1 (a)	The Client envisages the need for continuity for downstream work: NO
1.12	Proposals must remain valid for 90 days after the submission date.
2.1	Clarifications may be requested not later than 07 days before the submission date. The address for requesting clarifications is: <u>same as Para 4.5</u>
3.1	Proposals shall be submitted in English language
3.3 (a)	<u>NOT APPLICABLE</u>
3.3 (b)	The Financial Proposal shall not exceed the available budget of: <u>NOT APPLICABLE</u>
3.4 (a)	Firms should submit details of 5 assignments.
3.4 (f)	CVs should contain details on projects done by the individual in the past 10 years.
3.4 (g)	Training is a specific component of this assignment: NO
3.7	Financial Proposal to be inclusive of all Levies and Taxes by Provincial and Federal Govt

3.8	NOT APPLICABLE
4.3	Consultant must submit the original and <u>1</u> copy of the Technical Proposal, and original only of the Financial Proposal.
4.5	The Proposal submission address is: Chief Engineer (Contracts) Punjab Industrial Estates Development and Management Company Commercial Area North, Sundar Industrial Estate, Raiwind Road, Lahore. Phone (Office):- 042-35297203-6 Fax:- 042-35297207 e-mail:- ahmad.ali@pie.com.pk Proposals must be submitted not later than the date and time: <u>As per date and time given in the advertisement</u>
5.4	The Selection of Consultants will be on Least Cost Basis . The firms securing 70 or above marks in Technical evaluation will stand qualified. The Financial Proposals of Qualified firms will be opened only. Financial Proposals of the disqualified firms will be returned un-opened after completion of the award process.

SECTION-3: SCOPE OF WORK & TERMS OF REFERENCE (TOR)

FOR ENVIRONMENTAL IMPACT ASSESSMENT (EIA) STUDY OF CHUNIAN AQUA BUISNESS PARK, CHUNIAN

Nature of Services Required

Baseline Conditions: The consultant will review the available literature, visit the project area and consult all the agencies responsible in the development of project to establish the baseline conditions in terms of physical and biological environment and socio-economic conditions in the project area. The consultant will prepare maps of suitable scale to highlight the socio-environment resources of the project area. The consultant will identify impacts, both positive and negative, the project will have on the environmental and social aspects of the project area. This must be undertaken through checklists, matrices or networks.

Analysis of Alternatives: The consultant will analyze possible alternatives for the project in terms of design, site, technology, implementation, environmental and social impacts and benefits.

Public/stakeholders Consultations: The consultant will identify project stakeholders and hold consultations with them to delineate the appropriate boundaries of the environmental assessment and to screen potential adverse environmental and social issues. The consultation will also receive feedback on the expected social issues related to the project impact and suggested mitigation measures. The consultant will document the proceedings of the consultation along with the list of participants and photographs.

Identification of Environmental Impacts: The consultant will identify potential environmental issues in terms of their nature, magnitude, extent and location, and timing and duration. These impacts may relate to the project design stage, construction stage and/or the project operation and decommissioning stage.

Mitigation measures: The consultant will propose appropriate mitigation measures for the adverse environmental impacts. These measures could base on exploring the ways to achieve the project objectives by alternative ways, proposing changes in the project design through improved monitoring and management practices.

Environmental Management & Monitoring Plan (EMMP): The consultant will describe comprehensive environmental management and monitoring plan to ensure the adequacy and effectiveness of the proposed management by clearly identifying the roles and responsibilities of the contractor, supervisory consultant and the client. The consultants will also elaborate on the monitoring mechanism and the reporting frequency. The consultant will prepare the cost for the proposed EMMP for its inclusion in the project cost. The Consultant will also develop environment performance indicators to monitor, audit, evaluate and supervise negative and positive project environmental impacts.

Environment Monitoring and Meetings: The consultant will conduct environmental monitoring including ambient air, wastewater, drinking water and noise at the project site. The consultant will be responsible to conduct meetings with EPA, DO Environment and other stakeholders and will response to EPA, if any query is raised from Environment Committee of EPA till environment approval/NOC is granted. The consultant will also ensure that the EIA report reflects the compliance with the national laws & regulatory framework as well as international standards.

