

# Request for Proposal

## CONSULTANCY SERVICES FOR THE CONSTRUCTION OF ATC TRAINING COMPLEX AT CATI HYDERABAD (Consultancy Services)

National

Single Stage-Two Envelope



*April 29, 2026*

*Civil Aviation Training Institute (CATI) - Pakistan Airports Authority (Pakistan Airports Authority (PAA)), Divisional  
Engineer  
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# Table of Contents

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<b>Instructions to Bidders</b> .....	3
<b>Bid Data Sheet</b> .....	13
Proposal Data Sheet (BDS) .....	14
Eligibility Criteria .....	18
Evaluation Criteria .....	18
Required Services .....	19
Related Services : .....	19
TORS (Terms of References) .....	19
Price Schedule .....	19
<b>General Conditions of Contract</b> .....	22
<b>Special Conditions of Contract</b> .....	39
<b>Bid Securing Declaration</b> .....	44
<b>Contract Form</b> .....	46
<b>Integrity Pact</b> .....	49
<b>Performance Guarantee Form</b> .....	51
<b>Annexure</b> .....	53
Bidding Document .....	54
Financial Forms .....	54
<b>Procurement Forms</b> .....	55
<b>Additional Forms and Documents</b> .....	58

## PROCUREMENT OF CONSULTANCY SERVICES

1. The **Civil Aviation Training Institute (CATI) - Pakistan Airports Authority (Pakistan Airports Authority (PAA))** has reserved Funds for the procurement planned for FY **2025-26**. The **Civil Aviation Training Institute (CATI) - Pakistan Airports Authority (Pakistan Airports Authority (PAA))** intends to apply part of the proceeds of this Fund to cover eligible payments under the contract for the consultancy services of “**CONSULTANCY SERVICES FOR THE CONSTRUCTION OF ATC TRAINING COMPLEX AT CATI HYDERABAD**”
2. The **Civil Aviation Training Institute (CATI) - Pakistan Airports Authority (Pakistan Airports Authority (PAA))** invites RFP through **EPADS v2.0** from eligible Bidders registered on **EPADS v2.0** for provision of Consultancy Services.
3. **Single Stage-Two Envelope** Procedure of Principal Method of Procurement (i.e. Open Competitive Bidding) will be used by adopting **Quality and Cost Based Selection (QCBS)** Technique for the subject procurement, in line with the Public Procurement Rules, 2004 and any Regulations, and Instructions issued by the Authority (from time to time).
4. All proposals must be accompanied by a Bid Security described in Bid Security Section in Bidding Document in the form of **Others** or Bid Securing Declaration on the prescribed format described.
5. E-Bidding documents, containing detailed terms & conditions, specifications and requirements etc. are available on **e-Pak Acquisition and Disposal System (EPADS)** at <https://vendors.epads.gov.pk/>.
6. The RFP, prepared in accordance with the instructions in the e-Bidding documents, must be submitted through **EPADS v2.0** on or before **Thursday, May 21, 2026 11:00 AM**. Proposals will be opened on the same day at **Thursday, May 21, 2026 11:30 AM**. Manual submission of RFPs shall not be entertained. Those consultants/Firm who have not yet registered on the new version of **EPADS v2.0**, may register themselves on <https://vendors.epads.gov.pk/>. A tutorial to explain the registration process is available at

<https://www.youtube.com/watch?v=MNW6T38v7tc>

In terms of Rules 48 of Public Procurement Rules, 2004 Grievance Redressal Committee (GRC) is notified for the subject procurement and notification copy is available on the procuring agency's website and also available on **EPADS v2.0** as well as Authority's website at ([www.ppra.org.pk](http://www.ppra.org.pk)).

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## Instructions to Bidders

## A. General Provisions

### 1. Introduction

1.1. The Procuring Agency named in the Data Sheet intends to select a consultant, in accordance with the method of selection specified in the Data Sheet. The eligible Consultants are invited to submit a proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet.

1.2. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

1.3. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the Data Sheet.

### 2. Corrupt and Fraudulent Practices

2.1. The procuring agencies and the consultant are required to compliance Procurement Regulatory Framework in regard to corrupt and fraudulent practices as defined under Rule 2(1)(f) of the Public Procurement Rules.

## B. Preparation of Proposals

### 1. General Considerations

1.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### 2. Language

3. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency, shall

be written in the language(s) specified in the Data Sheet.

### **Documents Comprising the Proposal**

3.1. The Proposal shall comprise the documents and forms listed in the Data Sheet.

### **4. Only One Proposal**

4.1. The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet** and subject to regulatory instructions, if any.

### **5. Proposal Validity**

5.1. Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Procuring Agency (PA). To ensure the validity of proposal, it shall contain bid security or bid Securing declaration as a complementary bid securing instrument having the validity twenty-eight days more than the bid validity period.

5.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

5.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to blacklisting and debarment in accordance with Clause 5 of this ITC.

### **5.4. Extension of Validity Period**

5.4.1. If considered necessary, an extension in the bid validity can be made in accordance with the provision of public procurement rules, 2004 or any instructions issued in this regard.

## 6. Bid security/Bid Securing Declaration

6.1. The consultant shall submit bid security in the form and amount specified by the procuring agency before the submission deadline. Provided that in case where the procuring agency does not require the bid security, the bidder shall submit bid securing declaration on the format prescribed by the Authority in Standard Procurement Documents.

6.2. Any Proposal not accompanied by a Bid Security or Bid Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

6.3. The Bid Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal indicating all the members are jointly and severally responsible.

6.4. The successful Consultant's Bid Securing Declaration will be discharged upon the signing the contract with the Successful Consultant, and furnishing the performance security

## 7. Clarification and Amendment of RFP

7.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before three days prior to the Proposals' submission deadline through **EPADS v2.0** only. The Procuring Agency will respond to the same through **EPADS v2.0**. Should the Procuring Agency deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:

7.1.1. At any time before the proposal submission deadline, the Procuring Agency may amend the RFP by issuing an amendment through **EPADS v2.0**.

7.1.2. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the Consultants reasonable time to take an amendment into account in their Proposals.

7.2. The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal based on the respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

## **8. Preparation of Proposals - Specific Considerations**

8.1. While preparing the Proposal, the Consultant must give particular attention to the following:

8.1.1. The Procuring Agency may indicate in the Data Sheet the estimated Key Experts' time input (expressed in person-month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

8.1.2. If stated in the Data Sheet, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the Data Sheet) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the Data Sheet.

8.1.3. For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

8.1.4. The proposal may be subject to price adjustment in accordance with Data sheet and formula specified.

## **9. Financial Proposal**

9.1. The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the Data Sheet.

## 10. Taxes

10.1. The proposal submitted shall be inclusive of all the taxes unless otherwise stated in the Data Sheet. The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in the Procuring Agency's country is provided in the Data Sheet.

## 11. Currency of Proposal

11.1. The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet. If indicated in the Data Sheet, the portion of the price representing local cost shall be stated in the national currency. Payment shall also be made in the currency specified in the data sheet or condition of the contract.

# C. Submission, Opening and Evaluation

## 1. Submission/withdrawal of Proposals

1.1. The Consultant shall submit proposal through **EPADS v2.0** before the submission deadline.

1.2. A Proposal submitted by a Joint Venture shall be submitted through **EPADS v2.0** from the account of Lead Member. Reference to the EPADS account of all the JV Member shall be provided along with the proposal. In case any of Member is not registered on the **EPADS v2.0**, may be registered on the **EPADS v2.0** or all his credential shall be provided along with the proposal for the evaluation of the procuring agency. JV agreement signed by all the members shall also be provided along with the proposal.

1.3. A Consultant may withdraw its Proposal after it has been submitted before the submission deadline.

## 2. Opening of Proposal

2.1. The Procuring Agency will open all Proposal through **EPADS v2.0**.

2.2. Financial Proposal, will remain unopened till the prescribed financial Proposal opening date.

## 3. Evaluation of Technical Proposals

3.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the Data Sheet.

## 4. Opening of Financial Proposals

4.1. After the technical evaluation is completed, the Procuring Agency shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores (if any). The Procuring shall notify those Consultants that have achieved the minimum overall technical score and inform them of the date and time for the opening of the Financial Proposals.

4.2. The Financial Proposals shall be opened and evaluated through **EPADS v2.0**.

## 5. Correction of Errors

5.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

5.2. The Procuring Agency's evaluation committee will

(a) correct any computational or arithmetical errors, and

(b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's 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.

## **6. Conversion to Single Currency**

6.1. For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.

## **7. Selection Technique**

### **7.1. Quality and Cost Based Selection**

In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the Data Sheet. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

### **7.2. Fixed-Budget Selection (FBS)**

7.2.1. In the case of FBS, those Proposals that exceed the budget indicated in the Data Sheet shall be rejected.

7.2.2. The Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

### **7.3. Least-Cost Selection.**

In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

## **D. Negotiations and Award**

### **1. Negotiations**

1.1. The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

1.2. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not alter the original scope of services under the TORs or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

### **2. Availability of Key Experts**

2.1. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clauses of ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next-ranked Consultant.

2.2. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better

qualifications and experience than the original candidate.

### **3. Award of Contract**

3.1. The Procuring Agency will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Successful Consultant, provided that the same is not in conflict with any other law or policy of the Federal Government

### **4. Grievance Redressal Mechanism**

4.1. Grievance shall be redressed in accordance with procedure and mechanism defined under Rule 48 of the Public Procurement Rules, 2004 and Redressal of Grievance regulations.

### **5. Mechanism of Blacklisting**

5.1. The Blacklisting shall be carried out in accordance with provision of Rule 19 of the Public Procurement Rules, 2004 and allied regulations. Regulation reference

### **6. Environmental objectives**

6.1. As per Rule 64 of Public Procurement Rules, 2004, The procuring agency may seek to procure services with a reduced environmental impact throughout their life cycle when compared to services with the same primary function that may otherwise be procured



## Bid Data Sheet

# Proposal Data Sheet (BDS)

The following specific data for the procurement of Consultancy Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

## **BDS Clause Number**

### **ITB Number**

## **Amendments of, and Supplements to, Clauses in the Instruction to Bidders**

### **A. General**

#### **1**

##### **1.1**

Name of Procuring Agency: **Civil Aviation Training Institute (CATI) - Pakistan Airports Authority (Pakistan Airports Authority (PAA))**

The subject of procurement is: **CONSULTANCY SERVICES FOR THE CONSTRUCTION OF ATC TRAINING COMPLEX AT CATI HYDERABAD**

Financial year for the operations of the Procuring Agency: **2025-26**

Name and identification number of the Contract: **P27794**

## **BDS Clause Number 2**

### **ITB Number 1.2 & 9.1**

The Bidders may seek clarifications through **EPADS v2.0**: Clarification Date: Monday, May 11, 2026

Pre-Bid Meeting: Monday, May 11, 2026 02:00 PM

Venue: Hyderabad Airport

### **B. Preparation of Proposals**

## **BDS Clause Number 3**

### **ITB Number 4.1**

The language of the proposals is: **English**

**BDS Clause Number 4**

**ITB Number 6.1**

Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible? **No**

**BDS Clause Number 6**

**ITB Number 7.1**

Proposals shall be valid until **180 Days**

**BDS Clause Number 7**

**ITB Number 9.1**

List of documents required along with the bid: **No**

**BDS Clause Number 8**

**ITB Number 10.2**

The Consultant's Proposal must include the minimum Key Experts' time-input of \_\_\_\_\_person-months.

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:

The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted. ]

**BDS Clause Number 9**

**ITB Number 105**

The price shall be **Fixed**.

Price schedule will be provided according to the format defined and acquired. see section price schedule.

**BDS Clause Number 10**

**ITB Number 11.1**

The qualification criteria to establish the supply / production capability of the bidder.

*see Eligibility Criteria*

**BDS Clause Number 11**

**ITB Number 7.6**

**Services and Their related documents:**

See section Required Services and ToR

## C. Submission, Opening and Evaluation

**BDS Clause Number 12**

**ITB Number 8.1 & 8.2**

The amount of Bid Security shall be as defined in Bid Security Section for items and lots given in **BDS 6**

The Bid Security shall be in the form of: **Others**

**BDS Clause Number 13**

**ITB Number 13.1**

Currency of the Bids shall be : **PKR**

**BDS Clause Number 14**

**ITB Number 14.1**

Proposal shall be submitted online on EPADS v2.0 whereas hard copy of the bid security should be submitted to the following;

**Airport, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province).**

Bids that are not submitted on EPADS v2.0 shall be disqualified.

The deadline for Bids submission is: **Thursday, May 21, 2026 11:00 AM**

**BDS Clause Number 15**

**ITB Number 15.1**

The Bids opening shall take place on **EPADS v2.0**.

Day : **Thursday**

Date: **Thursday, May 21, 2026**

Time : **11:30 AM**

**BDS Clause Number 16**

**ITB Number 20**

Selection technique adopted will be: **Quality and Cost Based Selection (QCBS)**

*see Evaluation Criteria*

## F. Negotiation and Award

**BDS Clause Number 18**

**ITB Number 21.5**

The Performance guarantee shall: **0%**.

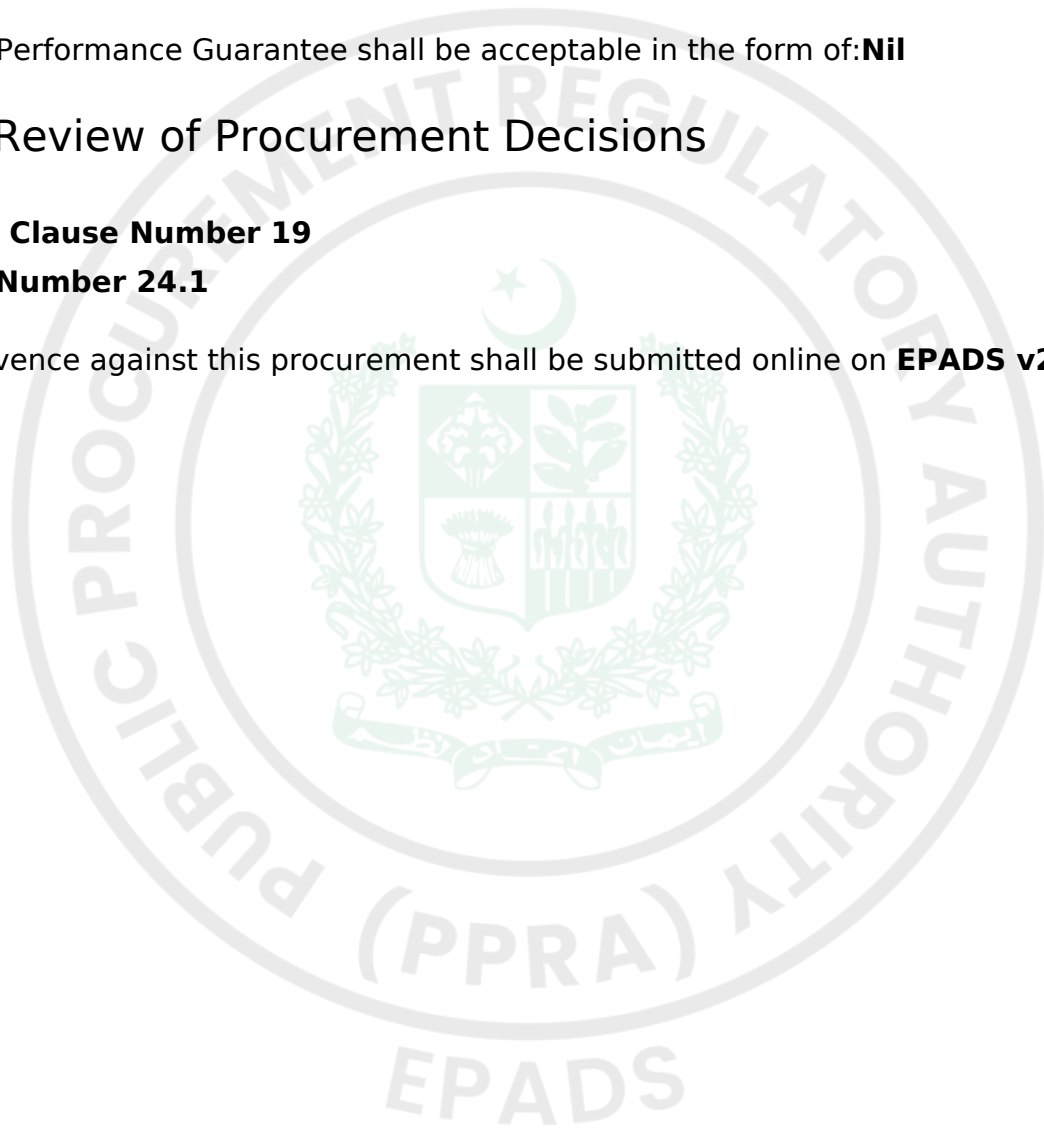
The Performance Guarantee shall be acceptable in the form of:**Nil**

## G. Review of Procurement Decisions

**BDS Clause Number 19**

**ITB Number 24.1**

Grievance against this procurement shall be submitted online on **EPADS v2.0**.



## Eligibility Criteria

Bidder's Type	Required Registration
Any	NADRA CITIZENSHIP (CNIC/NICOP) FBR (NTN) PEC

## Evaluation Criteria

### Quality and Cost Based Selection (QCBS)

Technical Marks	100
Passing Marks	70
Technical Evaluation Criteria	
The evaluation shall be carried out in accordance with the Section 3: Qualification and Evaluation Criteria provided in the Bidding Document and the marks shall be calculated as per the said criteria. The bidder is requested to upload the required relevant forms in a single PDF here. (Qualitative)(Doc Required)	100
Qualification and Evaluation Criteria <b>(100)</b>	

# Required Services

## Positions Without Lots :

Position	Delivery Schedule	Quantity	Bid Security
Consultancy Services (Lump Sum)	<b>Address:</b> Hyderabad Airport <b>Schedule:</b> 730 Days <b>Quantity:</b> 01	1	0

## Related Services :

No

## TORS (Terms of References)

### Positions Without Lots :

**Position:** Consultancy Services (Lump Sum)

### TORs (Terms of Reference):

Terms of Reference attached as Section 7 to the Bidding Document.

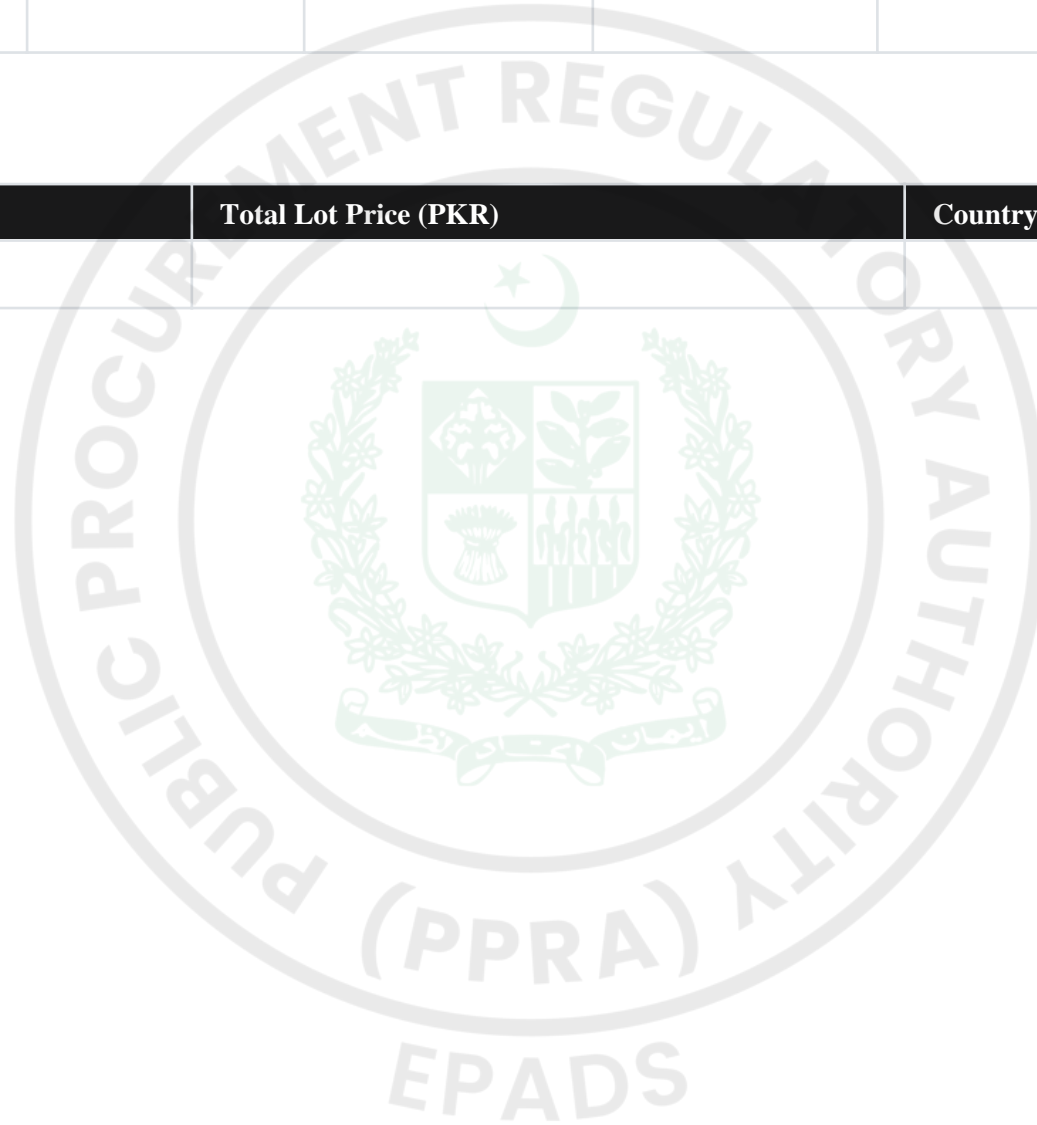
## Price Schedule

### For Individual Positions

#	Position Title	Quantity	Unit Price (PKR)	Total Price (PKR)	Delivery Location	Delivery Period / Year	Country of Origin
1							
2							

**For Lots**

#	Lot Title	Total Lot Price (PKR)	Country of Origin
1	[Lot 1 Title]		







## General Conditions of Contract

## A. General Provisions

### 1. Definitions

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

- 1.1. “**Affiliate(s)**” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- 1.2. “**Applicable Law**” means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
- 1.3. “**Consultant**” means an individual consultant or a consulting firm as the case may be;
- 1.4. “**Contractor’s Personnel**” means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
- 1.5. “**Day**” means calendar day unless indicated otherwise.
- 1.6. “**Effective Date**” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- 1.7. “**Experts**” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- 1.8. “**Foreign Currency**” means any currency other than the Pakistani Rupees.
- 1.9. “**GCC**” means these General Conditions of Contract.
- 1.10. “**Government**” means the Government of Pakistan.
- 1.11. “**Joint Venture (JV)**” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- 1.12. “**Key Expert(s)**” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- 1.13. “**Local Currency**” means the currency of Pakistan
- 1.14. “**Non-Key Expert(s)**” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- 1.15. “**Party**” means the Procuring Agency or the Consultant, as the case may be, and “**Parties**” means both of them.

1.16. Procuring Agency's Personnel" refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency's obligations under the Contract; and any other personnel identified as Procuring Agency's Personnel, by a notice from the Procuring Agency to the Consultant

1.17. "**Proposal**" means the Technical Proposal and/or the Financial Proposal of the Consultant.

1.18. "**RFP**" means the Request for Proposals to be prepared by the Procuring Agency for the selection of consultants, based on the SRFP.

1.19. "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

1.20. "**Site**" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.

1.21. "**SRFP**" means the Standard Request for Proposals, which must be used by the Procuring Agency as the basis for the preparation of the RFP.

1.22. "**Sub-consultants**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.

1.23. "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-consultant.

1.24. "**TORs**" means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

## 2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Procuring Agency and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 3. Law Governing Contract

3.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.

## 4. Language

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

## 5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

## **6. Communications**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.

## **7. Location**

7.1. The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

## **8. Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

## **9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the SCC.

## **10. Fraud and Corruption**

10.1. Public Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts in accordance with the requirement of Procurement Regulatory Framework

# **B. Commencement, Completion, Modification and Termination of Contract**

## **1. Effectiveness of Contract**

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

## **2. Termination of Contract for Failure to Become Effective**

2.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

## **3. Commencement of Services**

3.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.

## **4. Expiration of Contract**

4.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.

## **5. Entire Agreement**

5.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

## **6. Modifications or Variations**

6.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

6.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.

## **7. Force Majeure**

### **7.1. Definition**

7.1.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

7.1.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

7.1.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

## 7.2. No Breach of Contract

7.2.1. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

## 7.3. Measures to be Taken

7.3.1. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

7.3.2. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

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

7.3.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

7.3.4.1. demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or

7.3.4.2. continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

7.3.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 49& 50.

## 8. Suspension

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

## 9. Termination

9.1. This Contract may be terminated by either Party as per provisions set up below:

**a) By the Procuring Agency**

9.1.1. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) days' written notice in case of the event referred to in (e); and at least five (5) days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 49
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

9.1.2. if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**9.2. By the Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49.1 within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.1.
- (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

**9.3. Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except

- (i) such rights and obligations as may have accrued on the date of termination or expiration,
- (ii) the obligation of confidentiality set forth in Clause GCC 22,
- (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth

in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

#### **9.4. Cessation of Services**

9.4.1. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

#### **9.5. e.Payment upon Termination**

Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

(a) remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures for expenditures actually incurred prior to the effective date of termination; and pursuant to Clause 43;

(b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

## **C. Obligations of the Consultant**

### **1. General**

#### **1.1. Standard of Performance**

1.1.1. The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

1.1.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

1.1.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Procuring Agency

#### **1.2. Law Applicable to Services**

1.2.1. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

## 2. Conflict of Interests

2.1. The Consultant shall hold the Procuring Agency's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

### 2.1.1. Consultant Not to Benefit from Commissions, Discounts, etc.

2.1.1.1. The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

2.1.1.2. Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.

### 2.1.2. Consultant and Affiliates Not to Engage in Certain Activities

2.1.2.1. The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

### 2.1.3. Prohibition of Conflicting Activities

2.1.3.1. The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

### 2.1.4. Strict Duty to Disclose Conflicting Activities

2.1.4.1. The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, 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 Contract.

## 3. Confidentiality

3.1. Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.

#### **4. Liability of the Consultant**

4.1. Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

#### **5. Insurance to be Taken out by the Consultant**

5.1. The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

#### **6. Accounting, Inspection and Auditing**

6.1. The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant time changes and costs.

6.2. Pursuant to paragraph 1.23 (e) of Attachment 1 to the General Conditions, the Consultant shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit, the procuring agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have such accounts, records and other documents. The Consultant's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to contract termination.

#### **7. Reporting Obligations**

7.1. The Consultant shall submit to the Procuring Agency the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.

#### **8. Proprietary Rights of the Procuring Agency in Reports and Records**

8.1. Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

8.2. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be

specified in the SCC.

## **9. Equipment, Vehicles and Materials**

9.1. Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

9.2. Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

## **10. Code of Conduct**

10.1. The Procuring Agencies and the Consultant are bound to follow the Code of Ethics to be issued by the Authority.

## **D. Consultant's Experts and Sub-Consultants**

### **1. Description of Key Experts**

1.1. The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Consultant's Key Experts are described in Appendix B.

1.2. If required to comply with the provisions of Clause GCC 20a, adjustments with respect to the estimated time-input of Key Experts set forth in Appendix B may be made by the Consultant by a written notice to the Procuring Agency, provided (i) that such adjustments shall not alter the original time-input estimates for any individual by more than 10% or one week, whichever is larger; and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GCC 42.2.

1.3. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated time-input for the Key Experts may be increased by agreement in writing between the Procuring Agency and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GCC 42.2, the Parties shall sign a Contract amendment.

### **2. Replacement of Key Experts**

2.1. Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

2.2. Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the

Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

### **3. Approval of Additional Key Experts**

3.1. If during execution of the Contract, additional Key Experts are required to carry out the Services, the Consultant shall submit to the Procuring Agency for review and approval a copy of their Curricula Vitae (CVs). If the Procuring Agency does not object in writing (stating the reasons for the objection) within twenty two (22) days from the date of receipt of such CVs, such additional Key Experts shall be deemed to have been approved by the Procuring Agency.

