

ISLAMIC REPUBLIC OF PAKISTAN  
GOVERNMENT OF THE PUNJAB



CONTRACT FOR ENGINEERING CONSULTANCY SERVICES  
(Time-Based)

FOR

REVIEW OF FEASIBILITY STUDIES AND DETAIL DESIGN FOR  
DRAINAGE SCHEME IN SELECTED AREA OF IRRIGATION ZONE  
BAHAWALPUR

Between

GOVERNMENT OF THE PUNJAB  
IRRIGATION DEPARTMENT

and

BARQAB CONSULTING SERVICES Pvt. LIMITED

CHIEF ENGINEER, BAHAWALPUR IRRIGATION ZONE,  
GOVERNMENT OF THE PUNJAB, IRRIGATION DEPARTMENT,  
BAHAWALPUR

FEBRUARY, 2023



## TABLE OF CONTENTS

<b>I.</b>	<b>Form of Contract</b>	<b>3</b>
<b>II.</b>	<b>General Condition of Contract</b>	<b>6</b>
A.	General Provision	7
B.	Commencement, Completion, Modification and Termination of Contract	10
C.	Obligations of the Consultant	14
D.	Consultant's Experts and Sub Contractors	18
E.	Obligations of the Procuring Agency	19
F.	Payment to the Consultants	21
G.	Fairness and Good Faith	24
H.	Settlement of Disputes	24
I.	Corrupt Practices	25
<b>III</b>	<b>Special Condition Of Contract</b>	<b>29</b>
	APPENDIX-A Terms of References	35
	APPENDIX-B Key Experts	47
	APPENDIX-C Remuneration Cost Estimates	50
	APPENDIX-D Reimbursable Expenses Cost Estimates	52
	APPENDIX-E Form of Advance Payment Guarantee	55
	Annexure-A Team Composition, Assignment and Experts Inputs	58
	Annexure-B Work Schedule and Deliverables	60
	End	61





b2  
JEN

3

## I. FORM OF CONTRACT

## Form of Contract

### TIME-BASED

*[Text in brackets and/or in italics is for guidance purposes only and should be deleted in the final contract]*

This Contract (hereinafter referred to as the "Contract") is made at Bahawalpur, Pakistan on the 28th day of the month of FEB, 2023.

### BETWEEN

**Government of the Punjab** acting through Chief Engineer Irrigation Zone Bahawalpur, represented by Executive Engineer Drainage Division Bahawalnagar (hereinafter called the "Client", which expression shall, wherever the context so requires or permits, include the successors, legal representative and permitted assigns)

### AND

**M/S BARQAAB Consulting Services (Pvt.) Limited** "(hereinafter called the "Consultants") which expression shall include the successors, legal representatives and permitted assigns.

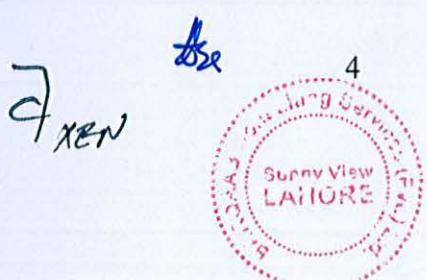
The Client and the Consultant shall hereinafter individually be referred to as the "Party" and collectively as "Parties".

### WHEREAS:

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

NOW THEREFORE, the parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) General Conditions of Contract (including Attachment 1 "Bank Policy – Corrupt and Fraudulent Practices "Corrupt Practices".
  - (b) Special Conditions of Contract; and
  - (c) Appendices as under:
    - Appendix A: Terms of Reference
    - Appendix B: Key Experts
    - Appendix C: Remuneration Cost Estimates
    - Appendix D: Other Expenses, Provisional Sums and Contingency Cost Estimates
    - Appendix E: Form of Advance Payments Guarantee
    - Appendix F: Minutes of Contract Negotiations Meeting



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

2. The mutual rights and obligations of the Client 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 this Contract; and
  - (b) the Client shall make payments to the Consultant in accordance with the provisions of this Contract.