Required Qualification and Experience

The consultant should have Master's Degree in Environmental Engineering/Sciences and have 10 years of overall experience in environmental impact assessments studies.

Contract Price

The consultant will submit the unit rate for preparing EIA report.

Deliverables/Other Responsibilities

The consultant will submit comprehensive EIA report along with all the requirements mentioned in scope of the work. Environment monitoring reports, drawings, minutes of meetings with stakeholders, and pictographic profile of the site will be included in the report and annexed properly. The other responsibilities and requirements include but not limited to the followings:

- The Consultant will be responsible for obtaining NOC from respective EPA.
- Consultant will also be responsible for presentation in the Public Hearing to be conducted by EPA Punjab
- The deliverables will include 11 (eleven) hard copies and 02 (two) soft copies of EIA report.

Time Period

Maximum time period to prepare the EIA report is two months after the issuance of work order.

Fee Payment: Consultancy Charges shall be payable as per following schedule: -

1 st Installment (20%)	At the time of issuance of Work Order
2 nd Installment: (30%)	Upon submission of draft EIA report
3 rd Installment (20%)	Upon submission of final EIA report
4 th Installment (30%)	Upon issuance of environment approval from EPA

SECTION-4: SELECTION CRITERIA

1. Mandatory Requirements

- 1.1.** The Consultancy Firm should have EPA Certified Lab
- 1.2.** The Firm should have National Tax Number (NTN) and on the Active Tax Payer List of FBR and PRA.
- 1.3.** Firm should submit Documentary evidence of the Projects completed
- 1.4.** Provision of irrelevant / superfluous information may lead to disqualification

2. Selection Criteria

- 2.1.** To qualify, applicant must score an aggregate of 70 marks out of 100.
- 2.2.** The Selection Criteria is based on the following:

Sr. No.	Category	Weight age / Marks
1.	General Experience	40
2.	Personnel Capabilities for Designing	35
3.	Software/ Equipment Capabilities	15
4.	Approach and Methodology	10
Total:		100

2.3. General Experience

- 2.3.1.** Credit Marks for experience shall be awarded on the basis of following qualifications:

Sr. No.	Description	Maximum Points
i)	Assignments of similar projects completed over last 5 years (Minimum 5 Projects / 7 marks against each project).	35
ii)	Assignments of similar nature in hand. (5 marks against each project)	05
	Sub-Total:	40

2.4. Personnel Capabilities

2.4.1. Personnel should be registered with PEC. Credit Marks shall be awarded under this category using the following criteria:

Sr. No.	Description	Maximum Points
i.	Team Leader , should be post graduate in Environmental Engineering having minimum 10 years experience in relevant field	10
ii.	Environment Officer , (01 No.), Graduate Engineer with an experience of 07 years in relevant field	08
iii.	Lab Technicians , (2 Nos.), Having at least 07 years' experience in relevant field. (maximum 4 points against each personnel)	08
iv.	Supporting Staff , (3 Nos.), for documentation and report writing etc. having good skill of report writing and well familiar with Microsoft office software. (maximum 3 marks against each personnel)	09
Sub-Total		35

2.5. Software/ Equipment Capabilities

Sr. No.	Software	Maximum Marks
1.	Plotter, Printer, Scanner, Copier, Fax	15
Sub-Total		15

2.6. Approach and Methodology:

Sr. No.	Category	Weightage / Marks
a.	Understanding & Innovativeness:	
i.	What is the depth of the firm's understanding of the requirements and objectives of the consultancy assignment?	1
ii.	What is the quality of the improvements to the TOR suggested by the consultant to improve the outcome of the assignment? OR If an alternate proposal is presented, what is the quality of that?	1

iii.	What is the level of identification of potential risks that will affect the execution of the assignment, and what is the quality of the mitigation strategies proposed?	1
iv.	What is the usage of background studies or analysis of existing works in the proposal?	1
v.	How suitable are the assumptions regarding the consulting assignment?	1
b.	Methodology:	
i.	How in-depth is the Statement of Work: does it fully cover the scope of the assignment and is it sufficiently developed to ensure assignment completion?	1
ii.	How developed is the Work Breakdown Structure (WBS) for the assignment?	1
iii.	How clear is the mapping of the WBS to the given deliverables?	1
iv.	How suitable is the Resource Assignment Matrix (RAM) and its linkage with the WBS?	1
v.	How suitable is the Work Plan (staffing schedule): is the resource utilization sufficient and practical?	1
	Total	10