The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts position which require similar qualifications and experience.

### **4. Removal of Experts or Sub-consultants**

4.1. If the Procuring Agency finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determine that a Consultant's Expert or Sub-consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

4.2. In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

4.3. Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

### **5. Replacement/ Removal of Experts – Impact on Payments**

5.1. Except as the Procuring Agency may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Experts provided as a replacement shall not exceed the remuneration which would have been payable to the Experts replaced or removed.

### **6. Working Hours, Overtime, Leave, etc.**

6.1. Working hours and holidays for Experts are set forth in Appendix B. To account for travel time to/from the Procuring Agency's country, experts carrying out Services inside the Procuring Agency's country shall be deemed to have commenced or finished work in respect of the Services such number of days before their arrival in, or after their departure from, the Procuring Agency's country as is specified in Appendix B.

6.2. The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Consultant's remuneration shall be deemed to cover these items.

6.3. Any taking of leave by Key Experts shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

## E. Obligations of the Procuring Agency

### 1. Assistance and Exemptions

1.1. Unless otherwise specified in the SCC, the Procuring Agency shall use its best efforts to:

1.1.1. Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.

1.1.2. Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.

1.1.3. Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

1.1.4. Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.

1.1.5. Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.

1.1.6. Provide to the Consultant any such other assistance as may be specified in the SCC.

### 2. Access to Project Site

2.1. The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

### 3. Change in the Applicable Law Related to Taxes and Duties

3.1. If, after the date of this Contract, there is any change in the applicable law in the Procuring Agency's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GCC 42.2.

### 4. Services, Facilities and Property of the Procuring Agency

4.1. The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (Appendix A) at the times and in the manner specified in said Appendix A.

4.2. In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix A, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GCC 42.3.

## **5. Counterpart Personnel**

5.1. The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in Appendix A.

5.2. If counterpart personnel are not provided by the Procuring Agency to the Consultant as and when specified in Appendix A, the Procuring Agency and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Procuring Agency to the Consultant as a result thereof pursuant to Clause GCC 42.3.

5.3. Professional and support counterpart personnel, excluding Procuring Agency's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency shall not unreasonably refuse to act upon such request.

## **6. Payment Obligation**

6.1. In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant and in such manner as is provided by GCC F below.

## **F. Payments to the Consultant**

### **1. Ceiling Amount**

1.1. An estimate of the cost of the Services is set forth in Appendix C (Remuneration) and Appendix D (Reimbursable expenses).

1.2. Payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SCC.

1.3. For any payments in excess of the ceilings specified in GCC42.2, an amendment to the Contract shall be signed by the Parties referring to the provision of this Contract that evokes such amendment.

### **2. Remuneration and Reimbursable Expenses**

2.1. The Procuring Agency shall pay to the Consultant (i) remuneration that shall be determined on the basis of time actually spent by each Expert in the performance of the Services after the date of commencing of Services or such other date as the Parties shall agree in writing; and (ii) reimbursable expenses that are actually and reasonably incurred by the Consultant in the performance of the Services.

2.2. All payments shall be at the rates set forth in Appendix C and Appendix D.

2.3. Unless the SCC provides for the price adjustment of the remuneration rates, said remuneration shall be fixed for the duration of the Contract.

2.4. The remuneration rates shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Experts as well as factors for social charges and overheads (bonuses or other means of profit-sharing shall not be allowed as an element of overheads), (ii) the cost of backstopping by home office staff not included in the Experts' list in Appendix B, (iii) the Consultant's profit, and (iv) any other items as specified in the SCC.

2.5. Any rates specified for Experts not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Procuring Agency, once the applicable remuneration rates and allowances are known.

### **3. Taxes and Duties**

3.1. The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

3.2. As an exception to the above and as stated in the SCC, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Procuring Agency on behalf of the Consultant.

### **4. Currency of Payment**

4.1. Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

### **5. Mode of Billing and Payment**

5.1. Billings and payments in respect of the Services shall be made as follows:

(a) Advance payment. Within the number of days after the Effective Date, the Procuring Agency shall pay to the Consultant an advance payment as specified in the SCC. Unless otherwise indicated in the SCC, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the SCC. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in Appendix E, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal installments against the statements for the number of months of the Services specified in the SCC until said advance payments have been fully set off.

(b) The Itemized Invoices. As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Consultant shall submit to the Procuring Agency, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to Clauses GCC 45 and GCC 46 for such interval, or any other period indicated in the SCC. Separate invoices shall be submitted for expenses incurred in foreign currency and in local currency. Each invoice shall show remuneration and reimbursable

expenses separately.

(c) The Procuring Agency shall pay the Consultant's invoices within sixty (60) days after the receipt by the Procuring Agency of such itemized invoices with supporting documents. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Procuring Agency may add or subtract the difference from any subsequent payments.

(d) The Final Payment .The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Procuring Agency. The Services shall be deemed completed and finally accepted by the Procuring Agency and the final report and final invoice shall be deemed approved by the Procuring Agency as satisfactory ninety (90) calendar days after receipt of the final report and final invoice by the Procuring Agency unless the Procuring Agency, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final invoice. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount that the Procuring Agency has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Consultant to the Procuring Agency within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final invoice approved by the Procuring Agency in accordance with the above.

(e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

(f) With the exception of the final payment under (d) above, payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

## **6. Interest on Delayed Payments**

6.1. If the Procuring Agency had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 46.1 (c), interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

## **G. Fairness and Good Faith**

### **1. Good Faith**

1.1. The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

## **H. Settlement of Disputes**

### **1. Amicable Settlement**

1.1. Any dispute of any kind whatsoever shall arise between the Procuring Agency and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during

developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

1.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Project. Arbitration proceedings shall be conducted in accordance with Arbitration Act 1940.

1.3. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Procuring Agency shall pay the Service Provider any monies due the Service Provider.





## Special Conditions of Contract

## SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### Number of GC Clause

### Amendments of, and Supplements to, Clauses in the General Conditions of Contract>

### Number of GC Clause 3.1

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan

### Number of GC Clause 4.1

The language is **English**

### Number of GC Clause 6.1 and 6.2

### The addresses are:

**The Procuring Agency is:**Civil Aviation Training Institute (CATI) - Pakistan Airports Authority (Pakistan Airports Authority (PAA)),Divisional EngineerAirport, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province).

### The Consultant Address:

**The title of the subject procurement is:CONSULTANCY SERVICES FOR THE CONSTRUCTION OF ATC TRAINING COMPLEX AT CATI HYDERABAD**

### Number of GC Clause 8.1

*[Note: If the Consultant consists only of one entity, state "N/A";Or*

**The Lead Member on behalf of the JV is** \_\_\_\_\_ *[insert name of the member]*

### Number of GC Clause 9.1

### The Authorized Representatives are:

### The Authorized Representatives are:

### For the Procuring Agency:

Civil Aviation Training Institute (CATI) - Pakistan Airports Authority (Pakistan Airports Authority (PAA)),Divisional Engineer  
Airport, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province).  
+92-333-753-1881  
civil.cati@paa.gov.pk

### For the Bidder:

**Name:** .....

**Designation:** .....

**Address:** .....

**Number of GC Clause 11.1**

*[Note: If there are no effectiveness conditions, state “N/A”]OR*

*List here any conditions of effectiveness of the Contract]*

**The effectiveness conditions are the following:** *[insert “N/A” or list the conditions]*

**Termination of Contract for Failure to Become Effective:**

**The time period shall be** \_\_\_\_\_ *[insert time period, e.g.: four months].*

**Commencement of Services:**

**The number of days shall be** \_\_\_\_\_ *[e.g.: ten].*

Confirmation of Key Experts’ availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.

**Expiration of Contract:**

**The time period shall be** \_\_\_\_\_ *[insert time period, e.g.: twelve months].*

**Number of GC Clause 23.1**

**No additional provisions.**

The following limitation of the Consultant’s Liability towards the Procuring Agency can be subject to the Contract’s negotiations:

**Number of GC Clause 24.1**

**The insurance coverage against the risks shall be as follows:**

**(a) Professional liability insurance, with a minimum coverage of** \_\_\_\_\_ *[insert amount and currency which should be not less than the total ceiling amount of the Contract];*

**Number of GC Clause 33. Removal of Experts or Sub-consultants**

*[Note to Procuring Agency: include the following for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high, otherwise delete.]*

**Price adjustment on the remuneration** ..... *[insert “applies” or “ does not apply”]*

*[If the Contract is less than 18 months, price adjustment does not apply.*

*If the Contract has duration of more than 18 months, a price adjustment provision on the remuneration for foreign and/or local inflation shall be included here. The adjustment should be made every 12 months after*

*the date of the contract for remuneration in foreign currency and – except if there is very high inflation in the Procuring Agency’s country, in which case more frequent adjustments should be provided for – at the same intervals for remuneration in local currency. Remuneration in foreign currency should be adjusted by using the relevant index for salaries in the country of the respective foreign currency (which normally is the country of the Consultant) and remuneration in local currency by using the corresponding index for the Procuring Agency’s country. A sample provision is provided below for guidance:*

Payments for remuneration made in [foreign *and/or* local] currency shall be adjusted as follows:

{or }

where

$R_f$  is the adjusted remuneration;

$R_{fo}$  is the remuneration payable on the basis of the remuneration rates (**Appendix C**) in foreign currency;

$I_f$  is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect; and

$I_{fo}$  is the official index for salaries in the country of the foreign currency for the month of the date of the Contract.

{or }

where

$R_l$  is the adjusted remuneration;

$R_{lo}$  is the remuneration payable on the basis of the remuneration rates (**Appendix D**) in local currency;

$I_l$  is the official index for salaries in the Procuring Agency’s country for the first month for which the adjustment is to have effect; and

$I_{lo}$  is the official index for salaries in the Procuring Agency’s country for the month of the date of the Contract.

**The currency of payment shall be the following: PKR**

*[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below. The advance bank payment guarantee should be in the same currency(ies)]*

The following provisions shall apply to the advance payment and the advance bank payment guarantee:

### **Following is the guidance for Dispute Resolution**

1. If any dispute of any kind whatsoever shall arise between the Authority and the Bidder in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Contract – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.

2. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.

3. At the event of failure of mediation to resolve the dispute relating to this contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in Islamabad, Pakistan and proceedings will be conducted in English language.

4. The cost of the mediation and arbitration shall be shared by the parties in equal proportion however the both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.

5. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the contract.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree that the Authority shall pay the Bidder any monies due to the Bidder.

**Arbitrator's fee:**

The fee shall be specified in Pak Rupees, as determined by the Arbitrator, which shall be shared equally by both parties.

**Appointing Authority for Arbitrator:**

By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Justice Islamabad High Court for appointment of sole arbitrator. The Chief Justice IHC may appoint a former judge of any High Court or Supreme Court as the sole arbitrator to resolve the dispute between the parties.

**Rules of procedure for arbitration proceedings:**

Any dispute between the Authority and a Bidder who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred to adjudication or arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940, however above provision shall prevail in referring the case to the Arbitrator.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at Islamabad. The award of the arbitrator shall be final and shall be binding on the parties.



## Bid Securing Declaration

## Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: **P27794**

To: **Civil Aviation Training Institute (CATI) - Pakistan Airports Authority (Pakistan Airports Authority (PAA)), Divisional Engineer Airport, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province).**

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

1. have withdrawn or modified our Bid during the period of Bid Validity specified in the Form of Bid;
2. Disagreement to arithmetical correction made to the Bid price; or
3. having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid Validity, (i) failure to sign the contract if required by Procuring Agency to do so or (ii) fail or refuse to furnish the Performance Security or to comply with any other condition precedent to signing the contract specified in the Bidding Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful

Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight (28) days after the expiration of our Bid.



Contract Form

# FORM OF CONTRACT

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the “Procuring Agency”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Procuring Agency”) and, on the other hand, a Joint Venture consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

## WHEREAS

1. the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
2. the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
3. the Procuring Agency has received *[or has applied for]* a loan *[or credit or grant]* from the *[Insert as appropriate:]*) toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments will be made only at the request of the Procuring Agency; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import.

NOW THEREFORE the parties hereto hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

- The General Conditions of Contract
- The Special Conditions of Contract;
- Appendices: Appendix
  - Terms of Reference Appendix
  - Key Experts Appendix
  - Remuneration Cost Estimates Appendix )
  - Reimbursable Cost Estimates Appendix
  - Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; and Appendix E. Any reference to this Contract shall include,

where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:

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

(b) the Procuring Agency shall make payments to the Consultant 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 as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

*[Authorized Representative of the Procuring Agency – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

*[Authorized Representative of the Consultant – name and signature]*

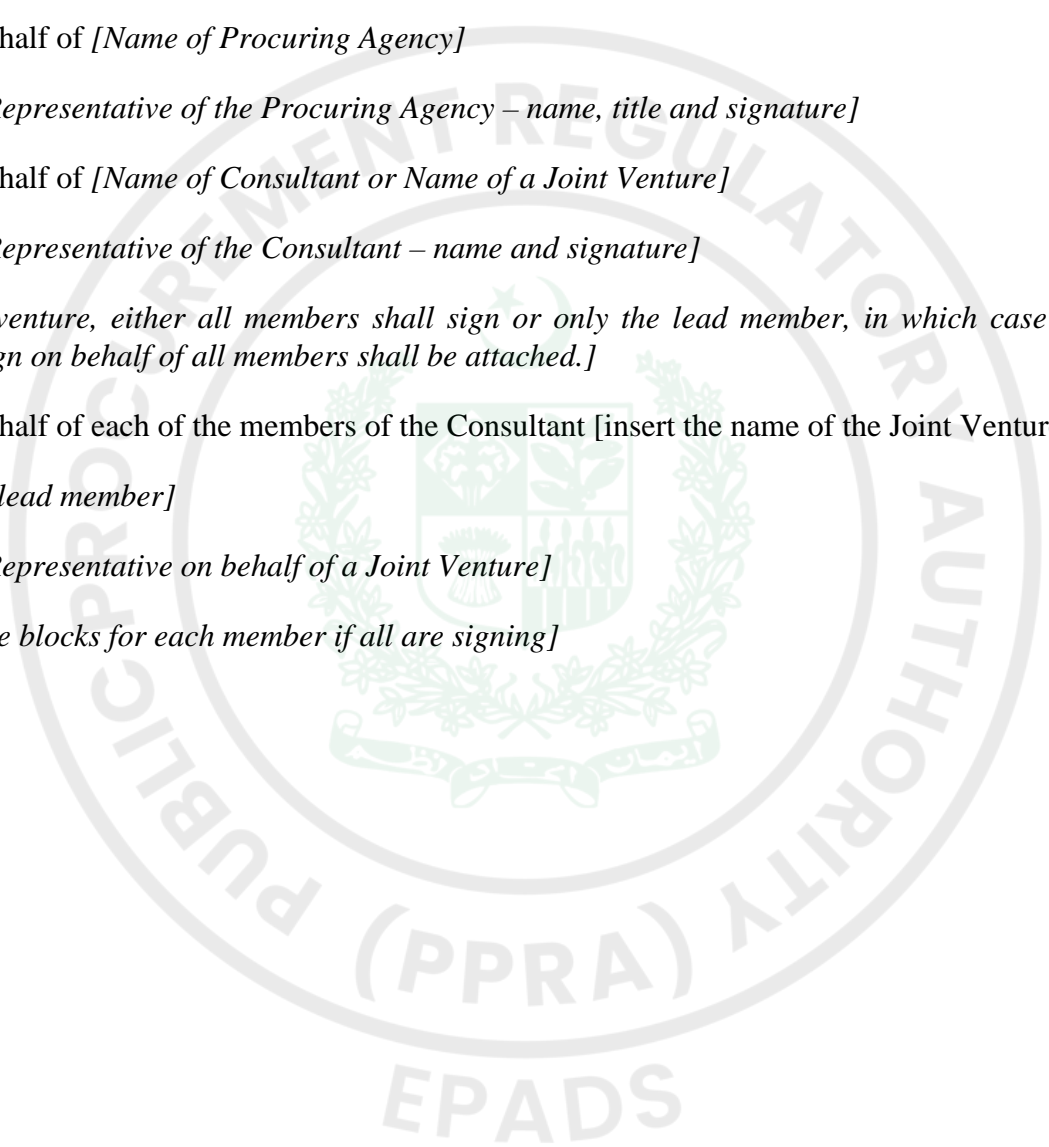
*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the name of the Joint Venture]*

*[Name of the lead member]*

*[Authorized Representative on behalf of a Joint Venture]*

*[add signature blocks for each member if all are signing]*





Integrity Pact

## Integrity Pact

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.10.00 MILLION OR MORE

**Contract** Number: Contract Value: Contract Title:

Dated:

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.



## Performance Guarantee Form

## Performance Guarantee Form

To: **Civil Aviation Training Institute (CATI) - Pakistan Airports Authority (Pakistan Airports Authority (PAA)), Divisional Engineer Airport, Hyderabad, Hyderabad (District), Hyderabad (Division), Sindh (Province).**

WHEREAS *[name of Bidder]* (hereinafter called “the Bidder”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* for provision of Goods (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Bidder shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Bidder’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Bidders guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*



Annexure

# Bidding Document

This document shall prevail over all other provisions. Bidders are required to sign and stamp the entire document and submit it as part of their Technical Bid.

Technical Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Bidding Document** (page number: 59)

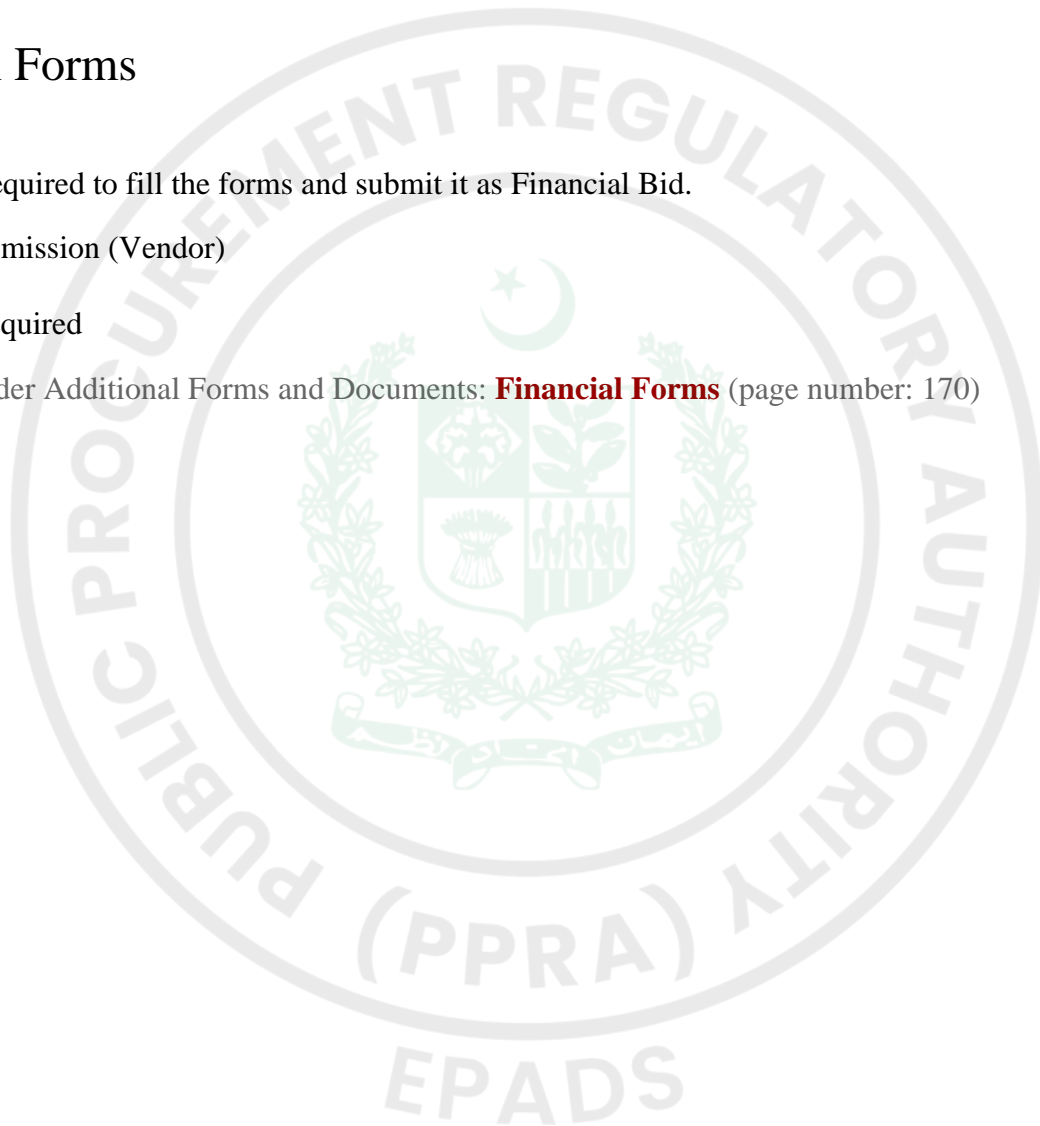
## Financial Forms

Bidders are required to fill the forms and submit it as Financial Bid.

Financial Submission (Vendor)

Document Required

See Form Under Additional Forms and Documents: **Financial Forms** (page number: 170)





## Procurement Forms







## Additional Forms and Documents



**CONSULTANCY SERVICES FOR THE  
CONSTRUCTION OF ATC TRAINING  
COMPLEX AT CATI HYDERABAD**

*REQUEST FOR PROPOSALS*

**CATI**

Divisional Engineer Civil,  
Civil Aviation Training Institute, Hyderabad  
Pakistan Airports Authority

# General Information

## 1. Bidding Process

Bidding process shall be carried out in accordance with the PPRA “Single Stage Two Envelop” bidding procedure. Bids will be opened in the presence of the Bidders’ representatives who choose to attend the Bid opening meeting. Method of evaluation shall be Quality cum Cost-Based Selection Method (QCBS).

## 2. Mandatory Documents / Requirements

The bids complying following requirements shall be termed as “**Responsive**” and shall be admitted for further evaluation. The bids not complying the following requirements shall be considered “**Non-Responsive**” and thus rejected.

- Duly paid Bank Challan of Rs. 10,000/- (Rupees Ten Thousand only) as “Right to Bid” in PAA COLLECTION A/c No. PK36UNIL0109000334856654.
- Bid Securing Declaration in the prescribed form.
- A valid registration with Pakistan Engineering Council as a “Consulting Engineer” in Project Profile Codes: (1201) Buildings.
- Active Taxpayer.
- An affidavit that the firm is not blacklisted, and that the information supplied under this RFP is true and correct.



# Contents

<b>General Information</b> .....	<b>i</b>
<b>Request for Proposals</b> .....	<b>iv</b>
<b>Section 1 Instructions to Consultants</b> .....	<b>1</b>
1. <b>Definitions</b> .....	1
2. <b>Introduction</b> .....	2
3. <b>Conflict of Interest</b> .....	3
4. <b>Corrupt and Fraudulent Practices</b> .....	4
5. <b>Eligibility</b> .....	4
6. <b>Clarification and Amendment of RFP Document</b> .....	5
7. <b>Preparation of Proposals</b> .....	6
8. <b>Submission, Receipt, and Opening of Proposals</b> .....	8
9. <b>Proposal Evaluation</b> .....	10
10. <b>Negotiations</b> .....	11
11. <b>Award of Contract</b> .....	12
12. <b>Confidentiality</b> .....	12
<b>Section 2 Proposal Data Sheet</b> .....	<b>13</b>
<b>Section 3 Qualification and Evaluation Criteria</b> .....	<b>16</b>
<b>Section 4 Technical Proposal Forms</b> .....	<b>20</b>
Form TECH-1. Technical Proposal Submission Form .....	21
Form TECH-2. Financial Capacity of the Consultant .....	22
Form TECH-3. Organization of the Consultant .....	23
Form TECH-4. Experience of the Consultant .....	24
Form TECH-5. Description of Approach, Methodology and Work Plan for Performing the Assignment.....	25
Form TECH-6. Team Composition, Task Assignments and Staffing Schedule ..	26
Form TECH-7. Work and Deliverables Schedule .....	27
Form TECH-8. Curriculum Vitae (CV) for Proposed Key Professional Personnel	
28	
<b>Section 5 Financial Proposal Forms</b> .....	<b>30</b>
Form FIN-1. Financial Proposal Submission Form .....	31
Form FIN-2. Price Summary .....	32
Form FIN-3. Breakdown of Price by Activity .....	33



Form FIN-4. Breakdown of Remuneration .....	34
Form FIN-5. Bid Securing Declaration .....	35
<b>Section 6 Proposed Contract .....</b>	<b>36</b>
1. General Provisions .....	40
2. Commencement, Completion, Modification and Termination of Contract .....	41
3. Obligations of the Consultant .....	46
4. Consultant's Personnel and Sub-Consultants.....	48
5. Obligations of the Client .....	49
6. Payments to the Consultant .....	50
7. Settlement of Disputes .....	52
8. Integrity Pact .....	52
IV. Appendices .....	62
Appendix A – Description of Services.....	62
Appendix B – Reporting Requirements .....	63
Appendix C – Key Professional Personnel and Sub-Consultants.....	64
Appendix D – Breakdown of Contract Price .....	65
Appendix E – Services and Facilities to be Provided by the Client .....	66
Appendix F – Additional Provisions.....	67
Appendix G – Key Performance Indicators Framework .....	70
Appendix H – Integrity Pact .....	73
<b>Section 7 Terms of Reference .....</b>	<b>74</b>



## Request for Proposals

The Pakistan Airports Authority (PAA) intends to procure engineering consultancy services for which the Request for Proposals is issued. More details on these consultant services are provided in the Terms of Reference.

The Request for Proposal (“RFP”) is open to all eligible entities (“Consultants”) who wish to respond. Consultants may only associate with each other in the form of a joint venture to complement their respective areas of expertise to enhance their capacity to successfully carry out the assignment and so long as any association is otherwise formed in accordance with the terms of the RFP.

A Consultant will be selected under the **Single Stage Two Envelopes**, the evaluation procedure in accordance with Public Procurement Rules, 2004.

The RFP Document includes the following Sections:

**Section 1 Instructions to Consultants**

This section provides information to help potential Consultants prepare their Proposals; it also provides information on the submission, opening, and evaluation of Proposals and on the award of the proposed contract.

**Section 2 Proposal Data Sheet**

This section includes provisions that are specific to this procurement and that supplement Section 1, Instructions to Consultants.

**Section 3 Qualification and Evaluation Criteria**

This section specifies the qualifications required of the Consultant and the criteria to be used to evaluate the Proposal.

**Section 4 Technical Proposal Forms**

This section provides the Technical Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant’s total Proposal.

**Section 5 Financial Proposal Forms**

This section provides the Financial Proposal Forms which are to be completed by a potential Consultant and submitted in a separate envelope as part of a potential Consultant’s total Proposal.

**Section 6 Contract Forms:**

- I Contract Agreement
- II General Conditions of Contract
- III Special Conditions of Contract
- IV Appendices

**Section 7 Terms of Reference**

This section includes the detailed Terms of Reference for this procurement that describe the nature, tasks and duties of the consultant services to be procured.

A pre-Proposal meeting will be held at the designated time and location if so specified in the Proposal Data Sheet. Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory.

The closing time for receipt of Proposals shall be as provided on EPADS.