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

**For and on behalf of the Client**

Witness

Signatures

Name AHMAD SOHAIL

Title Sub Divisional Officer  
Drainage Sub Division  
Bahawalnagar

(CLIENT)

Signature

Name JAWAD QAYYUM

Title Executive Engineer  
Drainage Division  
Bahawalnagar

(Seal)

Witness

Signatures

Name M. ALTAF HUSSAIN BHATTI

Title C.E (Contracts)

For and on behalf of

(CONSULTATNS)

Signature

Name Engr. Abdul Samad Qureshi

Title General Manager (Water & Coordination)  
BARQAAB Consulting Services (Pvt.) Ltd.  
Sunny View Estate, Kashmir Road, Lahore

(Seal)

## II. GENERAL CONDITIONS OF CONTRACT



6

J.DEN

## II. General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

- 1.1 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 province of Punjab or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
  - (b) "**Bidder**" means Consultant, Contractor, JV/ Consortium, a person, firm, company or an organization who or which undertakes to supply goods, services or works; the terms are interchangeable;
  - (c) "**Consultant**" means an individual Consultant or a consulting firm as the case may be;
  - (d) "**Contract**" means an agreement enforceable by law;
  - (e) "**Contractor**" means a person, Consultant, firm, company or an organization which undertakes to supply goods, services or works;
  - (f) "**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 Sub-Contractor; and any other personnel assisting the Contractor in the execution of the Contract to be supervised by the Consultant (if applicable).
  - (g) "**Day**" means calendar day unless indicated otherwise.
  - (h) "**Effective Date**" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
  - (i) "**Experts**" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or JV/ Consortium member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
  - (j) "**Foreign Currency**" means any currency other than the Pakistani Rupees.
  - (k) "**GCC**" means these General Conditions of Contract.
  - (l) "**Government**" means the Government of Pakistan.
  - (m) "**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

J  
XEN



Contract.

- (n) "**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.
- (o) "**Local Currency**" means the currency of Pakistan.
- (p) "**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.
- (q) "**Party**" means the Procuring Agency or the Consultant, as the case may be, and "Parties" means both of them.
- (r) **Procuring Agency**" means:- The government office/ entity procuring the services.
- (s) **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.
- (t) "**SCC**" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (u) "**Services**" means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) "**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.
- (w) "**Sub-Contractors**" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (x) "**Third Party**" means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-Consultant.

**2. Relationship between the Parties**

2.1. The Consultant shall be responsible to the Procuring Agency for the satisfactory work done as per the Contract agreement. He shall also be held responsible for the services provided by him as per rule 54 of the PPR-14. This Contract shall govern the relationship between the Procuring Agency and the Consultant.

**3. Law Governing Contract**

3.1. The Contract shall be governed and interpreted in accordance with the laws of the province of Punjab, 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 Procuring Agency'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 or a Consortium, 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**
- 1 Punjab 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.
  - 10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-Consultants, sub-Contractors, Consultants, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any Bid submission, Primary Procurement



process, Framework Agreement performance, Secondary Procurement process, and/or Call-off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.

**10.3** Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt practices must be made in writing or in electronic forms that provide record of the content of communication.

**10.4** Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt practices in competing for the Contract.

**10.5** Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the S-17A of PPRA Act, 2019 and rule 21, read with Schedule appended to, PPR-14.

**a. Commissions  
and Fees**

**10.1.** The Procuring Agency requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

**B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

**11. Effectiveness  
of Contract**

**11.1.** 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.

**12. Termination of  
Contract for  
Failure to  
Become  
Effective**

**12.1.** 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, cancel the Contract.

**13. Commenceme  
nt of Services**

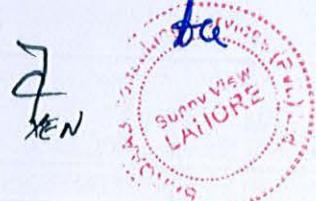
**13.1.** The Consultant shall confirm availability of Key Experts and other experts/ personnel required for carrying out the Services after the Effective Date as specified in the **SCC**.