SECTION 5: TECHNICAL PROPOSAL - STANDARD FORMS

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

[Location, Date]

To: [Name and address of Client]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity (including organogram) and each associate for this assignment.]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Consultant's Experience

[Using the format below, provide information on each assignment completed and in hand for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement, without which marks will not be assigned for the said Project]

Assignment name:	Value of the Project (in PKR):
Country: Location within country:	Duration of assignment (months):
Name address & Tel No of Client:	Total No of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	Value of consultancy services provided by the firm under the agreement (in PKR):
Name of associated Consultants, if any:	No of professional staff-months provided by associated Consultants:

Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:
Description of actual services provided by your staff within the assignment:

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

**FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (Maximum 25 pages, inclusive of charts and diagrams) divided into the following three chapters:

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

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the anticipated problems to be addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, the procedure they will adopt to fulfil the responsibilities and proposed technical and support staff.]

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

<i>Professional Staff</i>					
Name of Staff	CNIC No. / Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**1. Proposed Position** *[only one candidate shall be nominated for each position]:* _____**2. Name of Firm** *[Insert name of firm proposing the staff]:* _____
_____**3. Name of Staff** *[Insert full name]:* _____**4. Date of Birth:** _____ **Nationality:** _____**5. CNIC No (if Pakistani):** _____ **or Passport No:** _____**6. Education :**

<i>Degree</i>	<i>Major/Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. Membership of Professional Associations: _____
_____**8. Other Training** *[Indicate significant training since degrees under 6 - Education were obtained]:* _____

- 9. Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____
-

- 10. Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

Employer	Position	From (MM/YYYY)	To (MM/YYYY)

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

- 1) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____

- 2) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____
Main project features: _____
Positions held: _____
Activities performed: _____

- 3) Name of assignment or project: _____
Year: _____
Location: _____
Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

[Unroll the project details group and continue numbering (4, 5, ...) as many times as is required]

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

Full time input

Part time input

Year: _____																	
No	Name of Staff	Staff input (in the form of a bar chart) ²												Total staff-month input			
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field ³	Total	
1		[Home]															
		[Field]															
2																	
n																	
										Subtotal							
										Total							

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office

FORM TECH-8 WORK SCHEDULE

Year:		Months ²											
N°	Activity ¹	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

1 I Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

SECTION 6: FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Client]

Dear Sir,

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

FORM FIN-2 SUMMARY OF COSTS

Description	Quantity	Unit	Rate	Amount
			Pak Rupees	
Lump sum Fee for Carrying out, Preparation, and submission of Environmental Impact Assessment (EIA) Study and getting NOC as stated in the SCOPE OF WORK & TERMS OF REFERENCE (TOR) attached to this RFP as Section-3 including but not limited to EIA Study Cost Boarding and Lodging Cost Miscellaneous Charges All applicable Taxes and PRA Tax	1	L.S.		
Total				

(Pak Rupees _____)

Signature of Authorized Person

Name:-

Seal

SECTION 7: FORM OF CONTRACT

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 Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Subconsultants

Appendix D: Breakdown of Contract Price in Foreign Currency

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be Provided by the Client and Counterpart Personnel to be Made Available to the Consultants 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

Signatures _____

Name _____

Title _____

(CLIENT)

Signatures _____

Name _____

Title _____

(Seal)

For and on behalf of

Witness

Signatures _____

Name _____

Title _____

(CONSULTANTS)

Signatures _____

Name _____

Title _____

(Seal)