## Section 1 Instructions to Consultants

### 1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan.
- (c) “Client” means PAA (Pakistan Airports Authority.)  
*website: www.paa.gov.pk*
- (d) “confirmation” means confirmation in writing.
- (e) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (f) “day” means a calendar day.
- (g) “EPADS” means the e-Pak Acquisition & Disposal System.
- (h) “Financial Proposal” has the meaning given to the term in ITC Sub-Clause 7.6.
- (i) “GC” means the General Conditions of Contract.
- (j) “Government” means the Government of Islamic Republic of Pakistan.
- (k) “Instructions to Consultants” or “ITC” means Section 1 of this RFP, including any amendments, which provides Consultants with all information needed to prepare their Proposals.
- (l) “in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt.
- (m) “Key Professional Personnel” means the key professional personnel nominated pursuant to ITC Sub-Clause 3.4(d).
- (n) “PEC” means the Pakistan Engineering Council.  
*website: www.pec.org.pk*
- (o) “PDS” means the Proposal Data Sheet, in Section 2 of this RFP, used to describe the assignment conditions.
- (p) “Personnel” means professionals and support staff provided by the Consultant, or by any Sub-Consultants, or affiliates that are assigned to perform the Services or any part thereof.
- (q) “Pre-Proposal Meeting” means the pre-proposal meeting specified in the **PDS**, if any.
- (r) “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a Consultant in response to this RFP.



- (s) “RFP” means this Request for Proposals, including any amendments that may be made, prepared by the Client for the selection of the Consultant.
- (t) “SC” means the Special Conditions of Contract.
- (u) “Services” means the tasks to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.
- (w) “Technical Proposal” has the meaning given to the term in ITC Sub-Clause 7.4.
- (x) “Terms of Reference” or “TOR” means the document included in this RFP as Section 7 which explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client’s Representative and the Consultant, and expected results and deliverables of the assignment.
- (y) “Third Party” means any person or entity other than the Client, the Consultants or a Sub-Consultant;

## 2. Introduction

- 2.1 The Client will select a Consultant in accordance with the Quality cum Cost-Based Selection Method.
- 2.2 Throughout this RFP except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and the feminine means the masculine and vice versa.
- 2.3 Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for this assignment as specified in the **PDS**. The Proposal (Technical only) will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to attend a Pre-Proposal Meeting if one is specified in the **PDS** before submitting a Proposal. Attending any Pre-Proposal Meeting is strongly advised, but not mandatory.
- 2.5 The Client will timely provide, at no cost to the Consultant, the inputs and facilities specified in the **PDS**, and make available relevant project data and reports. No other inputs will be provided.
- 2.6 Consultants shall bear all costs associated with the preparation and submission of their Proposals and contract negotiation (technical only).
- 2.7 The Client is not bound to accept any Proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to any



Consultant.

3. **Conflict of Interest**
- 3.1 The Client 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.
- 3.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the 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 the Contract.
- 3.3 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 selected, under any of the circumstances set forth below:

Conflicting Activities

- (a) A Consultant 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 Consultant 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, works or services other than consulting services resulting from or directly related to such 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

- (b) A Consultant (including its Personnel and Sub-Consultants and 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 Client or for another client.

Conflicting Relationships

- (c) A Consultant (including its Personnel and Sub-Consultants and any of its affiliates) that have a business or family relationship with Client's employee who is/are directly or indirectly involved in any part of (i) the selection process for such assignment, or (ii) supervision of the Contract, may not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Client throughout the selection process and the execution of the Contract.

Restriction on



- 3.4 No current employees of the Government shall work as

- Government Employees Consultants or as its Personnel.
- 3.5 Recruiting former employees of Client or Government employees to work for the Consultant is acceptable provided no conflict of interest exists.
- 3.6 If a Consultant nominates any Government employee as Personnel in their Technical Proposal, such Personnel must have written certification from the Government 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 / submitted to the Client by the Consultant as part of its Technical Proposal.
- 3.7 In the case where a Consultant seeks to engage the services of any person falling under ITC Clause 3.5, who may have left the Client within a period of less than two (02) years of the date of this RFP, it must obtain a “no-objection” from the Client for the inclusion of such a person, prior to the Consultant’s submission of its Proposal.
4. **Corrupt and Fraudulent Practices**
- 4.1 The Client requires Consultants to uphold the highest standards of professional ethics throughout the performance of services and to refrain from engaging in any corrupt or fraudulent practices as defined under Section 2(f) of the Public Procurement Rules, 2004. In line with this policy, the Client:
- (a) reserves the right to initiate blacklisting proceedings against such Consultant, including declaring the Consultant ineligible if, at any time, it determines that the Consultant has, directly or through an agent, engaged in corrupt or fraudulent practices while competing for the Contract, and
  - (b) shall reject any Proposal if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt or fraudulent practices while competing for the Contract.
5. **Eligibility**
- 5.1 Consultants, their Sub-Consultants, and Personnel must meet the eligibility requirements stated in this RFP and comply with the Conduct and Practice of Consulting Engineers Bye-laws 1986, Public Procurement Rules 2004 and applicable regulations.
- Ineligibility and Debarment
- 5.2 Consultants, their personnel, affiliates, and sub-consultants must not be under any declaration of ineligibility for corrupt and fraudulent practices under ITC Clause 4, the Public Procurement Rules, 2004.
- Eligibility of Affiliates / Joint Ventures
- 5.2.1 In the case where a Consultant intends to affiliate with another Consultant (as in a Joint Venture), then such Affiliate shall also be subject to the eligibility criteria set forth in this RFP and as contained in the “Public



Procurement Rules, 2004” governing the procurement associated regulations in the Islamic Republic of Pakistan.

5.2.2 Such Joint Venture shall be constituted and formed in accordance with the procedure defined by the PEC. Additionally, the Joint Venture shall adhere to the following;

(a) One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as Lead member during the Proposal and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture.

(b) All members of the Joint venture shall be legally liable, jointly and severally, during the qualification and bidding period, and in the event of a successful bid, during execution of this contract.

Only one Proposal

5.3 Consultants may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, all such Proposals shall be disqualified.

Proposal Validity

5.4 Proposals shall remain valid for the period stated in the **PDS**. During this time, Consultants shall ensure the availability of all Key Professional Personnel. The Client will make best efforts to complete evaluation, negotiations, and award within this period. If required, the Client may request an extension of proposal validity for a specified period. Consultants may accept or refuse such request without penalty; refusal will result in the Proposal expiring at the end of its original validity. Consultants agreeing to extend must confirm the continued availability of Key Professional Personnel or propose replacements with equal or better qualifications, subject to the Client’s approval. Where Proposal (Bid) Security is required, its validity must also be extended accordingly, failing which the Proposal shall be treated as non-responsive.

6. **Clarification and Amendment of RFP Document**

6.1 Consultants may request a clarification of the RFP documents up to the number of days indicated in the **PDS** before the Proposal submission date. Any request for clarification must be sent in writing or by mail, email or a facsimile to the Client at the address indicated in the **PDS**. The Client will respond in writing by mail, email or facsimile and will send written copies of the response (including an explanation of the query, but without identifying the source of inquiry) to all Consultants by the date specified in the **PDS**.



- 6.2 Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under ITC Sub-Clause 6.4.
- 6.3 At any time prior to the deadline for submission of Proposals, the Client may, for any reason and at its sole discretion, amend the RFP by issuing an amendment following the procedure under ITC Sub-Clause 6.4.
- 6.4 Any amendment or clarification issued under ITC 6.2 or 6.3 shall form part of the RFP and shall be published as a corrigendum on EPADS. Consultants are responsible for monitoring the EPADS platform and incorporating all amendments in their Proposals. Consultants shall be deemed to have received such amendment on the date of its publication on EPADS. Failure to comply may render the Proposal non-responsive.
- 6.5 To give prospective Consultants reasonable time in which to take an amendment into account in preparing their Proposals, the Client may, at its discretion, extend the deadline for the submission of Proposals

**7. Preparation of Proposals**

- 7.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Client, shall be written and communicated in English only.
- 7.2 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.
- 7.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
  - (a) 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.
  - (b) The estimated number of person-months for Key Professional Personnel envisaged to execute the assignment may be shown in the **PDS**. However, the evaluation of the Proposal shall be based on the number of person-months estimated by the Consultant.
  - (c) Alternative Key Professional Personnel shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position indicated in the TOR.

**Technical Proposal Format and Content**

- 7.4 Consultants are required to submit a technical proposal, which shall provide the information indicated in the following paragraphs (a) through (f) using the standard forms provided in Section 4 (the “Technical Proposal”).
  - (a) Information on the Consultant’s financial capacity is required (Form TECH-2 of Section 4). A brief description of the Consultants’ organization and an



outline of recent experience of the Consultant and of each associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section 4).

- (b) 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 Proposal is provided (Form TECH-5 of Section 4). The work plan should be consistent with the Work and Deliverables Schedule (Form TECH-7 of Section 4) which will show in the form of a bar chart the timing proposed for each activity.
- (c) The list of the proposed Key Professional Personnel by area of expertise, the position that would be assigned to each person, and their tasks (Form TECH-6 of Section 4).
- (d) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (Form TECH-6 of Section 4). The person-months input should be indicated separately for home office and field activities, and for foreign and local professional staff.
- (e) CVs of the Key Professional Personnel signed by the staff themselves and/or by the authorized representative (Form TECH-8 of Section 4).

7.5 The Technical Proposal shall not include any financial information other than the required information in Form TECH-2. A Technical Proposal containing financial information will constitute grounds for declaring the Proposal non-responsive.

Financial Proposals 7.6 The Consultant's financial proposal shall be prepared using the forms provided in Section 5 (the "Financial Proposal"). It shall list all prices associated with the assignment, including remuneration for Personnel (foreign and local, in the field and at the Consultants' home office) and travel expenses, if indicated in the **PDS**. All activities and items described in the Technical Proposal shall be assumed to be included in the price offered in the Financial Proposal.

Taxes 7.7 The Consultant shall be liable for all applicable federal, provincial, and local taxes, duties, and levies, except Provincial Sales Tax on Services, as in effect fourteen (14) days prior to the Proposal Submission Deadline.

7.8 The Financial Proposal shall be inclusive of all such taxes. The Consultant is solely responsible for determining its tax obligations, and the Client shall bear no liability or reimbursement obligation for any taxes payable by the



- Consultant or its Personnel.
- Currencies
- 7.9 Consultants must submit Financial Proposals in PKR (Pak Rupees) only. No other currency or combination of currencies is allowed.
- 7.10 The Client authorizes the submission of scanned, signed and stamped PDF documents via EPADS in lieu of hard-copy originals for proposal submission. Original documents may be requested at any stage for verification.
8. **Submission, Receipt, and Opening of Proposals**
- 8.1 The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person signing the Proposal must initial such corrections, as well as initial on top and bottom of each and every page. The submission letters for the Technical Proposal and for the Financial Proposal should respectively be in the format shown in (Form TECH-1) and (Form FIN-1).
- 8.2 If required in the **PDS**, the authorized representative of the Consultant signing the Technical and Financial Proposals shall provide within the Technical Proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the Proposal on behalf of the Consultant, and its affiliates.
- Electronic Submission
- 8.3 Proposals shall be prepared in accordance with ITC Clauses 1–7, signed and stamped by the Consultant’s authorised representative, scanned in a clear and legible resolution (PDF format), and uploaded to the e-Pak Acquisition and Disposal System (EPADS) website: [www.eprocure.gov.pk](http://www.eprocure.gov.pk). Proposals submitted by any other means (courier, email, hand-delivery) shall not be considered.
- 8.4 Consultants are encouraged, but not required, to submit a signed and stamped hard copy of the same Technical Proposal that was uploaded on EPADS to assist in technical evaluation. In case of any discrepancy, the EPADS-uploaded version shall prevail.
- Proposal Structure
- 8.5 The Proposal shall consist of a Technical Proposal and a Financial Proposal, uploaded as two separate files on EPADS using the prescribed forms. Each uploaded file must be identical to the signed and stamped version retained by the Consultant for their reference.
- Deadline for Submission
- 8.6 Proposals must be uploaded on EPADS no later than the Proposal Submission Deadline specified on EPADS. EPADS system time shall be the sole reference for determining timely submission. Proposals uploaded after the deadline shall not be accepted by the system.
- Bid Security
- 8.7 Where specified in the Proposal Data Sheet (PDS), Consultants shall submit either:
- (a) Bid Security:** A bid security in the amount and form



specified in the PDS, which shall be either (i) a Call Deposit Receipt (CDR), (ii) a Pay Order/Demand Draft, or (iii) a Bank Guarantee issued by a bank included in the latest list of approved banks notified by the Client. A scanned copy shall be uploaded on EPADS with the Proposal, and the original instrument must reach the Client at the address stated in the PDS before the Proposal Submission Deadline. Failure to provide the original by the deadline shall render the Proposal non-responsive.

OR

**(b) Bid Securing Declaration:** A duly signed and stamped Bid Securing Declaration in the form prescribed in Form FIN-5, scanned and uploaded on EPADS with the Proposal.

- 8.8 By submitting the Bid Security or Bid Securing Declaration, the Consultant undertakes that:
- (i) its Proposal will remain valid for the period specified in ITC 5.4 (Proposal Validity);
  - (ii) it will not withdraw or modify its Proposal during the validity period; and
  - (iii) if declared successful, it will sign the Contract and provide the Performance Security (if required) within the time specified in the Letter of Acceptance.
- 8.9 If the Consultant withdraws or modifies its Proposal during the validity period, fails to sign the Contract when required, or fails to furnish the Performance Security (if required), the Client shall:
- (a) where a monetary Bid Security was submitted, forfeit the Bid Security; or
  - (b) where a Bid Securing Declaration was submitted, report the breach to the Public Procurement Regulatory Authority and, the Pakistan Engineering Council and may recommend suspension or debarment for a period of up to two (2) years in accordance with Rule 19 of the Public Procurement Rules, 2004.
- 8.10 Proposals that do not include either a valid Bid Security or a valid Bid Securing Declaration (as specified in the PDS) shall be rejected as non-responsive.
- Modification and Withdrawal
- 8.11 Prior to the Proposal Submission Deadline, a Consultant may modify, replace, or withdraw its Proposal through EPADS. The latest version uploaded before the deadline shall be treated as the final Proposal. No modification or withdrawal is permitted after the Proposal Submission Deadline.
- Opening of Technical Proposals
- 8.12 Technical Proposals shall be opened in public by the Client at the date, time and venue stated in the PDS. Consultants are encouraged to attend the opening session.
- 8.13 The Client shall prepare an opening record indicating the names of Consultants and confirming timely receipt of



Proposals.

- Opening of Financial Proposals 8.14 Financial Proposals of only those Consultants that meet the minimum qualifying Technical Score shall be opened at the date, time and venue notified to all qualified Consultants.
- 8.15 The results of the financial opening shall be recorded and signed by the Procurement Committee.
- System Failure Contingency 8.16 In case of a verified EPADS system failure preventing timely submission or opening, the Client shall extend the submission deadline and publish the revised date and time on EPADS. Proposals successfully uploaded prior to such failure shall remain valid and encrypted until opening.

**9. Proposal Evaluation**

- 9.1 From the time Proposals are opened to the time the Contract is awarded, Consultants may not contact the Client on any matter related to its Technical Proposal or Financial Proposal. Any effort by a Consultant to influence the Client or the Evaluation Committee in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant's Proposal.

Evaluation of Technical Proposals

- 9.2 The Procurement Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the **Terms of Reference (TOR)**, applying the evaluation criteria, sub-criteria, and point system specified in Section 3. 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 **PDS**.

Financial Proposals

- 9.3 Upon completion of the Technical Evaluation, the Client shall publish the Technical Evaluation Report and select the technically qualified Consultants on the EPADS. Financial Proposals of non-qualified Consultants shall remain securely locked in EPADS and will not be opened.
- 9.4 Qualified Consultants will be invited for the Financial Proposal opening. At the scheduled time, the Client shall open the Financial Proposals of qualified Consultants in public session, and read aloud each Consultant's Technical Score and Total Proposal Price (Form FIN-1). The opening record shall be signed by the Procurement Committee and uploaded to EPADS for all participants to view.
- 9.5 The Procurement Committee shall correct any arithmetic errors in accordance with the Instructions to Consultants. In case of a discrepancy between amounts in words and figures, the amount in words shall prevail. Items described in the Technical Proposal but not priced shall be deemed included in other prices. No adjustment shall be made where quantities differ between Technical and Financial Proposals.

- 9.6 In accordance with Regulation 3(b) of the PPRA Procurement of Consultancy Services Regulations, 2010, Proposals shall be evaluated under the Quality and Cost Based Selection (QCBS) method. After opening the Financial Proposals, the lowest evaluated price (Fm) shall receive the maximum financial score (Sf) of 100. The financial scores of other Proposals shall be computed proportionally as specified in Section 3: Qualification and Evaluation Criteria. Combined scores shall be calculated using the weights assigned to Technical (T) and Financial (P) Proposals ( $T + P = 1$ ) as indicated in Section 3. The Consultant with the highest combined score shall be invited for technical negotiations in accordance with the ITC.
- Tie-Breaker Rule 9.7 If two or more Proposals obtain the same combined score, the following sequence will be applied: (i) higher Technical Score; (ii) lower evaluated price.
- 10. Negotiations**
- 10.1 In accordance with Rule 10 of the PPRA Consultancy Services Regulations, 2010, the Client shall invite the highest ranked Consultant for contract negotiations. Prior to negotiations, the Consultant shall confirm the availability of all Key Professional Personnel named in its Technical Proposal and provide written authority for its representatives to negotiate and conclude the Contract. Failure to confirm personnel may result in negotiations being offered to the next ranked Consultant.
- 10.2 Negotiations shall be strictly limited to technical matters, including the approach and methodology, work plan, staffing schedule, logistics, and finalization of the Terms of Reference, which will be incorporated into the Contract as the Description of Services. The Client shall prepare and sign minutes of the negotiations together with the Consultant.
- 10.3 Pursuant to Rule 40 of the PPRA Rules, 2004, financial negotiations including rates, remuneration, and payment schedules are strictly prohibited; the Financial Proposal as submitted shall remain final and binding.
- Availability of Professional Staff / Experts 10.4 Key Professional Personnel named in the Technical Proposal are expected to be available for the assignment. Substitution shall not be permitted except in cases of death, medical incapacity, or unavoidable delay in the procurement process and must be approved by the Client. Any substitute shall have equal or better qualifications and experience. If it is established that personnel were proposed without confirming their availability, the Client may disqualify the Consultant.
- Conclusion of the Negotiations 10.5 Negotiations will conclude with review and initialling of the draft Contract and Appendices. If negotiations fail, the Client may invite the Consultant with the next highest combined score to negotiate a Contract.



11. **Award of Contract**
- 11.1 Following the satisfactory completion of negotiations, the Contract shall be awarded. The award of Contract shall be notified to all Consultants who had submitted Proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.
- 11.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **PDS**.
12. **Confidentiality**
- 12.1 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 Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may subject the Consultant to the provisions of the Government of Pakistan's antifraud and corruption policies.



## Section 2 Proposal Data Sheet

ITC 2.3 The Name of the assignment is: Engineering Consultancy Services for “Construction of ATC Training Complex at CATI Hyderabad”

ITC 2.4 A Pre-Proposal Meeting will be held at \_\_\_\_\_ [TIME] on \_\_\_\_\_ [Date and Location]. Attendance is strongly advised for all prospective Consultants or their representatives but is not mandatory.

ITC 2.5 The PAA will provide the following inputs and facilities:  
 1. Access to site.  
 2. Land / Revenue maps of the available land (if available).

ITC 5.4 Proposals must remain valid for one hundred and twenty (120) days after the latest deadline for the submission of Proposals specified on EPADS.

ITC 6.1 Clarifications may be requested by means of written communication by mail, e-mail, facsimile not later than seven (07) days before the deadline for submission of the Proposals, so that responses can be issued to all Consultants not later than three (03) days prior to the deadline for submission of Proposals.

The address for requesting clarifications is:

**Divisional Engineer Civil,**  
 Civil Aviation Training Institute, Hyderabad

Email: sahito@paa.gov.pk

Phone: 022-9260334

ITC 7.3 (a) Consultants who participate in the bidding process shall not associate with other participating Consultants.

ITC 7.3 (b) The estimated number of person-months for Key Professional Personnel envisaged to execute the assignment are as follows:

Key Position	Role / Contribution	Indicative Person-Months (PM)
Project Manager (Team Leader)	Overall project management, client interface, QA/QC, reporting, risk management	24 PM
Lead Architect	Concept drawings, design development, site queries, inspection of finishes	17 PM
Structural Engineer	Structural design, peer review, shop drawing approvals, key site visits	10 PM
Traffic / Pavement Engineer	Design of ingress and egress / access roads, parking, signage, pavement structure, shop drawing approvals, key site visits	1 PM



MEP Engineer(s)	Design of electrical, mechanical, plumbing, commissioning support	14 PM
Interior Designer	Interior designs, lighting design, furniture design, flooring design, ceiling design, wall designs etc.	4 PM
HVAC Specialist	Load calculations, equipment selection, commissioning verification	3 PM
Fire & Life Safety Specialist	Fire strategy, drawings, NOC liaison, inspection of installations	1 PM
ICT / ELV Engineer	Data, telecom, security system design, testing & commissioning	3 PM
Quantity Surveyor / Cost Engineer	Cost estimates, BOQs, bid evaluation, variation orders, payment certification	14 PM
Resident Engineer (RE)	Lead construction supervision, daily site management, contractor coordination	12 PM
Civil Site Inspectors (2)	Day-to-day supervision of civil works, QA/QC documentation	24 PM (2 × 12)
MEP Inspector	Supervision of MEP works, witnessing tests, commissioning	12 PM
Environmental Specialist	IEE/EIA preparation, monitoring, compliance reports	1 PM
Economist / Financial Analyst	Feasibility study, economic appraisal, cash flow modelling	1 PM
Procurement and Contracts Specialist	Contract documentation, tendering process, procurement strategies.	5 PM
HSE Specialist	Preparation and enforcement of HSE plans during design and supervision phases.	5 PM
Document Control / BIM Manager	3D BIM models, detailed drawings, document control, project records management, correspondence, drawings' logs.	12 PM

Total Key Personnel Person-Months  $\approx$  163 PM (for a 12-month construction, commissioning and 12-month DLP duration + 05-month design and procurement phases)

ITC 7.6 The total price in form FIN-2 shall be inclusive of all expenses (excluding Provincial Sales Tax on Services)

ITC 8.2 The Consultant shall provide within the Technical Proposal a nomination letter duly nominating its authorized representative for signing the Technical and Financial Proposals.

ITC 8.7 Bid Securing Declaration is required:  
Form: FIN-5 Bid Securing Declaration  
Validity: Must remain valid for the Proposal Validity Period + 28 days

ITC 8.12 Date, time and venue for opening of the Proposals shall be as specified on EPADS.

ITC 9.2 The minimum technical score  $S_t$  required to pass is 70 out of 100 possible points.

ITC 9.6

**1. Definitions:**

- St = Technical score awarded to the Proposal (0–100).

- Sf = Financial score (0–100) computed as  $Sf = 100 \times (\text{lowest price} / \text{proposal price})$ .

- Weight\_T = 0.80 (80%); Weight\_F = 0.20 (20%).

**2. Combined score (Grand Total, GT) shall be computed as:**

$GT = (\text{Weight}_T \times St) + (\text{Weight}_F \times Sf)$ .

ITC 10.1

The expected date for Contract negotiations is fourteen (14) days after the opening of the Financial Proposals and will be held at the Office of Divisional Engineer Civil, Hyderabad Airport.

ITC 11.2

The date for commencement of the Services is fourteen (14) days after the effective date of the Contract and the location is Civil Aviation Training Institute, Hyderabad Airport.



## Section 3 Qualification and Evaluation Criteria

### 3.1 Evaluation Criteria

#### A – Financial Capacity of the Consultant

For financial capacity and soundness of the Consultant, audited financial statements by certified Chartered Accounting Firm for last three financial years (i.e. 2022, 2023 & 2024) shall be submitted. (Form TECH-2) The Consultant shall also submit Bank Certificate confirming its financial soundness of the firm(s).

In case of a Joint Venture, only lead Member is required to meet the given criteria of financial soundness.

Marks shall be awarded on the basis of the following criteria:

Criteria, sub-criteria for assessment of Financial Soundness.	Points
<p>[1] <b>Average Annual Turnover of the Consultant</b> Average Annual turnover for the last three financial years. (In case of Joint Venture, the above information is required for lead member of JV only) Form TECH-2 shall be filled in this regard. [2.5 marks if average annual turnover of last three financial years is PKR 100 Million or above.] [For average turnover of less than PKR 100 million, marks shall be awarded as per following formula: <math>(A \times 2.5 / 100)</math>, where 'A' is average annual turnover in Million]</p>	2.5
<p>[2] <b>Average Annual Working Capital</b> Average Annual Working Capital for the last three financial years. (In case of Joint Venture, the above information is required for lead member of JV only) Form TECH-2 shall be filled in this regard. [2.5 marks if average working capital of last three financial years is PKR 20 Million or above] [For average working capital of less than PKR 20 million, marks shall be awarded as per following formula: <math>(A \times 2.5 / 20)</math>, where 'A' is average annual working capital in Million]</p>	2.5
<p>[3] <b>Average Annual Operating Cash Flow</b> Average Annual Operating Cash Flow (OCF) for the last three financial years. (In case of Joint Venture, the above information is required for lead member of JV only) Form TECH-2 shall be filled in this regard. [2.5 Marks if average Operating Cash Flow Ratio is greater than or equals to 1.5 times of Monthly Estimated Expenditure of Procuring Agency for the project/task] [For average Operating Cash Flow Ratio is less than 1.5 times of Monthly Estimated Expenditure of Procuring Agency for the project/task, marks shall be awarded as per the given formula: <math>(A \times 2.5 / 1.5)</math>, where 'A' is the average OCF Ratio of the Consultant]</p>	2.5
<p>[4] <b>Average Annual Free Cash Flow</b> Average Annual Free Cash Flow for the last three Financial Years (In case of Joint Venture, the above information is required for lead member of JV only) Form TECH-2 shall be filled in this regard. [2.5 Marks if average Free Cash Flow Ratio is greater than or equals to 1.5 times of Monthly Estimated Expenditure of Procuring Agency for the project/task]</p>	2.5

[For average Free Cash Flow Ratio is less than 1.5 times of Monthly Estimated Expenditure of Procuring Agency for the project/task, marks shall be awarded as per the given formula: $(A \times 2.5 / 1.5)$ , where 'A' is the average FCF ratio of the participant]	
<b>Total Points for this criterion – 'A'</b>	<b>10</b>

**B – Experience of the Consultant**

Marks shall be awarded based on the following criteria for evaluation of the experience of the Consultant.

**Note:** For Consultant's experience, either independent or as a lead member in JV, Project Completion Certificate or Contract Agreement of respective project is mandatory indicating project cost & Consultancy Cost. No marks shall be awarded if Completion Certificate or Contract Agreement indicating cost of project cost & Consultancy is not attached with Form TECH-4.

<b>Criteria, sub-criteria for assessment of Experience</b>	<b>Points</b>
<p>[5] <b>Experience of Engineering Consultancy Services in General</b></p> <p>General Experience of all types* of consultancy services in the last five (05) years for projects having a minimum completion cost of Rs. 1,000 Million.</p> <p>*All types include detailed engineering design, estimation, preparation of PC-I, tender documents, &amp; site supervision of civil works in accordance with applicable construction codes in Pakistan.</p> <p>[Four (04) marks shall be awarded for each <b>successfully completed project.</b>]</p>	<b>20</b>
<p>[6] <b>Experience of Large-Scale Educational Building Construction Projects</b></p> <p>Specific Experience of consultancy services for Building large-scale Academic/Training Institution Projects in the last 10 years for having a minimum completion cost of Rs. 1,000 Million.</p> <p>[Four (04) marks shall be awarded for each <b>successfully completed project.</b>]</p>	<b>20</b>
<b>Total Points for this criterion – 'B'</b>	<b>40</b>

**C – Project Methodology**

Marks shall be awarded based on the following criteria for exhibiting proper work methodology to be adopted for the provision of services.