**14. Expiration of  
Contract**

**14.1.** 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**.

**15. Entire  
Agreement**

**15.1.** 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.

#### **16. Modifications or Variations**

16.1. 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, as per Rules. Each Party should give due consideration to any proposals for modification or variation made by the other Party.

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

#### **17. Force Majeure**

##### **a. Definition**

17.1. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party or for which any party is not responsible in any way, 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, terror attack, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. 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-Contractors or agents or employees such as: any grenade attack or bomb explosion or armed attack which could have been prevented by taking better security measures, provided Security of the site is indicated in the Contract as Consultant responsibility; (ii) any event which a diligent Party is reasonably expected to anticipate and take into account before entering into the Contract or for which precautionary measures could have been taken or any hurdles could have been avoided or overcome in carrying out the contractual obligations.

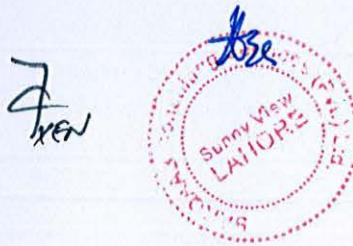
17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

##### **b. No Breach of Contract**

17.4. 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.

##### **c. Measures to be Taken**

17.5. 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.



17.6. 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.

17.7. 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.

17.8. 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:

- (a) 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
- (b) 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.

17.9. 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.

## 18. Suspension

18.1. 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 satisfactorily carrying out the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to rectify such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

## 19. Termination

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

### a. By the Procuring Agency

19.1.1 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) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); at least five (5) calendar days' written notice in case of the event referred to in (f); and, on 24 hours written/ electronic notice, or as mentioned in the SCC, in case of event



referred to in (g):

- (a) If the Consultant fails to rectify 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 (or, if the Consultant consists of more than one entity) or 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 49.1;
- (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) calendar 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;
- (g) If the Consultant fails to submit deliverables and delays such satisfactory submission for more than 48 hours in emergency/ urgent nature cases or as mentioned in the Contract.

19.1.2 if the Consultant, in the judgment of the Procuring Agency has engaged in Corruption, as defined in the GCC, 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.

**b. By the Consultant**

19.1.3 The Consultant may terminate this Contract, by not less than thirty (30) calendar 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, for the satisfactory performance, to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 49, within forty-five (45) calendar 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) calendar days.

J  
XEN

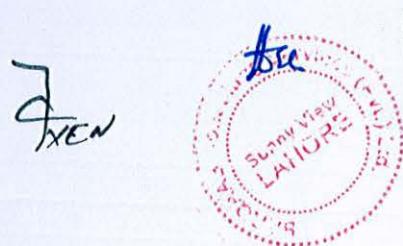


- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 49.
  - (d) If the Procuring Agency is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer 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.
- c. Cessation of Rights and Obligations**
- 19.1.4 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.
- d. Cessation of Services**
- 19.1.5 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.
- e. Payment upon Termination**
- 19.1.6 Upon termination of this Contract, the Procuring Agency shall make the payments to the Consultant w.r.t. remuneration for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures actually incurred prior to the effective date of termination, and pursuant to Clause 43, if the Consultant is not at fault and in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

- a. Standard of Performance**
- 20.1 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. The regulatory framework, inter alia, S-2 (d) and S-17(A) of PPRA, Act, 2009 and rule 21, rule 54, and the Schedule appended with, PPR-14 are applicable to the Consultant in letter and in spirit.

20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-Contractors as are required to carry out the Services and agreed in this Contract.

20.3 The Consultant may sub-contract part of the Services to an extent and with such Key Experts and Sub-Contractors as may be approved in advance by the Procuring Agency.