<b>Criteria, sub-criteria for assessment of Project Methodology</b>	<b>Points</b>
<p>[1] <b>Understanding of Objectives</b></p> <p>Familiarization with the project objectives is of paramount importance considering the nature of the project. Form TECH-5 shall be filled in this regard.</p>	<b>02</b>
<p>[2] <b>Quality of Methodology with respect to Familiarization Reports</b></p> <p>A site familiarization report will be an added advantage, as it is important in showing the Consultant's interest for the project. The Consultant should also demonstrate its familiarization with relevant applicable Engineering Standards.</p>	<b>04</b>

[3] <b>Innovativeness, Work Programme, and Proposal Presentation</b> Form TECH-5 shall be filled in this regard.	<b>04</b>
<b>Total Points for this criterion – ‘C’</b>	<b>10</b>

**D – Personnel Capabilities**

Marks shall be awarded on the basis of qualification and experience of the staff. No marks shall be awarded if Forms TECH-6, TECH-7 & TECH-8 are not filled. The following key experts shall be evaluated:

<b>Criteria, sub-criteria for assessment of Personnel Capabilities</b>	<b>Points</b>
[1] <b>Project Manager / Team Leader (01 No.)</b> 02 marks for Master of Civil Engineering / Engineering Management having minimum 20 years of relevant* experience. [For every additional 05 years’ of experience 01 mark shall be awarded] *Relevant experience means overall experience of civil works projects as an engineer/ manager/ assistant manager etc.	04
[2] <b>Lead Architect (01 No.)</b> <b>Nominated Architect must be a Partner at a renowned Architectural Firm with at least one design nomination for a reputable Architectural Award at his / her credit in last 10 years.</b> 07 marks for Architect having minimum 15 years of relevant experience. [For every additional 05 years’ of experience 01 mark shall be awarded]	10
[3] <b>Structural Engineer (01 No.)</b> 02 marks for Master of Civil Engineering (Structures) having minimum 15 years of relevant experience. [For every additional 05 years’ of experience 01 mark shall be awarded]	04
[4] <b>MEP Engineer (01 No.)</b> 04 marks for Bachelor of Electrical, Mechanical or Mechatronic Engineering having minimum 15 years of relevant experience. [For every additional 05 years’ of experience 01 mark shall be awarded]	06
[5] <b>Interior Designer (01 No.)</b> 04 marks for Bachelor of Architecture / Interior Design having minimum 10 years of relevant experience. [For every additional 05 years’ of experience 01 mark shall be awarded]	06
[6] <b>Quantity Surveyor / Cost Control Engineer (01 No.)</b> 02 marks for Bachelor of Civil Engineering having minimum 10 years of relevant experience. [01 mark shall be awarded for proven experience of working on FIDIC based project]	03

[7]	<b>Resident Engineer (Civil) (01 No.)</b> 03 marks for Bachelor of Civil Engineering having minimum 10 years of relevant experience. [For additional 05 years' of experience 01 mark shall be awarded] <i>Must be registered with PEC as Professional Engineer. Nil marks shall be given if the criteria is not fulfilled.</i>	04
[8]	<b>Other Specialists (ICT, Traffic Engineer, Landscape)</b> 01 mark shall be awarded for each relevant nomination with minimum 05 years' of experience each.	03
<b>Total Points for this criterion – 'D'</b>		<b>40</b>

### 3.2 Qualification Criteria

Qualification will be based on Consultant's meeting the following qualification criteria regarding their Financial Capacity of the Consultant, Experience record, proposed methodology, personnel capabilities and other relevant information as demonstrated by the Consultant's response to this RFP.

Qualification criteria as mentioned below is applicable for applicants:

Sub-Category	Description	Marks
A	Financial Capacity of the Consultant	10
B	Experience of the Consultant	40
C	Project Methodology	10
D	Personnel Capabilities	40
<b>Total</b>		<b>100</b>

Marks shall only be given if the Forms are filled as per instructions given in this Document. No compromise shall be made on minimum requirement of 40% marks in each Sub-Category (A, B, C, D).

The formula for determining the financial marks shall be as provided under PDS Clause ITC 9.6

**The Consultant achieving the highest combined technical and financial score (GT) will be awarded the Contract.**

## Section 4 Technical Proposal Forms

TECH-1	Technical Proposal Submission Form
TECH-2	Financial Capacity of the Consultant
TECH-3	Organization of the Consultant
TECH-4	Experience of the Consultant
TECH-5	Description of Approach, Methodology and Work Plan for Performing the Assignment
TECH-6	Team Composition, Task Assignments and Staffing Schedule
TECH-7	Work and Deliverables Schedule
TECH-8	Curriculum Vitae (CV) of Proposed Key Professional Personnel

**Note:** Comments in brackets on the following pages serve to provide guidance for the preparation of the Technical Proposal and therefore should not appear on the Technical Proposal to be submitted.



## Form TECH-1. Technical Proposal Submission Form

[Location, Date]

To,

**Divisional Engineer Civil,**  
Civil Aviation Training Institute,  
Hyderabad Airport  
Email: sahito@paa.gov.pk

Dear Sir / Madam,

We, the undersigned, offer to provide the consulting services for the above-mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Proposal.

We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal, each sealed in separate and clearly marked envelope/parcel.

We are submitting our Proposal in association with:

**[Insert a list with full name and address of each Associated Consultant].\***

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.

We are attaching herewith information to support our eligibility in accordance with Section 3 of the RFP.

If negotiations are held during the initial period of validity of the Proposal, we undertake to negotiate on the basis of the nominated Key Professional Personnel.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations, and we undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in this RFP.

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

Yours sincerely,

Authorized Signatory

Name and title of Signatory

Name of Consultant

Address of Consultant

### Annexes:

- (1) Power of Attorney demonstrating that the person signing has been duly authorized to sign the Proposal on behalf of the Consultant and its associates;
- (2) Letter(s) of Incorporation (or other documents indicating legal status); and
- (3) Joint Venture or Association Agreements (if applicable, but without showing any Financial Proposal information).

\*Delete in case no association is foreseen.]



## Form TECH-2. Financial Capacity of the Consultant

[The Consultant's financial capacity to mobilize and sustain the Services is imperative. In the Proposal, the Consultant is required to provide information on its financial status. This requirement can be met by submission of the audited financial statements for the last three (3) years (i.e. 2022, 2023, 2024) by authorized Chartered Accounting firm.

If the Proposal is submitted by a joint venture, only the Lead Member of the joint venture is required to submit their financial statements. The reports should be submitted in the order of the associate's significance in the joint venture, greatest to least.

Additionally, the following financial data form shall be filled out for the Consultant and all named associates, *and any other information necessary to verify the Annual Turnover and Working Capital of the Consultant.* The Client reserves the right to request additional information about the financial capacity of the Consultant. A Consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required Services may be disqualified.]

Financial Information (PKR)	Historical information for the previous three (3) years (most recent to oldest or equivalence in (PKR)		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Information from Cash Flow Statement			
(7) Net Cash Flow from Operating Activities (OCF)			
Free Cashflow (7) – (8)			
Derived Indicators			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

**[Provide information on current or past litigation or arbitration over the last five (05) years as shown in the form below.]\***

Litigation or arbitration in the last ten (10) years: No: \_\_\_\_\_ Yes: \_\_\_\_\_ (See below).

Year	Matter in Dispute	Value of Award Against Consultant in PKR Equivalent

\*This information will be required only if the value of the procurement is over 20 million PKR.



### **Form TECH-3. Organization of the Consultant**

[Provide a brief description of the background and organization of your firm/entity and of each associate for this assignment. Include the organization chart (organogram) of your firm/entity. The Proposal must demonstrate that the Consultant has the organizational capability and experience to provide the necessary administrative and technical support to the Consultant's Project Team in country. The Proposal shall further demonstrate that the Consultant has the capacity to field and provide experienced replacement Personnel at short notice. Further, the Consultant must nominate a home-office project director who would manage the contract on behalf of the Consultant, if awarded, and submit his/her CV (using Form TECH-8).

**Maximum 5 pages**, not counting the CV of home-office project director]



### Form TECH-4. Experience of the Consultant

[Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted either individually 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 the Terms of Reference included in this RFP. The Proposal must demonstrate that the Consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.

**Maximum 20 pages]**

Assignment name:	Approx. value of the contract (in current PKR):
Country: Location within country:	Duration of assignment (months):
Name of Client Name of Contractor	Total No. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current PKR):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of proposed 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:	

Name of Firm: \_\_\_\_\_

## **Form TECH-5. Description of Approach, Methodology and Work Plan for Performing the Assignment**

**[In this section, the Consultant should provide a comprehensive description of how it will provide the required Services in accordance with the Terms of Reference (TOR) included in this RFP. Information provided must be sufficient to convey to the Evaluation Committee that the Consultant has an understanding of the challenges in performing the required Services and that it has an approach, methodology and work plan to overcome those challenges.**

Your Technical Proposal should be divided into the following three (3) 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 problems being 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 and Deliverables Schedule of Form TECH-7.
- (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, and proposed technical and support staff.

**Maximum 20 pages, including charts and diagrams]**



### Form TECH-6. Team Composition, Task Assignments and Staffing Schedule

	Name of Personnel	Staff input (in the form of a bar chart)										Total staff-month input*		
		Position Assigned	Task Assigned		1	2	3	4	5	6	N	Home	Field	Total
1			[Home]											
			[Field]											
2			[Home]											
			[Field]											
n			[Home]											
			[Field]											
<b>Total</b>														

- (1) For Key Professional Personnel the input shall be indicated individually; for Non-Key Personnel (support staff) it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- (2) Months are counted from the start of the assignment. For each Personnel 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.

\* Fill the cell in dark for “Full time input” and/or in light for “Partial time input”.



**Form TECH-7. Work and Deliverables Schedule**

	Activity	Months											
		1	2	3	4	5	6	7	8	9	10	11	12
1													
3													
4													
N	And so on												
	<b>Deliverable</b>												
1													
2													
3													
N	And so on												

[Indicate all main activities of the assignment, including deliverables and other milestones, such as the Client approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. *See TOR for the full list of deliverables.* Above is a sample format (to be further completed by the Consultant based on the TOR requirements) that shall be used by the Consultant as an indicator of the proposed workload. The submission shall be evaluated as part of the Approach and Methodology.]

## Form TECH-8. Curriculum Vitae (CV) for Proposed Key Professional Personnel


Proposed Position	[only one candidate shall be nominated for each position]
Name of Firm	[Insert name of firm proposing the staff]
Name of Personnel	[Insert full name]
Date of Birth	[Insert birth date]                      Nationality    [Insert nationality]
Education	[Indicate only relevant educational qualification of staff member, giving name of institution, degree obtained, and date of obtainment].
Membership in Professional Associations	[** Insert name of the Professional Body and the valid registration number i.e. PEC, PCATP etc.]
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.] From [year]:                      To [year]: Employer: Position(s) held:
<b>Detailed Tasks Assigned</b>	[List all tasks to be performed under this assignment]
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 related to the Project]  Name of assignment or project: Year: Location: Client: Main project features: Position held: Activities performed:

### Certification:

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

I, the undersigned, hereby declare that I agree to participate with the [Consultant] in the above-mentioned Request for Proposal. I further declare that I am able and willing to work:

- (1) for the period(s) foreseen in the specific Terms of Reference attached to the above referenced Request for Proposal for the position for which my CV has been included in the offer of the Consultant and
- (2) within the implementation period of the specific contract.

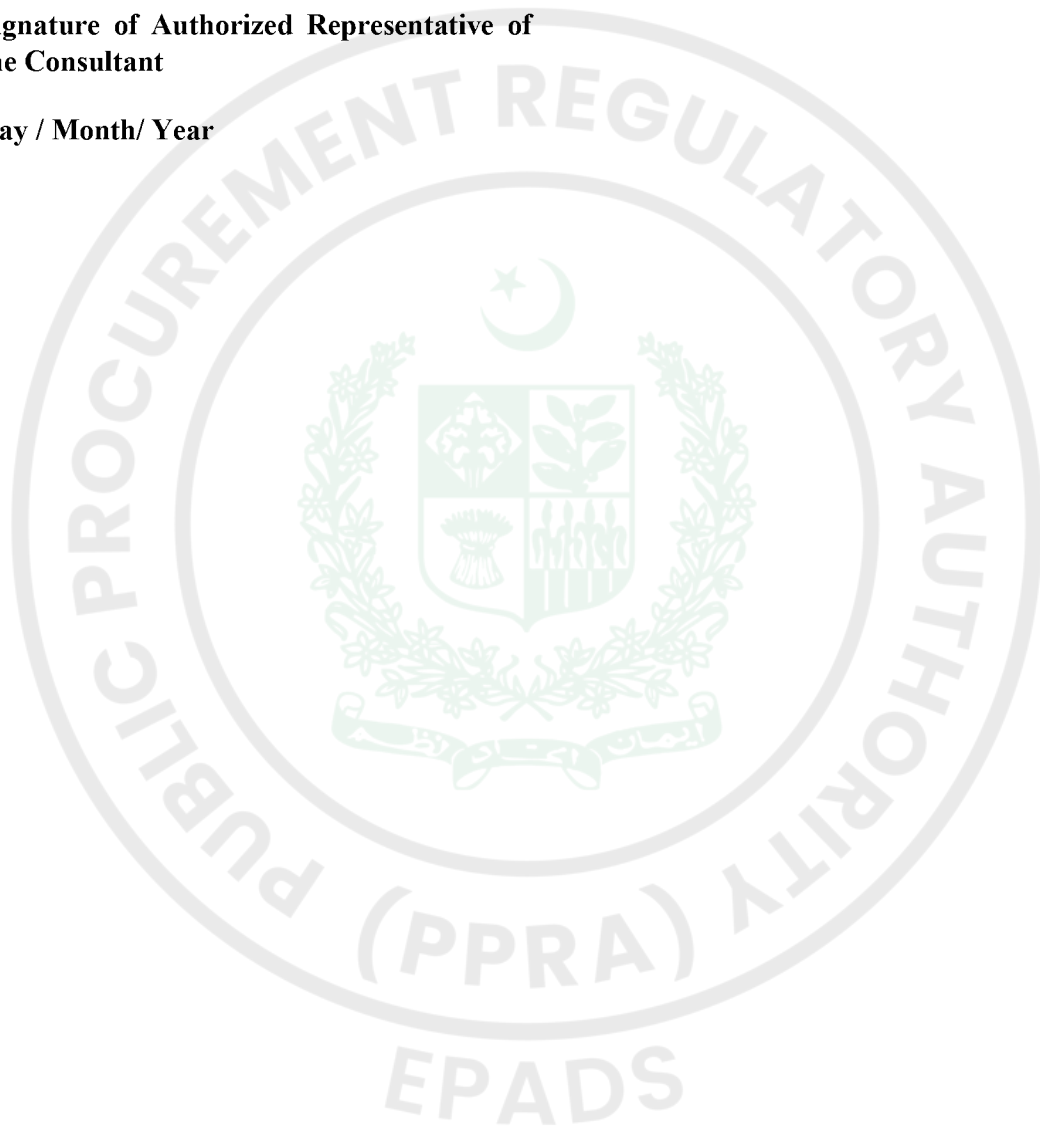
**Signature of Key Professional Personnel**  


If this form has NOT been signed by the Key Professional Personnel, then in signing below the authorized representative of the Consultant is making the following declaration.

“In due consideration of my signing herewith below, if the Key Professional Personnel has NOT signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement AND THAT I confirm that I have approached the said Key Professional Personnel and obtained his assurance that he will maintain his availability for this assignment if the Contract is agreed within the Proposal validity period provided for in the RFP.”

**Signature of Authorized Representative of  
the Consultant**

**Day / Month/ Year**



## Section 5 Financial Proposal Forms

[Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Sub-Clause 3.6 of Section 1: Instructions to Consultants.]

FIN-1 Financial Proposal Submission Form

FIN-2 Price Summary

FIN-3 Breakdown of Price by Activity

FIN-4 Breakdown of Price by Remuneration

FIN-5 Bid Securing Declaration

**Note:** Comments in brackets on the following pages serve to provide guidance for the preparation of the Financial Proposal and therefore should not appear on the Financial Proposals to be submitted.



**Form FIN-1. Financial Proposal Submission Form**

[Location, Date]

To:

**Divisional Engineer Civil,**  
Civil Aviation Training Institute,  
Hyderabad Airport  
Email: sahito@paa.gov.pk

Dear Sir / Madam,

We, the undersigned, offer to provide the consulting services for the above-mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the lump sum of [Insert amount(s)]\* in words and figures].

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, as indicated in Paragraph ITC 5.4 of the PDS.

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

Yours sincerely,

**Authorized Signatory**

**Name and title of Signatory**

**Name of Consultant(s)**

---

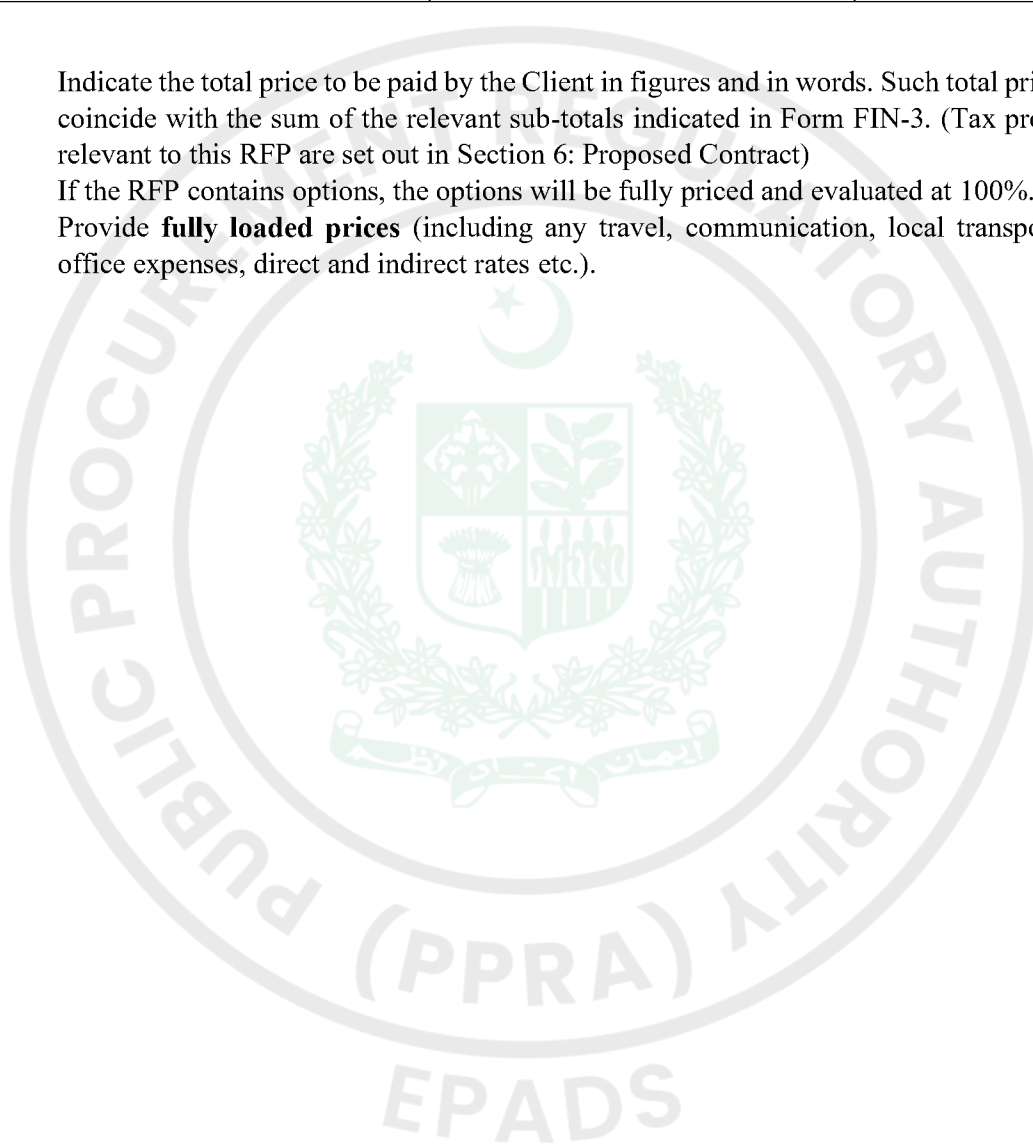
\*Amount must coincide with the ones indicated under total price of Form FIN-2.



**Form FIN-2. Price Summary**

	Price	
	In Words	In Figures
Total Price of Financial Proposal		

1. Indicate the total price to be paid by the Client in figures and in words. Such total price must coincide with the sum of the relevant sub-totals indicated in Form FIN-3. (Tax provisions relevant to this RFP are set out in Section 6: Proposed Contract)
2. If the RFP contains options, the options will be fully priced and evaluated at 100%.
3. Provide **fully loaded prices** (including any travel, communication, local transportation, office expenses, direct and indirect rates etc.).



*Qam*

### Form FIN-3. Breakdown of Price by Activity

[Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client and/or for the purpose of verification of the market reasonableness of the prices offered. Please complete for each phase.]

Group of Activities by Phase <sup>1</sup>	Description <sup>2</sup>	
	Price <sup>3</sup>	
	In Words	In Figures
Total		

**Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. Include base and option years.**

- (1) Names of activities (phase) should be the same as or correspond to the ones indicated in the second column of Form TECH-7.
- (2) A short description of the activities whose price breakdown is provided in this Form.
- (3) Provide fully loaded prices (including any travel, communications, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit).

### Form FIN-4. Breakdown of Remuneration

[Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the Consultant for possible additional services requested by the Client.]

Name <sup>1</sup>	Position <sup>2</sup>	Person-Month Fully Loaded Rate <sup>3</sup>		
			In Words	In Figures
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		

**Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Form TECH- 6.**

- (1) Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
- (2) Positions of the Key Professional Personnel shall coincide with the ones indicated in Form TECH-6.
- (3) Indicate separately person-month rates for home and field work. Provide fully loaded prices (including international travel, communication, local transportation, office expenses, and shipment of personal effects, direct and indirect rates and profit).
- (4) See PDS 3.6 regarding expenses.



## Form FIN-5. Bid Securing Declaration

*[The Consultant shall fill in this Form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month and year)]*

To:

**Divisional Engineer Civil,**  
Hyderabad Airport, Pakistan Airports Authority

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Pakistan Airports Authority for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- (c) having been notified of the acceptance of our Proposal by the Pakistan Airports Authority during the period of Proposal Validity, (i) failure to sign the contract if required by Pakistan Airports Authority to do so or (ii) fail or refuse to furnish the Performance Security (if required) or to comply with any other condition precedent to signing the contract specified in the RFP Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Consultant, upon the earlier of (i) our receipt of your notification to us of the name of the successful Consultant; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Proposal for and on behalf of:  
*[insert complete name of Consultant]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*  
Corporate Seal (where appropriate)



## Section 6 Proposed Contract

### CONTRACT

**for the provision of Engineering Consultancy Services**

**for Construction of ATC Training Complex at CATI  
Hyderabad**

between

**Pakistan Airports Authority**

and

**[name of Consultant]**

Date:

2026



## TABLE OF CONTENTS

<b>I.</b>	<b>Agreement.....</b>	<b>38</b>
<b>II.</b>	<b>General Conditions of Contract.....</b>	<b>40</b>
<b>1.</b>	<b>General Provisions .....</b>	<b>40</b>
<b>2.</b>	<b>Commencement, Completion, Modification and Termination of Contract ....</b>	<b>41</b>
<b>3.</b>	<b>Obligations of the Consultant .....</b>	<b>46</b>
<b>4.</b>	<b>Consultant’s Personnel and Sub-Consultants .....</b>	<b>48</b>
<b>5.</b>	<b>Obligations of the Client.....</b>	<b>49</b>
<b>6.</b>	<b>Payments to the Consultant.....</b>	<b>50</b>
<b>7.</b>	<b>Settlement of Disputes.....</b>	<b>52</b>
<b>8.</b>	<b>Integrity Pact .....</b>	<b>52</b>
<b>III.</b>	<b>Special Conditions of Contract .....</b>	<b>54</b>
	<b>Appendix A – Description of Services .....</b>	<b>62</b>
	<b>Appendix B – Reporting Requirements .....</b>	<b>63</b>
	<b>Appendix C – Key Professional Personnel and Sub-Consultants.....</b>	<b>64</b>
	<b>Appendix D – Breakdown of Contract Price.....</b>	<b>65</b>
	<b>Appendix E – Services and Facilities to be Provided by the Client.....</b>	<b>66</b>
	<b>Appendix F – Additional Provisions.....</b>	<b>67</b>
	<b>Appendix G – Key Performance Indicators Framework .....</b>	<b>70</b>
	<b>Appendix H – Integrity Pact .....</b>	<b>73</b>



## I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Pakistan Airports Authority** (the “Client”), on the one part, and [full legal name of Consultant] (the “Consultant”), on the other part.

*[Note: If the Consultant consists of more than one entity, the following should be used]*

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Pakistan Airports Authority** (the “Client”), on the one part, and [full legal name of lead Consultant] (the “Consultant”) in [joint venture / association] with [list names of each joint venture entity], on the other part, each of which will be jointly and severally liable to the Client for all of the Consultant’s obligations under this Contract and is deemed to be included in any reference to the term “Consultant.”

WHEREAS,

- (a) The Client has requested the Consultant to provide certain consulting services as described in General Conditions of Contract and Appendix A to this Contract; and
- (b) The Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has 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 after incorporating addenda, if any, shall be deemed to form and be read and construed as part of this Contract, in the order of preference set forth below:
  - a) the General Conditions of Contract;
  - b) the Special Conditions of Contract;
  - c) the following Appendices:
    - Appendix A** : Description of the Services
    - Appendix B** : Reporting Requirements
    - Appendix C** : Key Personnel and Sub-Consultants
    - Appendix D** : Breakdown of Contract Price
    - Appendix E** : Services & Facilities to be Provided by the Client
    - Appendix F** : Additional Provisions
    - Appendix G** : Key Performance Indicators Framework
    - Appendix H**: Integrity Pact
- (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 and executed 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 indicated above.



(Witness)

For and on behalf of Client (**PAA**)

Signatures:

Signatures:

Name:

Name:

Title:

Title:

(Seal)

(Witness)

For and on behalf of Consultant

Signatures:

Signatures:

Name:

Name:

Title:

Title:

(Seal)

*[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the Members of the Consultant

[name of member]

---

[Authorized Representative]

[name of member]

---

[Authorized Representative]



## II. General Conditions of Contract

### 1. General Provisions

#### 1.1 Definitions

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

- (a) **“Applicable Law”** means the laws and any other instruments having the force of law in the **Islamic Republic of Pakistan**, as they may be issued and in force from time to time.
- (b) **“Contract”** means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract.
- (c) **“Contract Price”** means the price to be paid for the performance of the Services, in accordance with GC Clause 6.
- (d) **“Day”** means calendar day unless indicated otherwise.
- (e) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (f) **“GC”** means these General Conditions of Contract.
- (g) **“Foreign Currency”** means currency other than the currency of Islamic Republic of Pakistan.;
- (h) **“Local Currency”** means the currency of the Islamic Republic of Pakistan;
- (i) **“Member”** in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and **“Members”** means all of these entities;
- (j) **“Party”** means the Client or the Consultants, as the case may be, and **“Parties”** means both of them;
- (k) **“Personnel”** means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) **“SC”** means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) **“Services”** means the activities to be performed by the Consultant pursuant to this Contract, as described in Appendix A to this Contract.
- (n) **“Sub-Consultant”** means any entity to which the Consultant subcontracts any part of the Services in accordance with the provisions of Sub-Clause 3.6.
- (o) **“Third Party”** means any person or entity other than the Client, the Consultants or a Subconsultant; and



- (p) **“Project”** means the work specified in SC for which engineering consultancy services are desired.
- 1.2 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.
- 1.3 Language This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.
- 1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorised Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorised Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.
- 1.5 Location The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.
- 1.6 Authorised Representatives Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the Authorised Representatives specified in the SC.
- 1.7 Taxes and Duties Unless specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.
- 1.8 Leader of the Joint Venture In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfilment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

## 2. Commencement, Completion, Modification and Termination of Contract

- 2.1 Effectiveness of Contract This Contract shall come into force and effect on the date (the “Effective Date”) of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.
- 2.2 Termination of Contract If this Contract has not become effective within such time



- Contract for Failure to Become Effective period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.
- 2.3 Commencement of Services The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.
- 2.4 Expiration of Contract Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.  
The term "Completion of Services" is as specified in the SC.
- 2.5 Modification Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.
- 2.6 Extension of Time for Completion If the scope or duration of the Services is increased:
- (a) the Consultants shall inform the Client of the circumstances and probable effects;
  - (b) the increase shall be regarded as Additional Services; and
  - (c) the Client shall extend the time for Completion of the Services accordingly.
- 2.7 Force Majeure
- 2.7.1 Definition:
- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by

government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract:

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

2.7.3 Extension of Time:


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

2.7.4 Payments:

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

2.8 Suspension of Payments by the Client

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

 Termination

2.9.1 By the Client:

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

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

2.9.2 By the Consultant:

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

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



- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

### 2.9.3 Cessation of Services

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

### 2.9.4 Payment upon Termination

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

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

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

### 2.9.5 Disputes about Events of Termination

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



the terms of any resulting arbitral award.