**b. Law Applicable to Services**

20.4 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-Contractors, comply with the Applicable Law.

**21. Conflict of Interests**

**a. Consultant Not to Benefit from Commissions, Discounts, etc.**

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

21.1.1 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-Contractors, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment or bribe or gift from the Contractors and/ or any other party related to the Contract/ work in any way..

21.1.2 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.

**b. Consultant and Affiliates Not to Engage in Certain Activities**

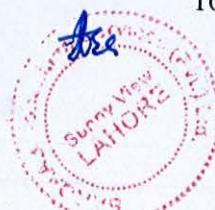
21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's

7  
XEN



	Services for the preparation or implementation of the project, unless otherwise indicated in the <b>SCC</b> .
c. <b>Prohibition of Conflicting Activities</b>	21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Contractors 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.
d. <b>Strict Duty to Disclose Conflicting Activities</b>	21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Contractors shall have an obligation to disclose any situation of actual or potential conflict that affects 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.
<b>22. Confidentiality</b>	22.1 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.
<b>23. Liability of the Consultant</b>	23.1 Subject to additional provisions, if any, set forth in the <b>SCC</b> , the Consultant's liability under this Contract shall be as determined under the Applicable Law.
<b>24. Insurance to be Taken out by the Consultant</b>	24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at its (or the Sub-Contractors', 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 <b>SCC</b> , 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.
<b>25. Accounting, Inspection and Auditing</b>	25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Contractors 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.  25.2. The Consultant shall permit and shall cause its agents (where declared or not), Sub-Consultants, sub-Contractors, Consultants, 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 Sub-Consultants' and sub-Contractors' attention is drawn to Sub-Clause 10.1 (Fraud and Corruption) which provides, inter alia, that acts intended to

J  
XEN



materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to Contract termination.

**26. Reporting Obligations**

26.1 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.

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

27.1 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.

27.2 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**.

**28. Equipment, Vehicles and Materials**

28.1 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.

28.2 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, or otherwise stated in the **SCC**.

**29. Code of Conduct**

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

J  
XEN



#### D. CONSULTANT'S EXPERTS AND SUB-CONTRACTORS

##### **30. Description of Key Experts**

- 30.1 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**.
- 30.2 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.
- 30.3 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.

##### **31. Replacement of Key Experts**

- 31.1 Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.
- 31.2 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, as agreed to by the Procuring Agency.

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

- 32.1 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 subject to provisions of PPR-14

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

##### **33. Removal of Experts or Sub-Contractors**

- 33.1 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

7  
xen



request, provide a replacement.

33.2 In the event that any of Key Experts, Non-Key Experts or Sub-Contractors 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.

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

**34. Replacement/  
Removal of  
Experts –  
Impact on  
Payments**

34.1 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.

**35. Working Hours,  
Overtime,  
Leave, etc.**

35.1 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**.

35.2 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.

35.3 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 satisfactory progress and or impact adequate supervision of the Services.

**E. OBLIGATIONS OF THE PROCURING AGENCY**

**36. Assistance and  
Exemptions**

36.1 Unless otherwise specified in the **SCC**, the Procuring Agency should use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property



required for the Services and of the personal effects of the Experts and their eligible dependents.

- (d) 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.
- (e) Assist the Consultant and the Experts and any Sub-Contractors 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.
- (f) Assist the Consultant, any Sub-Contractors and the Experts or 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.
- (g) Provide to the Consultant any such other assistance as may be specified in the SCC.

#### **37. Access to Project Site**

37.1 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-Contractors or the Experts of either of them.

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

38.1 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.

#### **39. Services, Facilities and Property of the Procuring Agency**

39.1 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**.

J  
XEN



39.2 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, subject to PPR-14.

**40. Counterpart Personnel**

40.1 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**.

40.2 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, as per PPR-14.

40.3 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 may take appropriate action.