### 3. Obligations of the Consultant

#### 3.1 General

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

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

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

#### 3.3 Confidentiality

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

#### 3.4 Liability of the Consultants

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

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

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

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para



above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total Contract Price for every year of keeping such cover effective.

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

- 3.5 Other Insurance to be Taken Out by the Consultant The Consultants (a) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.6 Consultants' Actions Requiring Client's Prior Approval The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
  - (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;
  - (c) any other action that may be specified in the SC.
- 3.7 Reporting Obligations The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.
- 3.8 Documents Prepared by the Consultants to be the Property of the Client All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of



such documents and software.

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

- 3.9 Equipment, and  
Materials  
Furnished by the  
Client

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

- 3.10 Accounting,  
Inspection and  
Auditing

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

- 3.11 Submission of  
Deliverables

A deliverable shall only be considered as "Submitted" if it is;  
(i) Received timely and properly in prescribed form;  
(ii) Approved by the Client.

#### **4. Consultant's Personnel and Sub-Consultants**

- 4.1 Description of  
Personnel

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

- 4.2 Removal and / or  
Replacement of  
Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has



reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.

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

## 5. Obligations of the Client

### 5.1 Assistance, Co-ordination and Approvals

#### 5.1.1 Assistance

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

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

#### 5.1.2 Co-ordination

The Client shall:



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

### 5.1.3 Approvals

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

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

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

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

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

## 6. Payments to the Consultant

6.1 Lump Sum Remuneration The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided



in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

- 6.2 Contract Price
- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.
  - (b) The SC shall specify the break-up of remuneration to be paid, respectively, in foreign and in local currencies.
- 6.3 Terms and Conditions of Payment
- Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.
- 6.4 Period of Payment
- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
  - (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty-six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.
- 6.5 Delayed Payments
- If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.
- 6.6 Additional Services
- Additional Services means:
- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
  - (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
  - (c) any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation,



such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendix D, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

6.7 Consultants' Entitlement to Suspend Services

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

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

**7. Settlement of Disputes**

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made thereunder and any statutory modifications thereto.

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

**8. Integrity Pact**

8.1 Violation of the Integrity Pact

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

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Subconsultant, agents or servants;



- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Subconsultant, agents or servants.

8.2 Payment upon Violation of Integrity Pact

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



### III. Special Conditions of Contract

Amendments of, and Supplements to, Clauses in the General Conditions of Contract of this Contract

1.1 Definitions

*The following shall be appended as GC 1.1(q) to (t):*

- (q) "Change in Law" means the occurrence, after the date of this Contract, of any of the following events: (a) the promulgation, modification, or repeal of any statute, law, regulation, ordinance, rule or by-law; (b) a change in national taxation or social security contribution applicable to the Consultant; or (c) the issuance of a legally binding judgment, decree or order that changes the Parties' statutory rights or obligations.
- (r) "Project" means "Construction of ATC Training Complex at CATI Hyderabad", including Planning, Design & Supervision" as described in Appendix A.
- (s) "Tax" and "Taxes" means all taxes, levies, imposts, duties, fees, deductions, charges, or withholdings imposed by any Federal, Provincial (excluding Provincial Sales Tax on Services), or Local Government authority, including any interest, penalties, or additions thereto.
- (t) "Completion of Services" means satisfactory performance of services as described in Appendix A & B to this Contract.

1.6 Authorised Representatives

The Authorised Representatives are the following:  
For the Client:

**Divisional Engineer Civil,**  
Civil Aviation Training Institute, Hyderabad Airport.  
Phone: 022-9260334  
Email: sahito@paa.gov.pk

For the Consultants:

[Name of Project Manager]  
[Address]  
Telephone:  
Email:

1.8 Leader of the Joint Venture

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

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

2.1 Effectiveness of the Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.



- 2.2 Termination of Contract for Failure to Become Effective The time period shall be sixty (60) days, or such other period as the Parties may agree in writing.
- 2.3 Commencement of Services The Consultants shall commence the Services within fourteen (14) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.
- 2.4 Expiration of Contract The period of completion of Services shall be:  
**For Phases 0 to 4:** [As per Indicative Time Schedule in Section-6 – Terms of Reference from the date of Commencement of the Services] and;  
**For Phases 5 to 7:** The period of completion of Construction Site Supervision Services is expected to last 365 (Three Hundred Sixty-Five) calendar days from the date of Commencement of the Construction Works or such other period as the Parties may agree in writing. No additional fee shall be payable to the Consultant for supervision services arising from extensions of time caused by the Works Contractor's default or for delays attributable to the Consultant's own actions or omissions.  
The total duration of services (including during the DLP post-construction) shall be approximately 30 Months
- 2.7 Force Majeure *The following shall be appended as GC 2.7.1(d);*  
(d) Force Majeure shall not include pandemic related lockdowns imposed by the Federal or Provincial Governments.  
*Subclause 2.7.4 is deleted and replaced with the following text.*  
**Temporary Suspension during Force Majeure events:**  
As soon as possible upon the occurrence of a Force Majeure event (but not later than fifteen days after the occurrence), the Consultant shall provide the Client with a written notice of the occurrence of such Force Majeure. Each Party's obligations (other than an obligation to pay any amounts due to the other Party) shall be temporarily suspended during the occurrence of, and for the entire duration of, a Force Majeure event to the extent that such an event prevents the Consultant from performing its obligations under this Contract. At the conclusion of the Force Majeure event, the Consultant shall resume its services under the Contract, and shall give to the Client a notice to that effect.  
During the period of a Force Majeure event, the Consultant shall not be entitled to continue to be paid under the terms of this Contract. Also, the Consultant shall not claim reimbursement for additional costs incurred by it during such period and in resuming the Services after the end of such period.
- 2.9.1 Termination by the Client *The following shall be appended as GC 2.9.1(g) and (h):*  
(g) If the Client determines that the Consultant has been or is engaged / involved in corrupt and / or fraudulent practices, as per GC 3.2 hereof, or as defined in PPRA Rule 2(f);



- (h) The Client shall have no liability to Consultant for any loss of profit, loss of Contracts and the loss which Consultant may suffer as a result of the termination of this Contract howsoever arising.

2.9.2 Termination by the Consultant

*The subclause 2.9.2 (c) shall be replaced with the following text:*

- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than one-hundred and twenty (120) days;

2.13 Liquidated Damages

*Following subclause is added;*

In case of delay in Completion of Services in each stage as specified in Appendix-A to this Contract, liquidated damages at the rate of zero decimal-point one per cent (0.1%) per day of the total Contract Price, subject to a maximum of ten per cent (10%) of the total Contract Price shall be imposed and recovered by appropriation from the Retention Money of the Consultant or otherwise. However, in case of delays owing to reasons beyond the control of the Consultant as per clause 2.7, suitable extension of time shall be granted.

3.5 Insurance to be Taken out by the Consultants

The risks and the coverages shall be as follows:

- (a) Client's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (b) Professional Indemnity Insurance for twice the total Contract Price, for the complete duration of the project up till one year after the final completion of the project, in the name of Client shall be provided. The Consultant is to cover this cost in his overheads.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

- i) Issuing Variations Orders in respect of:
- additional items of Works as determined by the Engineer to be necessary for the execution of Works.
  - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
  - any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.



- iii) Details of any nominated sub-contracts.
  - iv) Any action under terms of Performance Guarantee or Insurance Policy.
  - v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
    - Adverse Physical Conditions and Artificial Obstructions
    - Suspension of Works
    - Bonus and Liquidated Damages
    - Certificate of Completion of Works
    - Defects Liability Certificate
    - Forfeiture
    - Special Risks
    - Frustration
  - vi) Final Measurement Statement
  - vii) Release of Retention Money
  - viii) Any change in the ratios of various currencies of payment.
- 3.8 Documents Prepared by the Consultants to be the Property of the Client  
The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.
- 5.1.2 Coordination  
The departments and agencies include User (Academic Function), E&M, IT, Electronics and other functions.
- 5.1.3 Approvals  
The Client shall accord approval of the documents immediately but not later than thirty (30) days from the date of their submission by the Consultant. If the Client fails to respond within the applicable period, the submission shall be deemed accepted for payment purposes only; the Consultant remains responsible for all errors and omissions.  
**Exception:** The Approval of PC-I from Competent Forum and any revision thereof will be obtained by the consultant in coordination with Client and the time limit shall not be applicable for the same.
- 6.1 Lump Sum Remuneration  
The amount of the lump sum fixed price contract is Rupees ..... (the "Contract Price").
- 6.2 Contract Price  
[All payments shall be made in Pakistani Rupees].  
The Contract Price amount in Pakistani Rupees.....
- 6.3 Terms and Conditions of Payment  
A lump sum amount in local currency against the Services referred under sub-clause 6.2 shall be paid to the Consultants for the Services to be completed within the period specified in SC 2.4. Payments shall be made according to the following schedule:

Milestone / Deliverable	Payment Trigger	% of Total Contract Price	Notes / Conditions
Mobilization & Inception	Submission and acceptance of Inception Report (I1)	1.5%	
Surveys & Investigations	Acceptance of Topographic Survey (S1) and Geotechnical Report (S2)	1.5%	All data to be in approved formats
Concept design development, review and approval	Acceptance of Concept Design by PAA (C1)	1.5%	All data to be in approved format.
Feasibility Study	Acceptance of Feasibility Report (F1)	1.5%	Payment conditional upon incorporation of Client comments and Go/No-Go decision
30% Design Package	Acceptance of 30% design (D1) and cost estimate	5%	Payment released after incorporation of comments
60% Design Package	Acceptance of 60% design (D2) and updated BOQs	5%	Must include design coordination workshop
100% Issued-for-Construction (IFC) Design Package	Approval of IFC drawings, BOQs, and Specs (D3)	10%	Condition: "Tender-Ready" status confirmed by Client
Tender Assistance	Completion of tender documents (P1) and process, issue of Evaluation Report (P2)	4%	Payment only after PPRA-compliant Evaluation Report submission and approval
Construction Supervision Mobilization	Mobilization of Resident Engineer, Inspectors, QS on site	5%	Payment only after Client approves mobilization report and staffing schedule
Construction Supervision Ongoing	Monthly Supervision Reports (C1) accepted	Prorata (up to 50%)	Payment based on % of construction progress achieved
Commissioning & Handover	Submission and acceptance of As-Built Drawings, O&M Manuals, Snag List closure, and Commissioning Certificates (H1, H2, H3)	2.5%	TOC issued
Post-Handover DLP Services	Final Acceptance Report (H4) and completion of DLP monitoring	2.5%	Payment released after confirmation that all defects rectified and retention released
Retention Payment	At Contract Close-Out & Approval of PC-IV	10%	Release after full compliance with contract

\* All Percentages are percentage of total Contract Price

As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the

Consultants shall submit their bill in duplicate to the Client. Supporting documents shall be submitted for reimbursable direct costs expenditure, if applicable.

*Note: The reports submitted under this Consultancy shall be reviewed and accepted by the Client solely for the purpose of processing payments, and such acceptance shall not be deemed to constitute approval or verification of their accuracy, completeness, or sufficiency. The Consultant shall remain solely and fully responsible for the adequacy, accuracy, correctness, and sufficiency of all such reports.*

- 6.4 Period of Payment No advance payments shall be made to the Consultant.
- 6.5 Delayed Payments Financing charges are as under:
- (i) for foreign currency [Not Applicable]
  - (ii) for local currency [Not Applicable]
- 6.8 Retention Money *Following subclauses are added;*
- 6.8.1 An amount equalling to ten per cent (10%) of the Contractor's bill shall be withheld as retention money from the payments of the Consultant.
- 6.8.2 The retention money shall be released upon a written request of the Consultant following the approval of project completion report (on PC-IV pro forma).
- 7.3 Arbitration Procedure All disputes shall be settled by arbitration in accordance with the following provisions:
1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:
    - (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to **Pakistan Engineering Council** for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, **Pakistan Engineering Council** shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.



- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by **Secretary Defence**.
- (c) If, in a dispute subject to SC Sub-Clause 7.2, 1(b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the **Secretary Defence** to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
2. Rules of Procedure. Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder and any statutory modifications thereto, as in force on the date of this Contract.
  3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
  4. Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 7.2 (1) shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute and will have no conflict of interest with either the Consultant or the Client.
  5. Costs. Upon the occurrence of a dispute, the Parties shall agree on the allocation of the costs associated with any settlement efforts before arbitration or associated with arbitration. Where the Parties fail to agree on the allocation, the allocation shall be determined by the arbitrator.
  6. Miscellaneous. In any arbitration proceeding under this Contract:
    - (a) proceedings shall, unless otherwise agreed by the Parties, be held in Karachi;
    - (b) the English language shall be the official language for all purposes; and
    - (c) the decision of the sole arbitrator or of a majority of the arbitrators shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

#### 9.1 Good Faith



The Consultants shall fulfill their obligations under this Contract using the best technical knowledge and according to the accepted professional standards, it shall exercise all reasonable skill, care and

diligence in the discharge of the duties to be performed and shall always act as the faithful advisor to and in the best interest of the employer.

The Consultants personnel shall at all times endeavor to observe and respect all laws, rules, regulations and customs prevailing within the Islamic Republic of Pakistan.

- 9.2 Indirect Financial Participation The Consultant shall throughout the Services not have nor permit its staff to have, any direct or indirect financial participation in procurement of construction contracts for the Work to be supervised under this Contract and shall ensure that no payments are accepted by it or its staff during currency of the Contract other than under this Contract. Any such act if proven through evidence shall construe as act of default and the Client may choose to pursue legal action against the Consultant or their staff.
- 9.3 Royalties The Consultant shall save harmless and indemnify the Client from and against all claims and proceedings for on account or infringement of any patent right, design trademark or name or other protected rights in respect to any patented designs features or equipment he may want to use for carrying out the services and shall pay all royalties thereto.
- 9.4 Provision of Expert Technical Advice The Consultant shall be prepared at any time during the project to provide expert technical advice and skill to the Client who may ask and need such assistance on any phase or specific feature of the Project. The Consultant will be separately compensated for all such services not covered in the original Services.



## IV. Appendices

### Appendix A – Description of Services

[To be finalized from Section 7 – Terms of Reference]



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## Appendix B – Reporting Requirements

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

[To be finalized from Section 7 – Terms of Reference]



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## Appendix C – Key Professional Personnel and Sub-Consultants

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



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## Appendix D – Breakdown of Contract Price

[Note: List here the monthly rates for the following, used to arrive at the breakdown of the Contract price]

This appendix will exclusively be used for determining remuneration for additional services.

1. (a) Monthly rates for local Personnel (Key Personnel and other Personnel);  
(b) Total Remuneration of staff (on the basis of monthly rates)
2. Contingencies, if any
3. Total = (1 + 2)

Notes:

A. *Elements of the salary costs and billing rates for the relevant salary grades shall also be included in this Appendix.*

B. *Estimate will include the following items as applicable:*

(1) *Remuneration, i.e. staff costs based on monthly billing rates of the staff, and contingencies if any, excluding adjustment of billing rates.*

(2) *Reimbursable direct non-salary costs, contingencies, if any, excluding adjustment of billing rates for the staff covered under direct costs.*

***Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.***

(3) *Payments in respect of any cost (i.e. total remuneration, and total reimbursable non-salary direct cost) which could exceed the estimates set forth in this Appendix may be chargeable to the contingency amounts provided for in the respective estimates, only if such costs are approved by the Client prior to being incurred].*



## **Appendix E – Services and Facilities to be Provided by the Client**

**Note:** List here the services, facilities and counterpart personnel to be made available to the Consultant by the Client.

**The Client shall make available the following Services and Facilities:**

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

- (a) Furnished bachelor accommodation (of reasonable condition and status) shall be provided during the Construction Site Supervision Phase at or near work-site through work Contractor.
- (b) On site transportation facility will be provided for work related movement only during the Construction Site Supervision Phase at or near work-site through work Contractor.
- (c) A site office with office equipment and monthly stationery supplies will be provided during the Construction Site Supervision Phase through work Contractor.
- (d) No rent will be charged for single status residences provided by the Client to the Personnel.

The reasonableness of the accommodation and other facilities shall be decided by the Client based on the designation and entitlement of the Consultant's personnel.



## **Appendix F – Additional Provisions**

Capitalized terms that are used but not defined in this Appendix shall have the meaning given to them in the GC.

The Client is responsible for the oversight and management of the implementation of this Contract.

### **1. Reports and Information**

The Consultant shall maintain such books and records and provide such reports, documents, data or other information to the Client in the manner and to the extent required by the Client from time to time in order to comply with its reporting requirements. Clients may freely use any information it receives in any report or document provided to it in any way that Client sees / deems fit.

The Consultant shall prepare and submit detailed fortnightly inspection reports (on the inspection pro forma approved by the Client) during the post-construction defects liability period of the Project.

### **2. Other Provisions**

The Consultant shall abide by such other terms or conditions as may be specified by the Client in connection with this Contract.

### **3. Completion of Services**

All the study outputs including primary data shall be compiled, classified and submitted by the Consultant to the Client in soft / digital form apart from the reports indicated in the Deliverables hereinbefore. The study outputs shall remain the property of the Client and shall not be used for any purpose other than that intended under these Terms of Reference without the permission of the Client. The Consultancy shall stand completed on acceptance by the Client of all the Deliverables of the Consultant and issuing of the Completion certificate to the work Contractor signed by the Consultant as well as the Client.

### **4. Intellectual Property Rights**

All documents, reports, designs, research work and all deliverables prepared by the Consultant shall become and remain the property of the Client.

Any future use of these documents and software by the Consultant shall not be done without permission of Client.

### **5. Extent of Consultant's Professional Liability**

If the project duration exceeds the stipulated period defined in the clause SC 2.4, then the Professional Liability of the Consultant shall continue until the approval of project completion report on PC-IV pro forma.

### **6. Records, Audit, Retention and Access**

The Consultant shall maintain complete, accurate, and auditable records (including accounts, correspondence, drawings, calculations, and supporting documents) relating to the Services. Such records shall be retained for at least three (03) years after Final Payment.



During this retention period, the Consultant shall, upon reasonable notice, provide the Client, its auditors, or any Government agency legally authorized for audit, full access to such records for inspection and copying.

The Consultant shall provide full assistance to the Client in responding to audit queries or proceedings, including those before the Departmental Accounts Committee (DAC) or Public Accounts Committee (PAC), limited to matters arising from the Services under this Contract.

## **7. Document Control, Formats and BIM Level (technical clarity)**

### **a) File formats**

1. Revit native model (version to be confirmed) — deliver both model and export to DWG 2020.
2. DWG 2020 for drawings; PDF for issued drawings.
3. BOQ in editable Excel format (one master file).
4. Calculation files (ETABS/SAFE/STAAD) saved natively + exported PDF.

b) **BIM Level:** Require BIM LOD 300 for design documentation and LOD 500 for as-built.

c) **Naming and version control:** Provide naming convention examples and require a revision history table in each deliverable.

## **8. Review Cycles and Turnaround Times**

Client shall provide consolidated comments within 14 calendar days for major submissions (30/60/100%). For routine submissions (shop drawings, submittals) the Client shall respond within 7 calendar days. Where the Client fails to respond within the specified period, the submission shall be deemed approved for procurement purposes only, unless the Client gives written notice to the contrary within three (3) additional days.

## **9. Change Control and Variations (process)**

During the Construction phase, the Consultant shall ensure that all changes must be recorded in a Change Request with scope, cost, and time impact. Consultant shall prepare detailed variation cost estimate, supported by rates in the BOQ or agreed man-hour rates for Client's approval. No work shall proceed on a variation without written approval by the Client.

## **10. Remedies for poor supervision or non-performance**

Repeated unapproved absence of Resident Engineer (more than 5 working days without written replacement) attracts a daily deduction equal to Rs. 25,000/- or replacement at Consultant's cost.

Consultant's poor performance (measured by KPIs) may trigger cure notice; persistent failure (after 30 days cure period) may lead to termination.



### **11. Personnel Substitution**

Key Personnel named in the Contract shall not be replaced without the prior written approval of the Client. If replacement is unavoidable, the Consultant shall propose a substitute with equal or superior qualifications and experience. The Client shall have 14 days to approve or reject the proposed substitute. Any replacement which results in an inferior technical capability shall be deemed a breach and may lead to evaluation of damages or termination.

### **12. Delays & remedies**

Consultant must notify Client within 7 days of any event likely to cause delay and propose mitigation. Extension of time (EOT) for Consultant deliverables will follow a written change process. Liquidated damages for Consultant's failure to meet critical design milestones may be applied.



## Appendix G – Key Performance Indicators Framework

### 1. Purpose

These KPIs shall be used by Client to measure the Consultant’s performance throughout the assignment, from feasibility study to the end of the Defects Liability Period (DLP). Measurement shall be **monthly**, and performance reports shall be shared with the Consultant. Where KPIs are linked to payments, Client reserves the right to apply deductions or withhold performance retention if thresholds are not met.

### 2. KPI Framework

KPI Category	Detailed KPI	Target / Threshold	Measurement / Evidence	Weight	Consequence of Non-Compliance
<b>1. Timeliness of Deliverables (20%)</b>	Inception Report	Submitted within 14 days of Commencement	Date-stamped submission	2%	Payment certification held until report received
	Surveys & Investigations	Completed by the scheduled week	Survey deliverables approved	2%	Late submission triggers LDs + consultant bears cost of resurvey
	Concept Design submission	Submission of 5 alternative designs as per the criteria by scheduled week	Concept designs accepted for review as per the criteria mentioned, date-stamped	2%	Late submission triggers LD
	Concept Design Review and Changes	Submission of revised concept design as per the comments/requirements mentioned within 14 days.  Maximum 5 resubmissions allowed	Submission of revised concept design, date stamped	2%	Late submission triggers LD  Payment milestone withheld until approved
	Feasibility Study	Submitted by the scheduled week, includes all stakeholder inputs	Date-stamped receipt, completeness checklist	2%	Same as above
	Design Packages (30/60/100%)	Each submission by scheduled week	Approved design submission logs	5%	Late submission triggers LDs + deduction from design milestone payment
	Tender Documents & Evaluation Report	Issued within agreed timeline	Tender issuance date, Evaluation Report approval date	2%	Withhold procurement assistance payment until compliant
	Monthly Reports	Submitted within 7 days of month-end	Report log	3%	Payment certification held until report received
<b>2. Quality of Design &amp; Documentation (20%)</b>	Code Compliance	100% compliance with NBCP, PEC, NFPA, IEC	Independent peer review report	5%	Consultant must revise at own cost
	Design Completeness	BOQs & Specs include 100% of scope, no missing items	Tender documents review	5%	Missing items to be added at Consultant cost

KPI Category	Detailed KPI	Target / Threshold	Measurement / Evidence	Weight	Consequence of Non-Compliance
	Design Errors Leading to VO/Claims	≤ 2 major avoidable errors	Variation register & claim log	5%	Deduction equal to additional cost caused by error
	Constructability & Maintainability Review	Incorporated in design	Minutes of review workshop	5%	Consultant must redesign at own cost if impracticalities found
<b>3. Procurement Assistance (10%)</b>	Tender Documentation	Clear, complete, PPRA-compliant	QA checklist	5%	Payment milestone withheld until approved
	Bid Responsiveness	≥ 70% technically responsive bids	BER data	5%	Consultant to review criteria if < 70%
<b>4. Construction Supervision &amp; QA/QC (30%)</b>	RE & Inspector Presence	≥ 95% attendance of deployed staff	Attendance logs, biometric record	10%	Deduction per absent day beyond allowable limit
	Inspection Turnaround	≤ 7 working days for shop drawings/submittals	Submittal register	5%	Escalation + fee deduction for critical delays
	Non-Conformance Closure	100% closure within agreed timeframe	NCR log	5%	Performance retention impacted if NCRs remain open >30 days
	QA/QC Testing Oversight	100% witnessing of critical tests	Test registers	5%	Warning + deduction if missed
	Safety Oversight	Weekly HSE audits, toolbox talks recorded	HSE log	5%	Written notice; repeat breach = deduction
<b>5. Financial &amp; Contract Administration (10%)</b>	Accuracy of IPCs	≤ 2% error margin after audit	Independent QS verification	5%	Correction at Consultant's cost
	Timely IPC Processing	≤ 10 days from Contractor's submission	IPC log	5%	Deduction from monthly supervision fee
<b>6. Commissioning &amp; Handover (5%)</b>	As-Built Drawings & O&M Manuals	Submitted before TOC	Handover checklist	3%	Withhold final milestone payment
	Snag List Clearance	Verified before TOC	Snag closure report	2%	Delay in TOC approval attributable to Consultant leads to penalty
<b>7. Reporting, Communication &amp; Risk Management (5%)</b>	Meeting Attendance	≥ 90% attendance at progress meetings	Attendance register	2%	Warning; repeat absence = fee deduction
	Risk Register Updates	Monthly update & mitigation tracking	Updated risk register	2%	Deduction if missing >2 cycles
	Escalation of Issues	Within 48 hrs of detection	Email/letter log	1%	Written warning; if loss caused, cost recovery possible

### 3. Performance Scoring & Payment Linkage

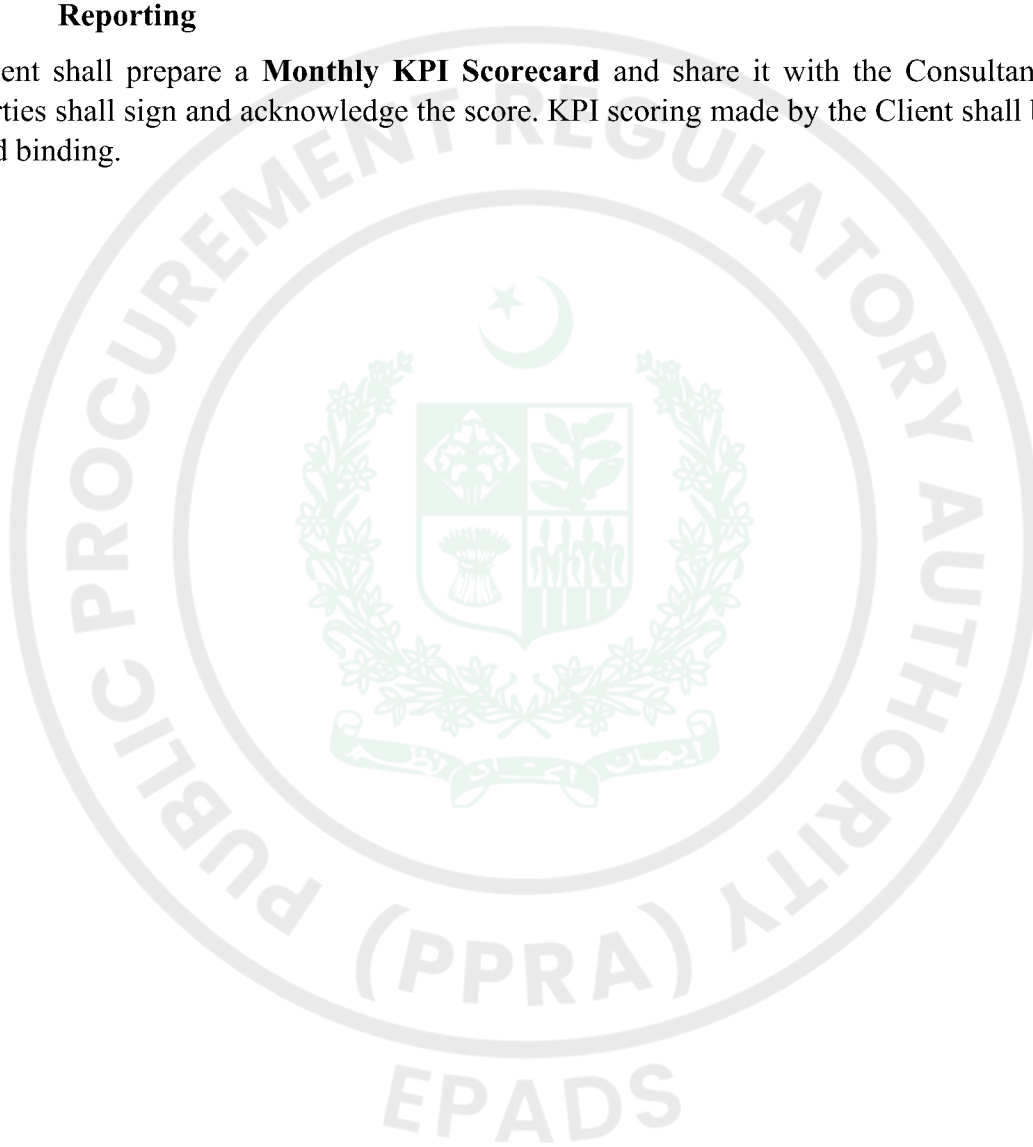
Monthly KPI Score = (Achieved Weighted Score / Total Possible Score) × 100

**Performance Retention:** Client may retain **5% of Consultant's total fee** as a performance retention, released upon achieving ≥ 85% average KPI score over project duration.

**Trigger for Corrective Action:** If KPI score falls below **70% for two consecutive months**, Consultant shall submit a **Corrective Action Plan**. Failure to recover KPI score within 3 months may trigger **termination for poor performance** under Contract Conditions.

### 4. Reporting

Client shall prepare a **Monthly KPI Scorecard** and share it with the Consultant. Both parties shall sign and acknowledge the score. KPI scoring made by the Client shall be final and binding.



### Appendix H – Integrity Pact

#### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH PKR. 10.00 MILLION OR MORE

Contract No.

Dated:

Contract Value (In Words & Figures):

**Contract Title:**

..... [name of Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, ..... [name of Consultant] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder’s fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form GoP, except that which has been expressly declared pursuant hereto.

..... [name of Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

..... [name of Consultant] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, ..... [name of Consultant] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kickback given by ..... [name of Consultant] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

PAA Representative:

Name of Consultant:

Signature:

Signature:

[Seal]

[Seal]



## Section 7 Terms of Reference

### 1. Location of Work

Civil Aviation Training Institute, Hyderabad Airport

### 2. Project Description

Pakistan Airports Authority (Client) operates the Civil Aviation Training Institute (CATI) at Hyderabad Airport. Client intends to construct an ATC Training Complex at CATI Hyderabad. The complex will serve as a comprehensive new setup for the 3D Aerodrome and Radar Simulators. The state-of-the-art integrated Air Traffic Control (ATC) Simulator system will enhance the quality and realism of training for Air Traffic Controllers. The system will support training across aerodrome, approach, and area control domains with integrated pseudo pilot, communication and weather modules. The simulator will replicate the real world air traffic environments of aerodromes with high-fidelity 3D visualizations, radar and procedural control capabilities.

The facility programme includes: modern training classrooms, an auditorium (minimum 60 seats), state of the art simulator labs, staff rooms, locker facilities, administrative offices, a separate and isolated utility building, access roads (ingress and egress), surface and/or basement car parking for at least 25-35 vehicles, comprehensive landscaping, and all associated external works and infrastructure.

The Consultant must at all times act in Client's best interests, exercise independent professional judgment, and maintain the highest standards of professional integrity. The Consultant shall be fully responsible for all design outputs across all disciplines and shall not, under any circumstance, transfer design responsibility to the works Contractor.

### 3. General

During the course of the Consultancy Services, the Consultant shall be guided by the following principles in general:

- (1) The Consultant shall be guided in its assignment by the International Standards for engineering.
- (2) The Consultant shall also be guided in its assignment by the guidelines of Planning Commission, and Public Procurement Rules.
- (3) The Consultant shall be responsible for performing the complete feasibility study of the project in accordance with the Planning Commission guidelines.
- (4) Considering upon the requirements of the project, the Consultant shall review the land requirements and make recommendations accordingly. Consultant shall also conduct a cost-benefit analysis and calculate the payback period for the project.
- (5) The Consultant shall conduct its own geotechnical investigations, perform structural analysis and any other engineering calculations as required for design of the project.
- (6) The Consultant shall prepare the PC-1 and necessary working papers & presentations required for its approval.
- (7) If required, the Consultant shall prepare any number of PC-1 revisions and necessary working papers & presentations required for their approval.
- (8) The Consultant shall prepare the complete Bidding Documents for Procurement for Works' Services including but not limited to the special and technical provisions / specifications. In preparing the Bidding Documents, the Consultant shall hold the interests of the Client



- paramount and supreme.
- (9) The Consultant shall carry out the prequalification of work Contractors.
  - (10) The Consultant shall assist the Client by furnishing clarifications as required for the financial appraisal and legal scrutiny of the Proposals of work Contractors and the Bidding Documents for work Contractors.
  - (11) The Consultant shall also participate in the pre-bid conference with the Bidders for selection of Contractor and assist the Client in clarifying the technical aspects arising from the Bidding Documents including but not limited to the Project Implementation Plan.
  - (12) The Consultant shall assist the Client by preparing detailed Bid Evaluation Report(s) with recommendations as required for hiring of work Contractors.

#### **4. Standards, Codes, and Regulatory Framework**

The Consultant shall design and supervise the project in full compliance with all applicable standards, codes, regulations, and guidelines, including but not limited to the following:

##### **4.1 National Standards and Codes**

- (a) Building Code of Pakistan (BCP) all volumes applicable to the building type and occupancy.
- (b) Pakistan Engineering Council (PEC) standards, guidelines, and code of professional conduct.
- (c) Pakistan Environment Protection Act 1997 (PEPA), Sindh Environment Protection Act, and applicable National Environmental Quality Standards (NEQS).
- (d) Pakistan Penal Code, Public Finance Management Act and National Accountability provisions relevant to public procurement and financial expenditure.
- (e) Public Procurement Rules, 2004 (PPRA Rules) and PPRA regulations for all procurement assistance activities.
- (f) Planning Commission of Pakistan guidelines for PC-1, PC-3, and PC-4 pro forma preparation.
- (g) Electricity Supply Rules and Pakistan Electric Code for all electrical installations.
- (h) Civil Aviation Regulations of Pakistan, applicable chapters for airport vicinity construction.

##### **4.2 International Standards (where Pakistani standards are silent or insufficient)**

- a) 2021 International Building Code IBC
- b) ACI 318-19 (Reinforced Concrete Design) or as applicable.
- c) AISC 360-22 (Steel Structure Design) or as applicable.
- d) ASHRAE Standards (62.1 Fresh Air, 55 Thermal Comfort, 90.1 Energy Efficiency) for HVAC design.
- e) NFPA 13 (Sprinklers), NFPA 14 (Standpipes), NFPA 72 (Fire Alarm), NFPA 101 (Life Safety Code) for fire protection.
- f) IEC standards for electrical systems; ISO standards for quality management.
- g) CIBSE Guides for building services design.
- h) BS 5839 (Fire Detection and Alarm Systems) as alternative/supplement to NFPA 72.
- i) ISO 9001 principles for Quality Management System application.

##### **4.3 PAA Internal Standards**

- a) PAA's applicable internal design standards, space planning guidelines, and security requirements.
- b) PAA's HSE policies applicable to construction site activities within airport precincts.

#### **5. Objective**



The Consultant is engaged by Client to perform full professional engineering consultancy services for the ATC Training Complex at CATI Hyderabad, including:

- a) assess and improve the concept architectural plans for fitness for purpose, constructability, maintainability, cost effectiveness, accessibility and code compliance;
- b) design all the internal and external facilities including carparking, access roads, utilities building etc.
- c) deliver complete detailed design (architectural, structural, MEP, fire protection, IT/AV/security, sewerage/drainage, landscape and external works);
- d) establish the technical and functional viability of the proposed facility.
- e) determine financial and economic feasibility, including life-cycle cost analysis.
- f) identify statutory, regulatory, and environmental requirements.
- g) recommend the optimal project delivery and procurement strategy.
- h) provide a comprehensive Risk Assessment and Mitigation Plan.
- i) prepare procurement documents and support procurement and award on EPADS;
- j) provide construction supervision, quality control and commissioning services through practical completion and defects liability period;
- k) ensure compliance with Building Code of Pakistan (BCP), local bylaws and statutory approvals.

The Consultant acts as the Client's Engineer and must act in PAA's best interests, exercising independent professional judgment and integrity.

## 6. Scope of Services

The Consultant shall provide Professional and Technical expertise for the proper execution of the services outlined below. The Consultant's Team shall liaise and coordinate with all concerned offices at PAA and must be familiar with all government laws and regulations.

The tentative scope of Services to be performed and successfully completed by the Consultant to the full satisfaction of the Client and in accordance with the Contract shall include but not limited to the phases as described hereinafter.

The following phases are sequential and interdependent. No phase shall commence without formal Client acceptance of the preceding phase's key deliverables, except where explicitly noted. All activities within each phase are mandatory and included within the Contract Price.

### PHASE 0 - FEASIBILITY STUDY, CONCEPT VALIDATION & PLANNING COMMISSION PREPARATION

#### Ph.0.1 Technical Feasibility

- a) **Conduct site reconnaissance visits to CATI Hyderabad:** assess site topography, existing structures, access conditions, boundary constraints, adjacent land uses, and potential conflicts with airport operations.
- b) **Evaluate site suitability for the proposed facility:** assess adequacy of site area, orientation, solar access, prevailing wind, and drainage patterns.
- c) **Assess existing utility infrastructure:** water supply capacity and connection points; electricity supply capacity and substation requirements; natural gas supply;



telecommunications and data connectivity (PTCL and fibre providers); sewerage and drainage discharge points etc.

- d) **Identify potential risks including but not limited to:** utility relocation requirements, geotechnical challenges, regulatory approval timelines, construction logistics within an operational airport precinct, and programme risks. Develop a Risk Register with probability, impact, and mitigation measures.
- e) **Confirm functional requirements with Client stakeholders:** interview CATI Academics, Chief ANS, Deputy Chief ANS, Deputy Chief ATSEP, E&M, IT, Electronics, Security, and Administration functions to establish space requirements, operational workflows, and technical specifications for each building component.
- f) Assess structural system viability including the requirement for dual structural design (Steel and RCC) noting site-specific constraints, material availability, construction logistics, and buildability.
- g) Assess feasibility of basement car parking as an option alongside surface car parking considering ground conditions, construction cost, and operational requirements.

#### **Ph.0.2 Financial and Economic Feasibility**

- a) Prepare preliminary Capital Expenditure (CAPEX) estimates for the project at order-of-magnitude level adjusted for Hyderabad market conditions and current material/labour prices.
- b) Prepare preliminary Operational Expenditure (OPEX) estimates covering: staffing, electricity and utilities, cleaning and housekeeping, security services, annual maintenance costs for a minimum 20-year operational horizon.
- c) Prepare a financial model as required by the Planning Commission of Pakistan including: cashflow projection for the construction period; NPV and IRR analysis; and payback period calculation.
- d) Conduct a cost-benefit analysis: quantify direct benefits (improved training capacity, upgraded accommodation standard, ability to host foreign delegations, revenue potential from delegation accommodation); indirect benefits (PAA institutional image, regulatory compliance, reduced reliance on external facilities, improved security etc.); and strategic value to Client.
- e) Conduct sensitivity analysis testing key financial assumptions:  $\pm 20\%$  construction cost variation; changes in utility costs; occupancy rate assumptions; alternative structural system costs.
- f) Prepare comparative financial analysis for the DUAL STRUCTURAL DESIGN OPTIONS (Steel vs RCC):
  - i. Capital cost comparison with market-rate steel and RCC pricing.
  - ii. Construction programme comparison and its financial implications.
  - iii. Long-term maintenance cost comparison over 50-year horizon.
  - iv. Lifecycle cost analysis (Net Present Value of total ownership cost).
  - v. Recommendation based on financial and technical merits.
- g) Prepare comparative financial analysis for PARKING OPTIONS (surface vs basement): CAPEX delta; space efficiency; operational cost; and recommendation.



- h) Provide a formal recommendation for the structural system and parking strategy, with full technical justification, to enable the Client's decision.

**Ph.0.3 Regulatory and Legal Compliance Review**

- a) Identify and document all permits, No Objection Certificates (NOCs), and approvals required for the project from:
  - i. Civil Aviation Authority (CAA) — height clearance, airport precinct construction consent, if required.
  - ii. HESCO — electrical load increase and grid connection, if required.
  - iii. Any other authority with jurisdiction identified during review.
- b) Develop a Regulatory Compliance Roadmap: tabulate each approval, the responsible authority, the required documentation, the estimated approval timeline, dependencies, and the designated action party (Consultant or Client).

**Ph.0.4 PC-1 Preparation and Planning Commission Coordination**

- a) Prepare the complete PC-1 Proforma document in full compliance with Planning Commission of Pakistan guidelines and Client's internal approval requirements covering all aspects.
- b) Prepare all necessary working papers, presentations, and supporting documents required for PC-1 approval by PAA Board.
- c) Present the PC-1 at formal review meetings with PAA management and Board, and before any intermediate government authority as required.
- d) Prepare all revisions of the PC-1 as required by reviewing authorities, at no additional cost, until final approval is obtained.
- e) Throughout this phase and all subsequent phases, maintain continuous coordination with Planning Commission guidelines and update PC-1 estimates at each design milestone (30%, 60%, 100%).
- f) Prepare any number of PC-1 revisions and presentations etc. at any stage as required for the approval and completion of the Project.

**Ph.0.5 Feasibility Study Report**

- a) Compile and submit the comprehensive Feasibility Study Report (F1) covering all aspects of Ph.0.1 through Ph.0.4 above.
- b) **The Feasibility Study Report shall include as a minimum:** executive summary; project description; site assessment; functional requirements confirmed with stakeholders; technical feasibility findings; financial and economic analysis; regulatory compliance roadmap; risk register; structural system recommendation (Steel vs RCC with financial and detailed evidenced based technical comparison); parking strategy recommendation; Go/No-Go recommendation with clear justification.
- c) Present the Feasibility Study findings in a formal workshop attended by PAA's management.
- d) Incorporate Client comments on the Feasibility Study and resubmit within 7 days.



## **PHASE 1 - INCEPTION AND MOBILIZATION (Weeks 1–2 from Effective Date)**

### **Ph.1.1 Team Mobilization**

- a) Deploy all Key Personnel within the timelines specified. Project Manager/Team Leader and Lead Architect to be mobilized by Day 7 of the Effective Date at the latest.
- b) Establish a Project Coordination Office with dedicated communication facilities, document management infrastructure, and meeting facilities as required to manage the project effectively throughout all phases.
- c) Establish a project management system covering document numbering and version control; drawing issue and revision control; correspondence management; action tracking register; decision log; and stakeholder communication matrix.
- d) Submit evidence of Professional Indemnity Insurance per SC 3.5(b) and any other required insurances to Client within 7 days of the Effective Date.

### **Ph.1.2 Kick-Off Meeting and Project Brief Confirmation**

- a) Convene a formal Kick-Off Meeting within 7 days of the Effective Date, chaired by the Consultant's Project Director and Project Manager (Team Leader), attended by Client's Authorised Representative (DE Civil, CATI) and relevant PAA departmental representatives.
- b) Agenda of Kick-Off Meeting shall include: confirmation of project objectives and scope; review of concept drawings and functional requirements; agreement on communication protocols; establishment of approval workflows and decision-making hierarchy; confirmation of key contact persons; and discussion of known constraints and risks.
- c) Prepare and distribute Kick-Off Meeting Minutes within 48 hours. Client to provide written confirmation of agreement on minutes or corrections within 5 days.
- d) Identify all data gaps, missing information, and additional studies required. Prepare a Data Gaps Register with actions, responsibilities, and timelines.

### **Ph.1.3 QA/QC Plan, Risk Register, and Programme**

- a) Prepare and submit a Project Quality Management Plan (QA/QC Plan) covering design QA/QC procedures (internal peer review, design coordination meetings, drawing check and approval workflows); construction QA/QC procedures (inspection plan, test plan, NCR procedure, Inspections and Testing Plan format); document control procedures; and roles and responsibilities.
- b) Prepare and submit a comprehensive Project Risk Register identifying all known and foreseeable risks to the project across design, procurement, construction, and post-construction phases — with probability, impact, risk rating, mitigation measures, and risk owner for each risk.
- c) Prepare and submit a detailed Project Programme (Gantt chart) using MS Project or Primavera, showing: all major activities; interdependencies; critical path; Key Dates per the Indicative Time Schedule; resource loading; and Client approval milestones.
- d) Prepare and submit the Inception Report (I1) incorporating all outputs of Ph.1.1 through Ph.1.3.



## **PHASE 2 - SURVEYS AND INVESTIGATIONS (Weeks 3–6 from Effective Date)**

### **Ph.2.1 Topographic Survey**

- a) Establish minimum three (3) permanent benchmarks on site; submit coordinates and descriptions to Client for record.
- b) Conduct a detailed topographic survey of the entire project site and its immediate surroundings (minimum 100m beyond site boundary) covering:
  - i. Contour mapping at 0.25m vertical intervals.
  - ii. Location of all existing structures, buildings, boundary walls, gates, roads, and paved areas.
  - iii. Location of all visible and known underground utilities (water mains, sewers, electrical cables, telecom ducts).
  - iv. Location of all trees, significant vegetation, and water features.
  - v. Existing drainage channels, culverts, and storm drains.
  - vi. Site access points, road widths, and kerb levels.
  - vii. Ground floor finished levels of adjacent structures.
- c) Deliver all survey data in AutoCAD DWG format (latest version), including: detailed site plan; contour plan; existing utilities plan; sections as required. All drawings to be georeferenced.
- d) The topographic survey shall serve as the base drawing for all design disciplines.

### **Ph.2.2 Geotechnical Investigation**

- a) Carry out a comprehensive geotechnical investigation campaign comprising a minimum of six (6) boreholes (or as specified by the Structural Engineer based on building footprint and structural system), located to cover all building footprints and car parking areas.
- b) Borehole programme shall include:
  - i. Standard Penetration Tests (SPT) at 1.5m intervals throughout borehole depth.
  - ii. Undisturbed soil sampling at key levels for laboratory testing.
  - iii. Rock core recovery where applicable.
  - iv. Where applicable, piezometer installation in at least two boreholes for groundwater monitoring.
- c) Laboratory testing programme shall include: soil classification (Atterberg limits, grading, specific gravity); compaction characteristics (Proctor); unconfined compressive strength (UCS) where applicable; direct shear tests; consolidation tests (where cohesive soils are present); permeability tests; chemical analysis (sulphate and chloride content for corrosion assessment of concrete and steel).
- d) If required, determine groundwater levels and seasonal variation; assess the risk of groundwater intrusion into basement (if adopted).
- e) Assess the underlying soil geology to evaluate sinkhole formation (vulnerability indices like the Sinkhole Resistance Ratio) and erosion risks by conducting geotechnical investigations such as Cone Penetration Tests (CPTs) and borehole logging to identify



karst features, soluble bedrock (e.g., limestone), and overburden soil characteristics like ravelling zones or internal erosion.

- f) If shale is encountered, further evaluate its swelling potential using linear swell tests, assessment of clay content (e.g., smectite or bentonite), and factors like moisture susceptibility or exposure to water-based fluids, as higher salt concentrations in surrounding conditions can mitigate swelling.
- g) Provide geotechnical design recommendations for: foundation type and depth; allowable bearing pressure; settlement estimates; basement retaining wall design parameters; slope stability; pavement subgrade CBR values; chemical attack mitigation for concrete and steel below ground.
- h) The Geotechnical Investigation Report (S2) shall be reviewed and approved by the Structural Engineer before commencement of structural design.

**Ph.2.3 Environmental Screening and IEE/EIA**

- a) Conduct an Initial Environmental Examination (IEE) as a minimum; upgrade to full Environmental Impact Assessment (EIA) if required based on project scale, location, and potential impacts.
- b) Submit the IEE/EIA and manage all correspondence, responses to queries, and conditions of clearance.
- c) Include in the IEE/EIA: description of existing environment; project description including construction methodology; identification and assessment of all potential impacts (air quality, noise, vibration, water quality, ecology, social, traffic, cultural heritage); mitigation measures; Environmental Management Plan (EMP) for construction; monitoring programme.

**Ph.2.4 Utility and Infrastructure Assessment**

- a) Formally liaise with all utility providers (HESCO, SSGC, PTCL, and any other relevant providers) to confirm: availability of supply at the required capacity; connection point locations; required lead times for connection; connection charges and conditions.
- b) Assess any utility diversions or upgrades required to serve the project: design diversions in coordination with the relevant utility providers; obtain any required consents.
- c) Prepare a Utility Diversions Plan identifying all utilities to be diverted, their new routes, and the construction sequencing implications.

**Ph.2.5 Drainage and Hydrological Study**

- a) Conduct a complete hydrological study of the project site and its catchment: determine design storm return periods applicable to the project; calculate peak flow rates for site drainage design.
- b) Survey and assess existing surface drainage infrastructure within and around the site: assess capacity, condition, and adequacy.
- c) Design a comprehensive stormwater drainage system for the project site:
  - i. Internal site drainage — surface drainage from all paved areas, roofs, and landscaped areas.



- ii. Detention or retention provision if required by EPA or the Client.
- iii. Discharge arrangement to an approved outfall.
- d) Ensure the stormwater drainage system integrates with the landscape design to prevent flooding and erosion.

#### **Ph.2.6 Traffic and Access Study**

- a) **Conduct a Traffic and Access Study for the project site** covering existing traffic conditions on access roads; projected traffic generation by the facility (staff, trainees, visitors, delivery vehicles, emergency vehicles); assessment of access road capacity; and recommendations for junction improvements or traffic management measures if required.
- b) The Traffic and Access Study shall directly inform the design of access roads, car parking layout, and circulation planning.

### **PHASE 3 - CONCEPT REVIEW, MULTI-DISCIPLINARY DETAILED DESIGN & PC-1 FINALISATION (Weeks 6–12 from Effective Date)**

#### ***Mandatory Obligation***

*The Consultant SHALL develop TWO complete, fully detailed, fully coordinated structural design options, a Steel Structural Design and an RCC Structural Design, for the main facility. Both options shall be developed to 100% Issued-for-Construction (IFC) standard. Detailed drawings, complete BOQs, comparative cost estimates, technical evaluation, and lifecycle cost analysis shall be prepared for BOTH options to enable the Client's informed structural selection decision. This dual-design obligation is FULLY INCLUDED in the Contract Price. No additional payment shall be admissible under any circumstances for compliance with this obligation.*

#### **Ph.3.1 Concept Design**

- a) Develop at least five alternative concept design options against the following criteria:
  - i. **Functional performance:** All required spaces are provided with appropriate areas, adjacencies, and relationships.
  - ii. **Constructability:** Ease and practicality of construction; identify any design elements that may cause construction difficulty or cost premium.
  - iii. **Maintainability:** Assess accessibility for maintenance of all building elements and systems; identify design features that may lead to premature deterioration or high maintenance costs.
  - iv. **Accessibility and universal design:** verify compliance with accessibility requirements for persons with disabilities in all public areas.
  - v. **Code compliance:** verify compliance with BCP, IBC, fire codes, and applicable building regulations.
  - vi. **Architectural aesthetics:** verify consistency with the Client's directive for a state-of-the-art, prestigious appearance appropriate for a facility hosting foreign delegations.
- b) Alternatives should illustrate different approaches to spatial organization, circulation and aesthetics.  
Prepare site layout/master plan with all details (access, parking, utilities).



- d) Prepare drawings reflecting elevations, key sections (at least 10).
- e) Finalize preliminary structural layout indicating grids and load bearing systems.
- f) Finalize preliminary MEP zoning and equipment locations.
- g) Prepare 3D visualizations, or renderings illustrating architectural intent.

**Criteria for evaluation of the concept designs**

#	Criterion	How It Is Measured	Score Thresholds (Points)	Min. Pass
<b>A — Environmental &amp; Energy Efficiency (Weight: 20%)</b>				
A1	Natural Light Coverage	% of regularly occupied spaces with window-to-floor ratio > 10%	>90% → 100 pts 80–89% → 80 pts 70–79% → 60 pts <70% → 0 pts	60 pts
A2	Renewable Energy Provision	% of roof / façade area allocated to solar PV, green roof, or living walls	>30% → 100 pts 20–29% → 75 pts 10–19% → 50 pts <10% → 0 pts	50 pts
A3	Water Recycling Capacity	% of anticipated water demand that can be met from recycled or harvested sources	>40% → 100 pts 30–39% → 80 pts 20–29% → 60 pts <20% → 0 pts	60 pts
A4	Envelope Efficiency (Wall-to-Floor Ratio)	Ratio of total external wall area to gross floor area. Lower = more compact and thermally efficient.	<45% → 100 pts 45–55% → 80 pts 56–65% → 60 pts 66–75% → 50 pts >75% → 0 pts	60 pts
<b>B — Functional Performance (Weight: 15%)</b>				
B1	Net Usable Area Ratio	Ratio of net usable area (excluding circulation, plant, structure, and voids) to gross floor area	>80% → 100 pts 70–79% → 80 pts 60–69% → 60 pts <60% → 0 pts	60 pts
B2	Circulation Efficiency	Ratio of gross circulation area (corridors, lobbies, stairs, lifts) to gross floor area (GFA). Lower = more efficient. <b>Note:</b> Usable + Circulation + Structure / Services = 100% of GFA.	<20% → 100 pts 20–30% → 80 pts 31–40% → 60 pts >40% → 0 pts	60 pts
B3	Brief Compliance	% of spaces, adjacencies, and functional requirements in the Client’s brief that are fully satisfied by the design	100% → 100 pts 90–99% → 90 pts 80–89% → 80 pts 70–79% → 70 pts 60–69% → 60 pts <60% → 0 pts	60 pts
<b>C — Material &amp; Cost Efficiency (Weight: 15%)</b>				
C1	Locally Sourced Materials	Estimated ratio (by value) of locally procured materials to total material cost	>70% → 100 pts 60–69% → 80 pts 50–59% → 60 pts <50% → 0 pts	60 pts
C2	Recycled / Sustainable Materials	Estimated ratio (by value) of materials with recognised	>25% → 100 pts 15–25% → 80 pts	60 pts

Section 7. Terms of Reference

#	Criterion	How It Is Measured	Score Thresholds (Points)	Min. Pass
		sustainability certification or recycled content to total material cost	5–14% → 60 pts <5% → 0 pts	
C3	Construction Simplicity	Proportion of standard, repeatable structural bays and building elements relative to bespoke or complex elements. Higher standardisation reduces cost and programme risk.	>80% standard → 100 pts 60–80% → 80 pts 40–59% → 60 pts <40% → 0 pts	60 pts
<b>D — Accessibility &amp; Universal Design (Weight: 20%)</b>				
D1	Universal Access Compliance	% of the following 8 public access elements fully meeting accessibility requirements (BCP / IBC or equivalent): 1. Approach & entrance 2. Accessible parking 3. Doorways (width, threshold, hardware) 4. Corridors (width, gradient, manoeuvring space) 5. Vertical circulation (lifts, stairs, handrails) 6. Accessible toilets 7. Counters, reception, classrooms 8. Emergency egress routes	100% → 100 pts 90–99% → 90 pts 80–89% → 80 pts 70–79% → 70 pts 60–69% → 60 pts <60% → 0 pts	60 pts
<b>E — Structural &amp; Engineering Feasibility (Weight: 10%)</b>				
E1	Structural Grid Regularity	% of structural bays conforming to the standard / dominant bay size. Higher regularity = lower cost and simpler formwork.	100% → 100 pts 90–99% → 90 pts 80–89% → 80 pts 70–79% → 70 pts 60–69% → 60 pts <60% → 0 pts	60 pts
E2	MEP Maintenance Accessibility	% of major MEP plant items (AHUs, switchgear, pumps, generators) with clear access clearances meeting manufacturer and regulatory requirements	100% → 100 pts 90–99% → 90 pts 80–89% → 80 pts 70–79% → 70 pts 60–69% → 60 pts <60% → 0 pts	60 pts
<b>F — Design Distinctiveness (Weight: 20%)</b>				
F1	Form Proportions (L : B : H Ratio)	Difference in Length: Breadth: Height ratio compared to the mean of all submitted concept designs	>30% different → 100 pts 20–29% → 80 pts 10–19% → 60 pts <10% → 0 pts	60 pts
F2	Building Envelope Area	Difference in total external surface area compared to the mean envelope area of all concept designs submitted	>30% different → 100 pts 20–29% → 80 pts 10–19% → 60 pts <10% → 0 pts	60 pts
F3	External Circulation Pattern	Degree of variation in vehicular and pedestrian circulation layout compared to the mean route configuration of all submitted designs	>30% different → 100 pts 20–29% → 80 pts 10–19% → 60 pts <10% → 0 pts	60 pts
F4	Functional Zoning Arrangement	Difference in horizontal / vertical arrangement of primary functional	>50% different → 100 pts	60 pts

#	Criterion	How It Is Measured	Score Thresholds (Points)	Min. Pass
		zones compared to the modal arrangement across all submitted designs	40–49% → 80 pts 30–39% → 60 pts 20–29% → 50 pts <20% → 0 pts	
F5	Primary Structural System	Innovation and efficiency of the primary structural system, assessed holistically	Conventional RCC frame → 60 pts Composite / Hybrid RCC → 80 pts Steel, advanced hybrid, or smart system → 100 pts	60 pts
F6	Façade Treatment	Innovation and integration of façade materials in enhancing thermal performance and architectural quality	Conventional cladding / masonry → 60 pts Enhanced conventional or composite → 80 pts Smart / high-performance innovative façade → 100 pts	60 pts
<p><b>Note:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Scoring method:</b> Within each section all sub-criteria are equally weighted. Section score = simple average of sub-criteria scores (0–100 pts). Each section score is multiplied by its weight; the six weighted scores are summed to give the Final Score (maximum 100 pts).</li> <li>▪ Minimum 60 pts score is required in EVERY section, failing any single section disqualifies the design regardless of overall score.</li> <li>▪ Minimum Overall Score of 80 pts is required for the design to be eligible for submission to the Client for review.</li> <li>▪ Designs below either threshold must be revised and resubmitted before Client review.</li> <li>▪ All Section F comparative metrics are measured against the arithmetic mean of all five submitted designs, not against a single arbitrary benchmark.</li> </ul>				

### Ph.3.2 Architectural Design

#### Ph.3.2.1 Overall Architectural Design

- a) Prepare full architectural design of the main building including all associated external structures, utility building, and ancillary structures.
- b) Front elevation shall be designed to reflect a state-of-the-art architectural appearance with a modern and prestigious outlook appropriate for a facility hosting foreign delegations.
- c) Elevation design shall incorporate glass curtain wall or glazing elements and fair-face concrete features; excessive concrete usage in the elevation shall be reduced in favour of lighter, contemporary materials.
- d) The entire building architecture shall be reviewed with particular attention to accessibility, consistency, functionality, and harmony in all aspects of design.

#### Ph.3.2.2 Detailed Room-by-Room Design

- a) Prepare detailed Room Data Sheets for every room and space in the facility specifying: room name and number; net and gross area; room function and occupancy; floor, wall, and ceiling finishes; furniture and equipment requirements; HVAC setpoints and ventilation rates; electrical requirements (lighting, power, data, special); plumbing

requirements; fire protection requirements; acoustic requirements; access and security requirements.

- b) Prepare detailed interior design scheme for all spaces: finishes schedules; joinery details; furniture layouts; colour boards and material samples. Interior design shall be coordinated with electrical planning and furniture layout. The design shall focus strongly on architectural aesthetics, robustness and design creativity.

#### **Ph.3.2.3 Specific Facility Requirements**

- a) **Training classrooms:** design modern, flexible training spaces with appropriate acoustic treatment, advanced AV infrastructure, and flexible seating arrangements.
- b) **Laboratories:** design modern state of the art laboratories of appropriate design, advanced equipment / infrastructure etc.
- c) **Auditorium:** design an auditorium with a minimum seating capacity of sixty (60) persons, including stage, AV systems, acoustic design, emergency egress, and air conditioning.
- d) **Administrative offices:** design modern office spaces with appropriate workstation layouts, meeting rooms, storage, and reception.
- e) **Building entrance and reception:** design a prestigious main entrance appropriate for a facility hosting foreign delegations.

#### **Ph.3.2.4 Circulation and Accessibility**

- a) Design all circulation — corridors, staircases, lifts/elevators, and ramps — to meet BCP & IBC requirements and universal access standards.
- b) Staircase widths and configuration shall comply with BCP fire evacuation requirements.
- c) Lifts/elevators to be provided as required by occupancy, floor count, and accessibility requirements — with full structural, electrical, and finishing coordination.

### **Ph.3.3 Structural Design**

#### **Ph.3.3.1 Common Requirements for Both Structural Options**

- a) Perform complete structural analysis using recognised finite element analysis or other appropriate method for both Steel and RCC options.
- b) All structural designs shall comply with BCP seismic zone requirements for the Hyderabad region, PEC standards, and applicable international codes.
- c) Foundation design for both options shall be based on the recommendations of the Geotechnical Investigation Report (S2).
- d) If basement car parking is selected by the Client, include complete basement structural design (retaining walls, basement slab, waterproofing, drainage) within BOTH structural options.

#### **Ph.3.3.2 Option 1 — Steel Structural Design**

- a) Complete steel frame structural analysis and design per AISC 360 or equivalent, as recommended by the Structural Engineer based on project requirements.
- b) Design all primary and secondary steel members: columns, beams, purlins, bracing,



connections (bolted and/or welded as appropriate).

- c) Prepare complete steel structure fabrication and erection drawings: framing plans for all levels; connection details; column and beam schedules; anchor bolt layouts; 3D BIM structural model.
- d) Design steel structure foundations per geotechnical recommendations.
- e) Specify corrosion protection system appropriate for Hyderabad's climate and airport environment.
- f) Design fire protection of structural steel: intumescent coating or fire-rated encasement as appropriate for required fire resistance ratings.
- g) Prepare complete BOQ and cost estimate for the steel structure option.

#### **Ph.3.3.3 Option 2 — RCC Structural Design**

- a) Complete reinforced concrete structural analysis and design per ACI 318-19(22).
- b) Design all RC elements: columns, beams, flat slabs or waffle slabs, shear walls, cores, staircases, and foundations.
- c) Prepare complete RCC structural drawings: framing plans for all levels; reinforcement drawings (bar bending schedules); foundation plans and details; retaining wall details; 3D BIM structural model.
- d) Specify concrete grades, cement type, and durability provisions appropriate for the site conditions identified in the geotechnical report (sulphate/chloride resistance as required).
- e) Prepare complete BOQ and cost estimate for the RCC option.

#### **Ph.3.3.4 Comparative Structural Analysis Report**

- a) Prepare a formal Comparative Structural Analysis Report presenting both options side-by-side covering:
  - i. **Technical comparison:** structural performance, design life, seismic resistance, robustness, constructability, and maintenance requirements. All arguments / claims must be substantiated with evidence from peer-reviewed research papers / books from renowned authors.
  - ii. **Construction programme comparison:** critical path, construction sequence, expected duration.
  - iii. **Financial comparison:** CAPEX (capital cost), OPEX (maintenance over 50 years), and Net Present Value of total ownership cost.
- b) Present the Comparative Structural Analysis Report to Client in a formal workshop at the 60% design stage. Client's structural system selection decision shall be recorded in writing and shall be final. The selected structural option shall be developed to 100% IFC stage.

#### **Ph.3.4 MEP Design — Electrical Systems**

- a) Prepare complete electrical design covering all aspects of the facility's power and lighting systems:



- i. **Power supply:** HV/LV substation design if required; LV distribution board design; main and sub-distribution board locations and schedules; cable routing and sizing; earthing and bonding system; lightning protection system design per IEC 62305.
  - ii. **Emergency power:** standby generator sizing, fuel storage, and automatic changeover switch design. UPS systems for critical loads (servers, fire alarm panels, security systems, AV systems). Battery backup for emergency lighting.
  - iii. **Energy metering:** sub-metering for all major loads; provision for Building Energy Management System (BEMS) integration.
  - iv. **Power factor correction:** design passive or active PFC as required to meet utility requirements.
  - v. **Internal lighting:** complete lighting layout for all spaces; luminance level calculations per CIBSE or equivalent; energy-efficient LED specification throughout; dimming controls where appropriate; emergency lighting and exit signage per NFPA 101 and NBCP.
  - vi. **External lighting:** road and car park lighting; landscape feature lighting; security perimeter lighting; facade/architectural lighting.
  - vii. **Special systems:** all electrical feeds and connections for equipment, lifts, HVAC plant, and all other mechanical and special systems.
- b) The electrical design shall prioritise energy efficiency and minimise overall energy load. Provide an Energy Load Schedule demonstrating compliance with this requirement.
  - c) Prepare complete single-line diagrams, distribution board schedules, cable schedules, lighting calculation reports, earthing design calculations, and lightning protection risk assessment.

**Ph.3.5 MEP Design — Mechanical, HVAC and Building Transportation**

- a) Prepare HVAC design, including:
  - i. Complete zone-by-zone load calculations per ASHRAE 62.1.
  - ii. System design for all zones including training rooms, auditorium, laboratories, halls, server/IT room, utility building.
  - iii. Complete ductwork layout drawings coordinated with structural and architectural design.
  - iv. Equipment selection (chillers, AHUs, FCUs, VRF/VRV systems, fans, cooling towers, pumps) with energy efficiency ratings.
  - v. BMS specification for HVAC controls, zone scheduling, energy monitoring.
  - vi. Mechanical ventilation design for non-conditioned spaces.
- b) Prepare design for building transportation (lifts and escalators if applicable):
  - i. Lift traffic analysis and shaft sizing.
  - ii. Structural co-ordination for lift pit, shaft, and machine room.
  - iii. Electrical supply and control requirements.
  - iv. Accessibility compliance for lift dimensions and controls.



**Ph.3.6 MEP Design — Plumbing and Drainage**

- a) Design complete water supply system:
  - i. Cold water supply from WASA connection point to all fixtures and equipment.
  - ii. Hot water supply system (centralised or instantaneous per space requirements).
  - iii. Potable water storage tanks with capacity for minimum 48-hour supply interruption.
  - iv. Booster pumping system where required.
  - v. Greywater reuse system if recommended in feasibility/environmental assessment.
- b) Design complete sewerage and drainage system:
  - i. Sanitary drainage from all fixtures to sewer connection.
  - ii. Separate surface water drainage system (stormwater) for all roof areas and paved surfaces.
  - iii. Connection to sewer and to approved stormwater outfall.

**Ph.3.7 Fire Protection Design**

- a) Prepare complete fire protection design, covering all aspects of active and passive fire protection:
  - i. Automatic sprinkler system per NFPA 13 — full hydraulic design.
  - ii. Fire hydrant and hose reel system per NFPA 14.
  - iii. Fire detection and alarm system (FDAS) per NFPA 72 — addressable, fully zoned.
  - iv. Emergency evacuation system: voice evacuation, emergency lighting, exit signage per NFPA 101.
  - v. Passive fire protection: fire compartmentation, fire-rated walls/floors/doors, penetration sealing.
  - vi. Staircase pressurisation where required.
- b) Obtain pre-design consultation and approval from relevant fire authority.
- c) Prepare Fire Safety Strategy document for inclusion in building permit application.

**Ph.3.8 ICT, Audio-Visual, ELV and Security Systems Design**

- a) Design a fully integrated ICT infrastructure:
    - i. Structured cabling system: Category 6A (or latest available) data cabling to all workstations, AV points, IP cameras, and access control devices. Telecommunications rooms/IDFs/MDFs with patch panels and network switches.
    - ii. Fibre optic backbone between floors and buildings.
    - iii. Wi-Fi infrastructure design: access point locations, coverage, and capacity for all areas including training rooms and residential accommodation.
- Design Audio-Visual (AV) systems for training and presentation facilities:



- i. Presentation systems in all training rooms: projection/display systems, lectern AV control, wireless connectivity, and videoconferencing capability.
  - ii. Auditorium AV system: projection, sound reinforcement, lighting control, videoconferencing, and recording capability.
- c) Design a fully controlled security access system for the facility:
- i. Electronic access control (EAC): card reader or biometric readers at all controlled entry points, doors, and vehicle barriers.
  - ii. CCTV system: IP camera coverage of all entrances, perimeters, car parks, corridors, common areas, and high-security zones. CCTV control room provision.
  - iii. Intruder detection system (IDS) where required.
  - iv. Visitor management system at main entrance.
  - v. Perimeter security: security fencing, gates, and guardhouse design.
- d) Design Public Address (PA) and Voice Evacuation system integrated with the FDAS.
- e) Design all ELV systems with full cabling plans, equipment layouts, and integration diagrams.

**Ph.3.9 Utility Building Design**

- a) Design the utility building as a separate and isolated structure located at the rear of the main facility.
- b) Utility building design shall include:
  - i. Structural design (within the dual Steel/RCC obligation, or as a standalone RCC structure at the Client's direction).
  - ii. HV/LV electrical switchgear room and distribution.
  - iii. Standby generator room with fuel storage, exhaust, ventilation, and acoustic enclosure.
  - iv. UPS room with battery banks.
  - v. Water storage tanks (cold water and fire water) with associated pumping.
  - vi. HVAC plant room.
  - vii. Building management system (BMS) server room.
  - viii. Maintenance workshop and store.
  - ix. Security and access control for the utility building.

**Ph.3.10 Access Roads Design**

- a) Design dual road access to the facility (ingress and egress) to ensure smooth entry and exit.
- b) Access road design shall comprise:
  - i. Horizontal alignment: optimised for traffic flow, site constraints, and safety, including turning radii for large vehicles (buses, heavy goods vehicles for deliveries).



- ii. Vertical alignment: road levels tied to topographic survey; adequate drainage gradients.
- iii. Pavement structural design: full structural design with subbase, base course, and wearing course specifications based on design traffic loading and subgrade CBR from geotechnical report. Design for a minimum 20-year pavement life.
- iv. Road geometry: carriageway widths, footpaths, kerbs, and road markings.
- v. Signage: directional signage for ingress/egress, speed limits, parking directions.
- vi. Entry/exit gate structures: design of security gates, barriers, guardhouse, and associated electrical and security systems.
- vii. Street and pathway lighting: complete lighting design for all road and pedestrian areas.
- viii. Road drainage: kerb drainage, gullies, and connection to site stormwater system.

**Ph.3.11 Car Parking Design**

- a) Surface car parking design to accommodate minimum 25 (twenty-five) vehicles, including:
  - i. Parking layout: car bays (standard, accessible, reserved), aisle widths, circulation routes, entry/exit lanes. Layout to ensure smooth traffic circulation and ease of access.
  - ii. Pavement design: structural pavement for car park surface based on geotechnical data.
  - iii. Drainage: surface drainage from all car park areas connecting to site stormwater system.
  - iv. Lighting: car park lighting for safety and security.
  - v. Landscape buffer: tree canopy provision, planted edges, and screening where required.
  - vi. Disabled parking: statutory number of accessible bays with dropped kerbs and clear routes to building entrance.
  - vii. EV charging provision: conduit and cable provision for future electric vehicle charging points.
  - viii. Security: CCTV coverage, vehicle access barriers, and intercom/security integration.
- b) Basement car parking — design if selected by Client following comparative analysis:
  - i. Complete basement structural design (within dual structural design obligation).
  - ii. Basement waterproofing system design.
  - iii. Basement ventilation system (mechanical ventilation per ASHRAE 62.1 for car parks).
  - iv. Basement drainage and sump pump system.
  - v. Basement lighting (with automatic lighting controls).
  - vi. Ramp design: geometric design of vehicle ramp including gradient, width,



- turning radii, drainage, and safety barriers.
- vii. Fire detection and suppression in basement car park.
- viii. Pedestrian access: secure staircases and lifts connecting basement to building levels.
- c) Prepare comparative analysis of surface vs basement parking: space efficiency, CAPEX, OPEX, construction duration, and impact on building design. Present analysis to Client for decision at 30% Design Stage.

**Ph.3.12 Landscaping and External Works Design**

- a) Prepare comprehensive Landscape Master Plan, covering:
  - i. Hardscape: all paved external areas, pedestrian paths, steps, ramps, retaining walls, and external boundary treatment.
  - ii. Softscape: planting plan with climate-appropriate species for Hyderabad's semi-arid conditions; irrigation system design.
  - iii. External drainage integrated with landscape design.
  - iv. External lightings: feature and security lighting.
  - v. Outdoor furniture, signage, and wayfinding.
- b) Landscaping shall enhance the environmental and aesthetic value of the facility and create a prestigious appearance appropriate for a facility hosting foreign delegations.
- c) The landscape design shall be fully coordinated with the access road, car parking, and stormwater drainage design.

**Ph.3.13 Design Staging, Coordination, and Client Review**

- a) **30% Design Stage (D1)**
  - i. Submit 30% Design Package covering all disciplines: concept-level design; preliminary structural options comparison (Steel vs RCC, surface vs basement parking); preliminary BOQ; design criteria document; comment-response matrix from concept review.
  - ii. Conduct a Design Workshop at the 30% stage attended by all key design disciplines and Client representatives: present design status, structural options, parking options, and request Client decisions and direction.
  - iii. Incorporate all Client comments before advancing to 60% design.
- b) **60% Design Stage (D2)**
  - i. Submit 60% Design Package: developed design for all disciplines; coordinated MEP/structural layouts with coordination clash check; updated BOQ; design calculations for major elements; formal Comparative Structural Report; parking strategy decision required from Client.
  - ii. Conduct a 60% Design Workshop: resolve coordination issues; present structural and parking recommendations; record Client's structural system and parking type selection decision in writing. This decision is final.
  - iii. Incorporate all Client comments before advancing to 100% design.



- c) **100% / Issued-for-Construction (IFC) Design Stage (D3)**
  - i. Submit complete, fully coordinated, tender-ready IFC Design Package for the selected structural system: final drawings signed and stamped by Lead Engineer; complete specifications in CSI format; final itemised BOQs and Engineer's Estimate.
  - ii. Conduct IFC Design Review Workshop: confirm tender-readiness; obtain Client's formal "Tender-Ready" confirmation.
  - iii. IFC Design Package to cover without exception: architectural (all floors, elevations, sections, details); structural (complete for selected option); electrical; HVAC; plumbing and drainage; fire protection; ICT/ELV/security; access roads; car parking; landscaping; external works; utility building; as-built of all surveys.

**Ph.3.14 Specifications and Bill of Quantities**

- a) Prepare complete technical specifications for all works in CSI (MasterFormat). Specifications shall be project-specific, not copied from generic templates without review and adaptation.
- b) Prepare complete, itemised Bill of Quantities (BOQ) for all civil, structural, architectural, MEP, fire, ICT, furniture, external works, access roads, car parking, and landscaping works, with:
  - i. Clear item descriptions referencing specification clauses.
  - ii. Accurate quantity take-off for all items.
  - iii. Current market rates for Hyderabad verified through supplier quotations.
  - iv. Preliminary and general items; provisional sums as appropriate.
- c) Prepare Engineer's Estimate (Confidential Estimate) for Client's internal records and tender evaluation.

**PHASE 4 - PROCUREMENT ASSISTANCE — TENDERING AND CONTRACT AWARD  
(Weeks 12–18 from Effective Date)**

**Ph.4.1 Preparation of Bidding Documents**

- a) Prepare complete Bidding Documents in full compliance with PPRA Rules 2004, PEC / PPRA Standard Bidding Documents, and EPADS requirements. The Client's interests shall be paramount in the preparation of all Bidding Documents.
- b) Bidding Documents shall include as a minimum:
  - i. Instructions to Bidders (ITB) — PPRA/PEC compliant.
  - ii. Form of Bid and Appendix to Bid.
  - iii. General Conditions of Contract for Works
  - iv. Special Conditions of Contract (SCC) — project-specific modifications to GCC.
  - v. Employer's Requirements — comprehensive technical requirements document.
  - vi. Technical Specifications — complete as per Ph.3.14 above.



- vii. Bill of Quantities (BOQ) — complete as per Ph.3.14 above.
  - viii. Complete Drawing Package — IFC drawings as per Ph.3.13 above.
  - ix. Form of Contract Agreement.
  - x. Form of Performance Security.
  - xi. Form of Advance Payment Guarantee (if advance payment is allowed).
  - xii. Pre-qualification criteria (if applicable).
  - xiii. Anti-corruption and integrity pact requirements per PEC and PPRA regulations.
- c) Prepare Employer's Requirements document specifically addressing: quality of workmanship, materials, and testing; safety management plan requirements; environmental management requirements; site management and logistics; programme requirements; commissioning and testing requirements.
  - d) Ensure all Bidding Documents are internally consistent: BOQ item numbers match specification clauses; drawing references are consistent; all contractual obligations are clearly stated.

#### **Ph.4.2 EPADS Publication and Pre-Bid Support**

- a) Support Client in publishing the bidding opportunity on EPADS and PPRA website in full compliance with PPRA Rules 2004.
- b) Prepare responses to all Contractor queries received during the bidding period. Responses shall be compiled and issued as formal Corrigenda/Addenda uploaded on EPADS by the required deadline.
- c) Attend and manage the Pre-Bid Meeting/Site Visit: prepare agenda; present the project; explain technical requirements; record all questions and prepare formal minutes and corrigendum; distribute to all registered bidders.
- d) Prepare any necessary amendments to Bidding Documents arising from Pre-Bid queries and upload as Corrigenda on EPADS.

#### **Ph.4.3 Bid Opening, Evaluation, and Award Support**

- a) Attend and witness the formal bid opening. Assist Client in recording bid prices and any required information.
- b) Conduct comprehensive bid evaluation in full compliance with PPRA Rules 2004, Rules 36 and 37:
  - i. Preliminary evaluation: completeness check, bid security validity, bid validity period, PPRA/PEC registration, and administrative compliance.
  - ii. Technical evaluation: assessment against specified qualification criteria, work programme, methodology, equipment, and key personnel.
  - iii. Financial evaluation: arithmetical check of all bids; comparison against Engineer's Estimate; analysis of abnormally low bids; price loading assessment.
  - iv. Combined evaluation and ranking.
- c) Prepare a formal Bid Evaluation Report (BER) per PPRA format, signed by the Evaluation Committee, covering: evaluation methodology; results of each evaluation stage; comparative analysis; identification of any abnormally low bids;



- recommendation for award; post-qualification verification of the recommended bidder.
- d) Prepare the Contract Award Pro forma in NAB/PPRA format.
  - e) Assist Client in responding to any bid protests or challenges from unsuccessful bidders.
  - f) Assist Client in finalising the Works Contract documents for execution including Letter of Acceptance, Contract Agreement, and Performance Security conditions.

**PHASE 5 - CONSTRUCTION SUPERVISION AND CONTRACT ADMINISTRATION  
(Construction Period (~12 months) from Works Contractor Mobilization)**

**Ph.5.1 Supervision Team Mobilization**

- a) Deploy the complete supervision team to site within the timeframe specified prior to the Works Contractor's commencement.
- b) Establish and equip the site supervision office through the Works Contractor.
- c) Prepare and submit the Construction Supervision Manual to Client for approval before the Works Contractor commences. The Supervision Manual shall cover: supervision team organisation; site procedures and protocols; document control procedures; inspection and test procedures; NCR procedure; shop drawing review procedure; IPC certification procedure; variation order procedure; meeting procedures; HSE procedures; emergency procedures.
- d) Attend and participate in the Works Contractor's project kick-off and mobilisation phase: verify Contractor's mobilisation plan; check adequacy of temporary facilities; verify Performance Security, insurance policies, and all other required documents are in order before issuing consent to commence.

**Ph.5.2 Contract Administration**

- a) Act as the Engineer's Representative per the Works Contract (PEC/FIDIC-based), with all the powers and obligations thereunder, subject to the prior approval requirements of SC 3.6.
- b) Programme Management: review and approve the Works Contractor's construction programme; monitor progress against approved programme; identify delays and issue early warning notices; recommend programme recovery measures; update programme forecast monthly.
- c) Shop Drawing and Submittal Management:
  - i. Review all shop drawings, coordination drawings, material submittals, product data, samples, and mock-ups submitted by the Works Contractor.
  - ii. Issue formal approval, approval with comments, or rejection within seven (7) working days for standard submittals; within fourteen (14) days for complex structural submittals.
  - iii. Maintain a comprehensive submittal register tracking all submittals from receipt to final disposition.
  - iv. Verify that all approved submittals comply with the design intent, specifications, and applicable standards.
- d) Variation Orders:
  - i. Identify and document all potential variations as they arise.



- ii. Prepare independent cost estimates for all proposed variations before instructing the Contractor.
  - iii. Negotiate fair and reasonable rates with the Contractor.
  - iv. Obtain Client prior approval per SC 3.6 before issuing any Variation Order.
  - v. Certify Variation Orders only after Client approval; maintain a Variation Order register.
- e) Interim Payment Certificates (IPCs):
- i. Receive the Works Contractor's payment applications.
  - ii. Independently measure and verify quantities of completed works.
  - iii. Check rates and extensions against the Works Contract BOQ.
  - iv. Apply all contractual deductions (liquidated damages, retention deductions, advance payment recovery).
  - v. Certify IPCs within ten (10) days of receiving the Contractor's application (IPA).
  - vi. Submit certified IPCs to Client for payment.
- f) Claims Management:
- i. Scrutinise all claims by the Works Contractor for additional time and/or cost.
  - ii. Assess claims objectively against the Works Contract terms, facts, and supporting documentation.
  - iii. Prepare detailed written recommendations to the Client on each claim.
  - iv. Assist the Client in dispute resolution with the Contractor where required.
- g) Contract Close-Out: prepare final account; reconcile all payments, variations, claims, deductions, and retentions; prepare final payment certificate; recommend release of Performance Security and retention.

### **Ph.5.3 Quality Management and Inspection**

- a) Enforce the approved QA/QC Plan throughout the construction phase.
- b) Conduct daily site inspections covering all civil, structural, architectural finishing, and external works activities.
- c) Conduct Inspection and Test Plan (ITP): prepare ITPs for all critical works categories; conduct hold-point and witness-point inspections as specified in the ITP; certify completion of each work category before proceeding to the next.
- d) Concrete Works: issue a signed Pour Approval Checklist before every concrete pour after verifying: formwork compliance; reinforcement compliance with approved shop drawings; embedded items; cleanliness; cover verification. Collect cube samples per specification.
- e) Materials Testing: establish a materials testing programme for all major construction materials; verify test results against specification; reject materials or works failing tests; recommend acceptance/rejection to Client.
- f) Inspection of high, medium, and low voltage electrical systems: verify all electrical installations against approved shop drawings and IFC drawings; witness all required



electrical tests.

- g) Inspection of all MEP systems daily by MEP Inspector and periodic review by HVAC Specialist, Fire Specialist, and MEP Engineer.
- h) Inspection of all external works including access roads, car parking, and landscaping by Site Inspector and Landscape Specialist as applicable.
- i) Pre-concealment inspections: ensure no works are concealed (in walls, below slabs, underground) without a signed inspection certificate from the Resident Engineer or designated Inspector.
- j) Mockups, Prototypes, and Trial Patches: review and approve all Contractor-constructed mockups, prototype installations, and trial patches before proceeding to full installation.
- k) Material Records: maintain daily records of materials received, consumed, and in stock for all permanent works materials.
- l) Issue Non-Conformance Reports (NCRs) for all works not conforming to the Contract requirements. Track NCR closure; escalate unresolved NCRs to Client.

#### **Ph.5.4 Health, Safety and Environment Management**

- a) Review and approve the Works Contractor's Health, Safety, and Environment (HSE) Plan before construction commences.
- b) Conduct weekly HSE audits of the construction site covering: housekeeping; scaffolding and access; personal protective equipment (PPE) usage; machinery and equipment safety; electrical safety; hazardous materials handling; emergency preparedness; welfare facilities; environmental compliance.
- c) Conduct (or ensure Contractor conducts) daily toolbox talks. Review and co-sign toolbox talk records.
- d) Ensure the Works Contractor has necessary first aid facilities, and emergency transport arrangements at site at all.
- e) Report all HSE incidents (near-misses, minor injuries, major injuries, fatalities) to the Client's Authorised Representative within 24 hours of occurrence. Prepare and submit formal Incident Investigation Reports within 5 days.
- f) Enforce environmental compliance on site per the Environmental Management Plan (EMP): dust suppression, noise control, waste management, water course protection.
- g) Stop construction activities immediately if any imminent danger to life, property, or the environment is identified, and notify the Client.

#### **Ph.5.5 Field Design Support Services (FDSS)**

- a) Provide comprehensive Field Design Support Services throughout the construction phase as an integral part of the Consultant's scope at no additional cost.
- b) Issue Requests for Information (RFI) responses: provide written design clarifications and specification interpretations within 48 hours (for urgent site queries) or within 7 working days (for non-urgent queries). Maintain an RFI log.
- c) Review Contractor's shop drawings: verify constructability of design details; identify any design modifications required for site conditions; approve or reject within specified timeframes.



- d) Revise design drawings as necessary to address: unexpected site conditions encountered during excavation or construction; unforeseen utility conflicts; design coordination issues discovered during construction; specification clarifications. All design revisions shall be issued as formal Revision to IFC Drawings with revision clouds, revision number, and date.
- e) Manage as-built information: instruct the Contractor to mark up IFC drawings with all as-built variations as construction proceeds; review Contractor's as-built mark-ups monthly; compile final as-built drawings from Contractor's submissions.
- f) Review and vet Contractor's proposals for design revisions and material substitutions: assess technical acceptability; prepare written recommendation to Client; obtain Client approval where required before issuing any instruction.
- g) Vetting of Contractor's utility relocation proposals if required.

#### **Ph.5.6 Progress Reporting**

- a) Maintain a daily site diary recording all construction activities, resource levels, weather, and significant events.
- b) Submit weekly progress highlights to Client's Authorised Representative within 24 hours of each end of working week. Content: summary of work done; critical activities planned for the coming week; issues requiring Client attention; HSE status.
- c) Submit Monthly Supervision Reports (C1) within 7 days of end of each calendar month. Content: executive summary; physical progress by work category with bar chart comparison to programme; financial status (certified value, balance, forecast final cost, variation order register); quality status (NCR log, test results summary); HSE status (audits, incidents, toolbox talks); photograph log; risk register update; Contractor's non-compliance register; upcoming major activities.
- d) Submit Variation and Claims Reports (C2) within 10 days of any variation event or claim receipt.
- e) Prepare and submit quarterly PC-III Progress Reports on Planning Commission pro forma.
- f) Prepare monthly cost reports and cashflow forecasts for Client's funds disbursement planning.

#### **Ph.5.7 Site Meetings**

- a) Chair weekly site progress meetings with the Works Contractor: prepare agenda; review programme; review quality issues; review HSE performance; resolve current site problems; record action items. Issue formal minutes within 48 hours.
- b) Chair monthly coordination meetings with Client's Authorised Representative and relevant Client's departmental representatives.
- c) Convene special technical meetings as required to resolve design issues, variation negotiations, or quality disputes.
- d) Escalate to the Client's Authorised Representative within 48 hours any delay event, safety incident, major quality failure, or dispute that has arisen or is anticipated.

Ph 5.8  


#### **Factory Inspections and Third-Party Approvals**

- a) Witness factory performance tests for major specified equipment to be manufactured for the project (generators, chillers, lifts, pumps, switchgear, and other major plant as directed by Client) either in person or through an approved third-party inspection agency. Submit Factory Acceptance Test (FAT) reports to Client.
- b) Liaise with all relevant regulatory authorities for construction-phase inspections, approvals, and notifications required during construction.
- c) Coordinate with Independent Testing Laboratory approved by Client for specialist materials testing; supervise all services performed by the laboratory; review and advise Client on all test results.

**PHASE 6 - TESTING, COMMISSIONING AND HANDOVER (Month 12–13 from Construction Start)**

**Ph.6.1 Pre-Commissioning and Commissioning**

- a) Prepare a comprehensive Commissioning Plan covering all building systems: civil, structural, MEP (electrical, HVAC, plumbing), fire protection, ICT/ELV, security systems, lifts, and external systems (irrigation, external lighting, car park barriers).
- b) Conduct systematic pre-commissioning checks for all systems: verify complete installation; verify all connections and interfaces; verify system isolation and protection is in place before energisation.
- c) Manage and witness commissioning of all systems:
  - i. Electrical systems: full load tests, generator changeover test, UPS load testing, power factor measurement, protection relay testing.
  - ii. HVAC systems: equipment start-up; duct leakage testing; Test, Adjust and Balance (TAB) for all air and water systems; BMS point-by-point testing and programming verification.
  - iii. Plumbing systems: pressure tests, flow tests, sanitary and drainage tests, water quality tests.
  - iv. Fire protection systems: full FDAS zone tests; sprinkler flow tests; hydrant flow and pressure tests; suppression system functional tests; integration tests (fire alarm to HVAC shutdown, lift recall, access control release).
  - v. ICT systems: data cabling certification tests (Category 6A test reports); network connectivity testing; Wi-Fi coverage and performance testing.
  - vi. Security systems: CCTV image quality testing; access control door-by-door testing; intruder detection testing.
  - vii. AV systems: full functional tests of all presentation and auditorium AV systems.
  - viii. Lifts: full lift commissioning tests with certified lift inspector.
  - ix. External systems: irrigation system flow tests and timer function; external lighting levels.
- d) Record all commissioning test results. Issue Commissioning Certificates for all systems (H1).
- e) Identify all deficiencies found during commissioning; instruct Contractor to rectify; re-test after rectification.



**Ph.6.2 As-Built Drawings and Documentation**

- a) Compile and verify all as-built drawings (H2) for all disciplines based on: Contractor's as-built mark-ups (reviewed monthly per Ph.5.5); field measurements; and survey verification.
- b) As-built drawings shall be prepared in Revit (BIM) and AutoCAD DWG format (latest version) and shall accurately represent all installed works including: precise dimensions, levels, and coordinates; actual routes of all services; actual equipment locations; actual materials and finishes installed.
- c) As-built drawings shall be signed and stamped by the Lead Engineer and Resident Engineer.
- d) Compile complete O&M Manuals for all systems and building elements covering: system description and operational overview; normal operating procedures; maintenance schedules and procedures; troubleshooting guide; spare parts lists and recommended stock; manufacturer's datasheets, test certificates, and warranties; emergency procedures.
- e) Compile all warranties, guarantees, and equipment certificates into a Warranties Register.
- f) Compile full digital record: all design calculations, reports, surveys, approvals, NOCs, correspondence, shop drawings, test certificates, and as-built documentation in an organised digital archive on USB/hard drive for Client's permanent records.

**Ph.6.3 Snag List, Pre-TOC Inspection and Taking-Over Certificate**

- a) Conduct a comprehensive Pre-TOC inspection of all building elements, systems, and external works together with Client's representative.
- b) Prepare the Snag List (H3): itemised list of all deficiencies, incomplete works, and works requiring correction, classified by priority (Critical — safety/functionality issue; Major — significant defect; Minor — cosmetic or minor finishing issue). Each item to include: location; description; photograph; responsible party; target completion date.
- c) Monitor and verify closure of all snag items by the Contractor. Critical and Major snag items must be fully closed before TOC recommendation.
- d) Issue Taking-Over Certificate (TOC) to the Works Contractor on behalf of Client when the works are substantially complete, all commissioning certificates have been issued, all critical and major snag items are closed, and as-built drawings and O&M manuals have been submitted.

**Ph.6.4 Operational Handover and Staff Training**

- a) Conduct structured training sessions for Client's operations and maintenance staff on all building systems:
  - i. Electrical system operation and routine maintenance.
  - ii. HVAC system operation, controls, and seasonal adjustment.
  - iii. Fire protection system operation, testing, and maintenance.
  - iv. Security and access control system operation.
  - v. ICT system management.



- vi. Irrigation system seasonal programming.
- vii. Lift operation and emergency procedures.
- viii. Generator operation and maintenance.
- b) Confirm completion of Contractor-provided training to Client's staff on all systems. Verify adequacy of training content and duration. Submit training completion certificates.
- c) Assist Client in assuming operational control of all systems: arrange manufacturer/supplier representatives to be present for first operational start-up where required; coordinate scheduling of all Contractor/supplier training programmes.

**PHASE 7 - POST-HANDOVER DEFECTS LIABILITY PERIOD (DLP) (12 Months from TOC Date)**

**Ph.7.1 Defects Monitoring and Inspection**

- a) Conduct minimum quarterly inspections during the 12-month DLP — at months 3, 6, 9, and 12 (end of DLP). Additional inspections if requested by Client or if significant defects are identified.
- b) For each DLP inspection: prepare a comprehensive inspection report identifying all defects observed; categorise defects by discipline; assess whether defects are contractor-responsible under the Works Contract or are design/specification errors.
- c) Issue written instructions to the Works Contractor for rectification of all defects within specified timeframes.
- d) Monitor and certify completion of all defect rectifications.
- e) Maintain a live Defects Register throughout the DLP tracking: defect identification date; description and location; cause assessment (workmanship, material, design); instruction issued; Contractor's response; target completion; actual completion; certification.

**Ph.7.2 Seasonal Performance Monitoring**

- a) Monitor HVAC system performance through the first full seasonal cycle (summer and winter). Verify that temperature, humidity, and fresh air delivery meet design criteria under actual operating conditions. Instruct Contractor to adjust system settings or rectify deficiencies as required.
- b) Monitor landscaping establishment: plant survival rates, irrigation performance, and landscape condition. Instruct Contractor to replace failed plants and rectify irrigation failures.
- c) Monitor structural performance: check for any signs of settlement, cracking, or movement.

**Ph.7.3 Warranty and O&M Compliance Monitoring**

- a) Verify that the Works Contractor is fulfilling its maintenance obligations under the Works Contract during the DLP (as specified in Employer's Requirements): filter changes, lubrication, equipment servicing, annual fire system maintenance, etc.
- b) Review all manufacturer's warranty submittals; confirm warranty registration is



completed for all major equipment.

- c) Assist Client in enforcing warranty claims against equipment suppliers or manufacturers for any premature failures.

#### **Ph.7.4 Final Acceptance, Retention Release, and Project Close-Out**

- a) Issue Defects Liability Certificate (Final Acceptance Certificate) at the end of the DLP when all defects have been rectified and the works are in satisfactory condition. This certificate triggers the release of the Works Contractor's retention money and performance security.
- b) Prepare the Final Acceptance Report (H4) confirming: all DLP obligations have been fulfilled; all defects have been rectified; all warranties and O&M manuals are in order; the facility is fit for purpose.
- c) Prepare Final Project Accounts: reconcile all payments, variation orders, claims, deductions, retentions, and any other financial items.
- d) If required, prepare, submit and get approved any number of revised PC-I pro forma.
- e) Prepare, submit and get approved a PC-IV Project Completion Report on Planning Commission pro forma.
- f) Organise, finalise, and deliver to Client the complete project archive: all documents, drawings, reports, correspondence, test certificates, warranties, and digital records assembled during the project.
- g) Assist Client in arranging the Project Inauguration Ceremony through the Works Contractor if required.
- h) Support Client in providing clarifications and responses to Government Audit paras of the project as and when required, including post-completion, ensuring disposal of audit observations.

#### **5. Interface with Third Parties and Projects**

The consultant shall liaise and handle interfaces with third parties that will have an interface with the project to ensure consistency. Client will provide necessary support to consultant.

#### **6. Common Services**

The following obligations shall apply during consultant's performance of the services in the above stated stages:

- a) Any service required but not specifically indicated by the scope of services but is deemed necessary by client for proper completion of the services for suitability of the intended purpose shall be performed by consultant at no extra cost.
- b) Consultant shall notify client of any conflicts or discrepancies between the various sections /attachments of this TOR.
- c) Consultant shall search out and collect any documentation as required from client records department via site visits. Client shall provide access to consultant to all available records / sites as may be necessary to complete the consultant's scope of services. It is the responsibility of the consultant to gather all the relevant existing data, actual as built information, any ongoing projects interfacing with this project, inspection and other study reports, environmental and safety studies, drawings etc.



necessary to carry out the services. This may be either from client’s head offices or during site visits.

- d) Consultant shall bring to the attention of client within two weeks of site visit surveys, any problem areas noted as a result of site visit surveys.
- e) Participation of consultant in any review exercise, meeting or workshop organized by client for this project.
- f) Support the Client in providing clarifications and replies to the Government Audit paras of the project as and when required, thus ensuring the disposal of Audit reports.
- g) Provide complete record in soft / digital format for the Client’s future use which accurately reflect the complete specification(s) implemented in construction and one complete set of as built drawings. Any other activity pertaining to project management and construction supervision considered necessary and not mentioned hereof.

**7. Deliverables**

The Consultant shall deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. The Consultant shall deliver all reports, drawings, specifications, schedules, and certificates in both editable format (Word/Excel/CAD/Revit) and signed PDF format. All submissions must be paginated, indexed, and include a transmittal sheet listing deliverables.

**General Rules:**

- a) Client shall review within the period specified below; failure to respond within this period shall be deemed acceptance (“deemed approved”), unless Consultant has been formally notified of extensions.
- b) All resubmissions must include a comment-response matrix indicating how Client comments were incorporated.

Code	Deliverable	Minimum Content Requirements	Format & Copies	Review Period	Acceptance Criteria	Link to Payment Milestone
F1	<b>Feasibility Study Report</b>	Site analysis, utilities assessment, environmental screening, financial/economic analysis, risk register, regulatory compliance roadmap, recommendation (Go/No-Go)	PDF + editable Word, 3 hard copies	14 days	Comprehensive, addresses all regulatory and technical issues, CAPEX/OPEX estimates endorsed	Triggers Milestone 1 payment
I1	<b>Inception Report</b>	Work program (Gantt), staffing plan, QA/QC plan, communication matrix, initial risk register, data gaps & plan to close them	PDF + Word, 3 hard copies	14 days	Approved by PAA Project Director	Triggers Milestone 1 balance
S1	<b>Topographic Survey</b>	Benchmarks, contours, utility mapping, coordinate system	AutoCAD + PDF	10 days	Accuracy verified by PAA Technical Team	Milestone 2
S2	<b>Geotechnical Report</b>	Borehole logs, lab results, soil classification, bearing capacity, groundwater table, recommendations for design	PDF + Word	10 days	Reviewed and accepted by PAA structural engineer	Milestone 2
C1	<b>Concept Design</b>	Architectural Drawings, 3D renders, elevations, sections, MEP drawings,	DWG/Revit + PDF	14 days	Mentioned in the concept design section.	Milestone 2
D1	<b>100% Design Package</b>	Preliminary drawings,	DWG/Revit + PDF	14 days	Functionality,	25% of

Code	Deliverable	Minimum Content Requirements	Format & Copies	Review Period	Acceptance Criteria	Link to Payment Milestone
		outline specs, design criteria, cost estimate, risk register update			compliance with NBCP, no major omissions	Design Milestone
D2	<b>60% Design Package</b>	Updated drawings, coordinated MEP/structural layouts, draft BOQs, design calculations	DWG/Revit + PDF	14 days	Coordination clashes resolved, cost estimate updated	25% of Design Milestone
D3	<b>100% Issued-for-Construction(IFC) Design Package</b>	Final drawings, coordinated services, signed/stamped drawings, final BOQs & specs, design report	DWG/Revit + PDF + Excel	21 days	IFC-ready, complete for tender	Balance of Design Milestone
P1	<b>Tender Documents</b>	ITB, GCC/SCC, BOQs, Employer's Requirements, drawings, forms	Word/Excel/DWG	10 days	PEC/PPRA-compliant	Tender Assistance Milestone
P2	<b>Bid Evaluation Report</b>	Technical evaluation grid, financial evaluation, combined score, recommendation	PDF + Excel	7 days	PPRA compliant, signed by Evaluation Committee	Triggers Tender Assistance Final Payment
C1	<b>Monthly Supervision Report</b>	Progress %, schedule status, photos, site diary summary, QA/QC log, HSE status, financial summary	PDF	7 days	Reviewed and accepted by PAA PD	Monthly Supervision Payment
C2	<b>Variation &amp; Claims Reports</b>	Time/cost analysis, recommendation	PDF	7 days	Approved by PAA	Linked to VO approval process
H1	<b>Commissioning Certificates</b>	Test records for MEP, fire, ICT, HVAC systems	PDF	10 days	Verified by PAA Technical Team	Handover Milestone
H2	<b>As-Built Drawings &amp; O&amp;M Manuals</b>	As-built drawings (DWG), signed/stamped, O&M manuals, warranties	Revit/DWG+PDF	14 days	Completeness verified	Handover Milestone
H3	<b>Snag List &amp; Rectification Report</b>	Itemized defects, rectification confirmation	PDF	7 days	Verified closure	Precondition to TOC
H4	<b>Final Acceptance Report</b>	Confirmation that all DLP obligations are fulfilled	PDF	7 days	Approved by PAA PD	Final Payment

### Special Notes

- a) Deemed Acceptance: If Client does not issue comments within review period, the submission shall be deemed accepted solely for payment milestone purposes, but Consultant remains responsible for errors/omissions.
- b) For concept design, the consultant is required to submit the resubmission for the incorporation of comments and requirements within the mentioned time. Maximum 5 resubmissions allowed. If the comments are not integrated in the 5 resubmissions, it will trigger lack of KPI conformity.
- c) Resubmission Review Period: 7 days for re-submissions unless major changes require full review.
- d) Digital Submission Quality: All scanned documents must be signed/stamped, clear, and in minimum 600 dpi resolution.
- e) Version Control: Consultant to maintain version control with unique deliverable codes and dates.
- f) The scale of drawings shall be as per requirements.



### Indicative Time Schedule

Time schedule for important Deliverables (the “Key Dates”) of the Consultancy and the payment schedule linked to the specified Deliverables is as under:

Code	Phase / Deliverable	Target Completion from Commencement	Key Dependencies / Notes
	<b>Mobilization</b>		
–	Mobilization & Kick-Off	Week 1	Consultant to mobilize key staff and submit mobilization plan
I1	Inception Report	Week 1	Pre-requisite to all surveys and design work
	<b>Surveys &amp; Investigations</b>		
S1	Topographic Survey	Week 2	Must be complete before start of detailed design
S2	Geotechnical Report	Week 2	Borehole and lab test scheduling critical
	<b>Concept Design</b>		
C1	Concept Design submission	Week 4	Five (5) alternative concept designs
-	Concept Design approval	Week 6	Includes client review, comments incorporation and final approval of concept design
	<b>Feasibility Study</b>		
F1	Feasibility Study Report	Week 7	Requires completion of data collection and stakeholder consultations
–	Environmental Screening / IEE	Week 8	For EPA submission and clearance timeline
	<b>Detailed Design Development</b>		
D1	30% Design Package	Week 9	Based on confirmed feasibility and surveys
D2	60% Design Package	Week 11	Includes Client review & comment incorporation
D3	100% Issued-for-Construction (IFC) Design Package & BOQs	Week 13	Must be “tender-ready”
	<b>Procurement Assistance</b>		
P1	Tender Documents Issued	Week 14	Immediately after IFC approval
P2	Bid Evaluation Report	Week 18	Includes technical & financial evaluation
–	Contract Award Support	Week 20	PPRA compliance
	<b>Construction Supervision &amp; Administration</b>		
–	Site Supervision Start	Week 21	Mobilization of Resident Engineer & inspectors
R1	Monthly Supervision Reports	Ongoing (every 4 weeks)	Linked to progress payments
R2	Variation & Claims Reports	As Required	Must submit within 10 days of event
	<b>Testing, Commissioning &amp;</b>		

Code	Phase / Deliverable	Target Completion from Commencement	Key Dependencies / Notes
	<b>Handover</b>		
H1	Commissioning Certificates	Month 17	Based on 12-Month construction duration
H2	As-Built Drawings & O&M Manuals	Month 17	Pre-requisite to Taking-Over Certificate
H3	Snag List & Rectification Report	Month 17	Consultant to verify closure
–	Taking-Over Certificate	Month 17	Marks end of construction phase
	<b>Post-Handover / DLP Services</b>		
–	Mid-DLP Inspection Report	6 months after TOC	Interim defect report
H4	Final Acceptance Report	End of DLP (12 months after TOC)	Precondition to final payment

**Form FIN-1. Financial Proposal Submission Form**

[Location, Date]

To:

**Divisional Engineer Civil,**  
Civil Aviation Training Institute,  
Hyderabad Airport  
Email: sahito@paa.gov.pk

Dear Sir / Madam,

We, the undersigned, offer to provide the consulting services for the above-mentioned assignment in accordance with your Request for Proposal (RFP) dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the lump sum of [Insert amount(s)]\* in words and figures].

Our Financial Proposal shall be binding upon us, up to expiration of the validity period of the Proposal, as indicated in Paragraph ITC 5.4 of the PDS.

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

Yours sincerely,

**Authorized Signatory**

**Name and title of Signatory**

**Name of Consultant(s)**

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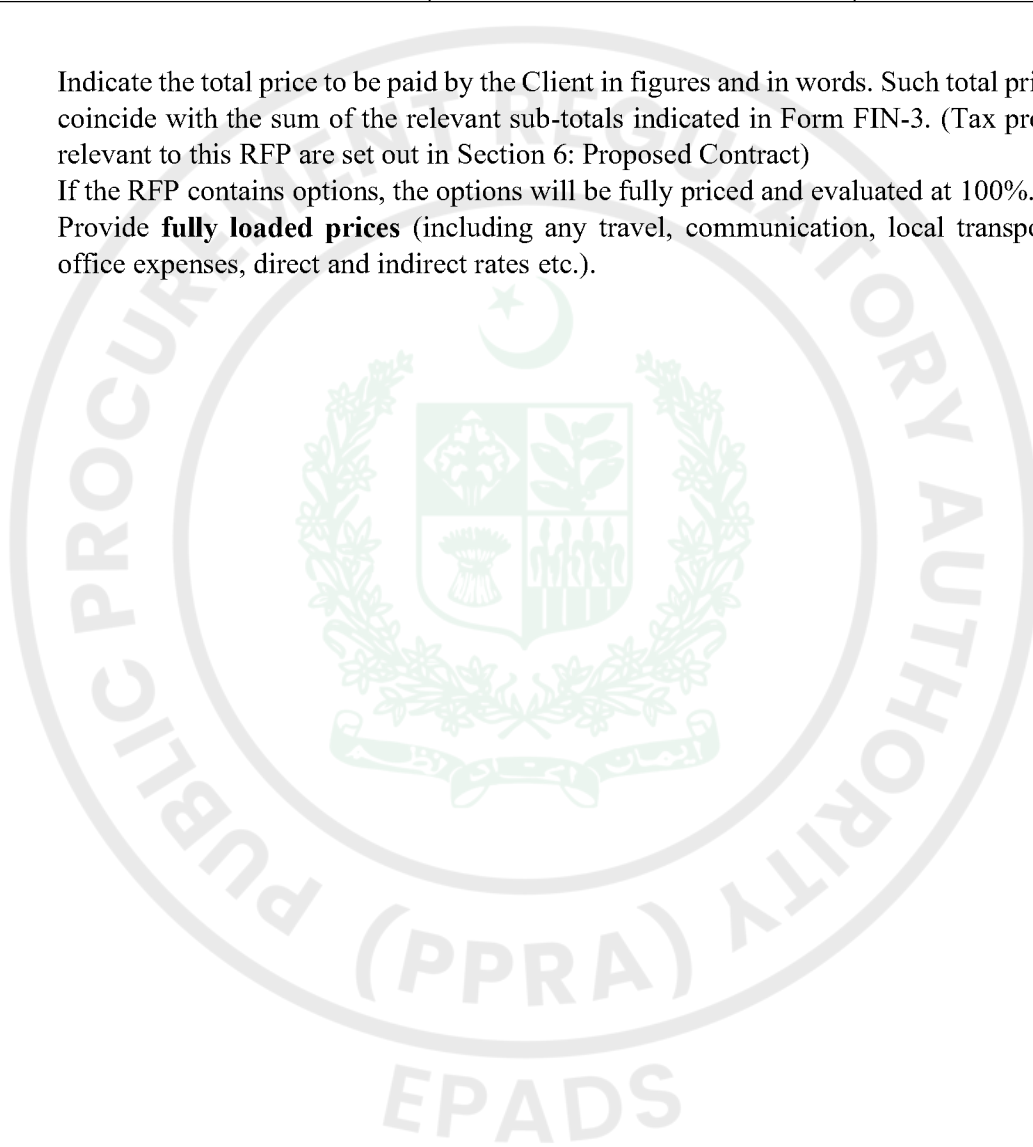
\*Amount must coincide with the ones indicated under total price of Form FIN-2.



**Form FIN-2. Price Summary**

	Price	
	In Words	In Figures
Total Price of Financial Proposal		

1. Indicate the total price to be paid by the Client in figures and in words. Such total price must coincide with the sum of the relevant sub-totals indicated in Form FIN-3. (Tax provisions relevant to this RFP are set out in Section 6: Proposed Contract)
2. If the RFP contains options, the options will be fully priced and evaluated at 100%.
3. Provide **fully loaded prices** (including any travel, communication, local transportation, office expenses, direct and indirect rates etc.).



*Qam*

### Form FIN-3. Breakdown of Price by Activity

[Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client and/or for the purpose of verification of the market reasonableness of the prices offered. Please complete for each phase.]

Group of Activities by Phase <sup>1</sup>	Description <sup>2</sup>	
	Price <sup>3</sup>	
	In Words	In Figures
Total		

**Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. Include base and option years.**

- (1) Names of activities (phase) should be the same as or correspond to the ones indicated in the second column of Form TECH-7.
- (2) A short description of the activities whose price breakdown is provided in this Form.
- (3) Provide fully loaded prices (including any travel, communications, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit).

### Form FIN-4. Breakdown of Remuneration

[Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the Consultant for possible additional services requested by the Client.]

Name <sup>1</sup>	Position <sup>2</sup>	Person-Month Fully Loaded Rate <sup>3</sup>		
			In Words	In Figures
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		
		Home		
		Field		

**Form FIN-4 shall be filled in for the same Key Professional Personnel and other Personnel listed in Form TECH- 6.**

- (1) Professional Personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
- (2) Positions of the Key Professional Personnel shall coincide with the ones indicated in Form TECH-6.
- (3) Indicate separately person-month rates for home and field work. Provide fully loaded prices (including international travel, communication, local transportation, office expenses, and shipment of personal effects, direct and indirect rates and profit).
- (4) See PDS 3.6 regarding expenses.



## Form FIN-5. Bid Securing Declaration

*[The Consultant shall fill in this Form in accordance with the instructions indicated.]*

Date: *[insert date (as day, month and year)]*

To:

**Divisional Engineer Civil,**  
Hyderabad Airport, Pakistan Airports Authority

We, the undersigned, declare that:

We understand that, according to your conditions, Proposals must be supported by a Bid Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Pakistan Airports Authority for the period of time as determined by the Authority if we are in breach of our obligation(s) under the Proposal conditions, because we:

- (a) have withdrawn or modified our Proposal during the period of Proposal Validity specified in the Form of Proposal;
- (b) Disagreement to arithmetical correction made to the Proposal price; or
- (c) having been notified of the acceptance of our Proposal by the Pakistan Airports Authority during the period of Proposal Validity, (i) failure to sign the contract if required by Pakistan Airports Authority to do so or (ii) fail or refuse to furnish the Performance Security (if required) or to comply with any other condition precedent to signing the contract specified in the RFP Documents.

We understand this Bid Securing Declaration shall expire if we are not the successful Consultant, upon the earlier of (i) our receipt of your notification to us of the name of the successful Consultant; or (ii) twenty-eight (28) days after the expiration of our Proposal.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the Proposal for and on behalf of:  
*[insert complete name of Consultant]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*  
Corporate Seal (where appropriate)