**41. Payment Obligation**

41.1 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**

**42. Ceiling Amount**

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

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

42.3 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, as per PPR-14.

**43. Remuneration and Reimbursable Expenses**

43.1 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

J  
XEN



performance of the Services.

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

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

43.4 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**.

43.5 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.

#### **44. Taxes and Duties**

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

#### **45. Currency of Payment**

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

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

46.1 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

7  
XEN



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 thirty (30) days after the receipt by the Procuring Agency of such itemized invoices for the satisfactory deliverables/ work, 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, after expiration of the defect liability/ warranty period if any, 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, after expiration of defect liability/ warranty period if any, 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.

#### 47. Interest on

47.1 If the Procuring Agency had delayed payments beyond thirty

d  
XEN



**Delayed Payments**

(30) days after the due date, after satisfactory submission/completion of deliverables, as 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****48. Good Faith**

48.1 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****49. Amicable Settlement**

49.1 Any dispute of any kind whatsoever between the Authority and the Consultant 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. Save in declared emergencies and urgencies in which the decision of the Procuring Agency shall be final.

49.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 49.1, 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 this Contract and the Arbitration Act 1940.

49.3 Notwithstanding any reference to the arbitration herein, the parties may continue to perform their respective obligations under the Contract.

J  
XEN



## I. CORRUPT PRACTICES

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

[(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

### **Blacklisting & Debarment:**

Blacklisted Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

### **Substantial Requirements & Procedure for Blacklisting & Debarment:**

As per S-17A of PPRA, Act, 2009:

**17A. Blacklisting.**— (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

J  
XEN



(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

**21. Blacklisting.** -(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
- (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

## SCHEDULE

see sub-rule (6) of rule 21

### BLACKLISTING MECHANISM OR PROCESS

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
2. The show cause notice shall contain:
  - (a) precise allegation, against the bidder or Contractor;

J  
Xen



- (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and
- (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.
  4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
  5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.
  6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.
  7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.
  8. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
  9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
  10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
  11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
  12. The Authority shall immediately publish the information and decision of blacklisting on its website.
  13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
  14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
  15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.



16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

J  
XEN



### III. Special Conditions of Contract

J  
ren



Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract																				
1.1(b) and 3.1	The Contract shall be executed in accordance with the laws applicable in the jurisdiction of the province of Punjab.																				
4.1	<b>The language is:</b> English																				
6.1 and 6.2	<p><b>The addresses are:</b></p> <table border="1"> <tr> <td data-bbox="459 516 807 606"><b>Client:</b></td><td data-bbox="807 516 1339 606"><b>Punjab Irrigation Department, Government of the Punjab</b></td></tr> <tr> <td data-bbox="459 606 807 696"><b>Attention:</b></td><td data-bbox="807 606 1339 696"><b>Chief Engineer, Irrigation Zone, Bahawalpur</b></td></tr> <tr> <td data-bbox="459 696 807 785"><b>Phone:</b></td><td data-bbox="807 696 1339 785"><b>+92 629250333</b></td></tr> <tr> <td data-bbox="459 785 807 875"><b>Facsimile:</b></td><td data-bbox="807 785 1339 875"><b>+92 62 9250333</b></td></tr> <tr> <td data-bbox="459 875 807 919"><b>E-mail (where permitted):</b></td><td data-bbox="807 875 1339 919"><b>Cebahawalpur_irrigation@yahoo.com</b></td></tr> <tr> <td data-bbox="459 919 807 1009"><b>Consultant:</b></td><td data-bbox="807 919 1339 1009"><b>BARQAAB Consulting (Pvt.) Limited</b> Sunny View Estate, Kashmir Road Lahore</td></tr> <tr> <td data-bbox="459 1009 807 1098"><b>Attention:</b></td><td data-bbox="807 1009 1339 1098"><b>Mr.Abdul Samad Qureshi</b> <b>General Manager (W &amp; C)</b></td></tr> <tr> <td data-bbox="459 1098 807 1188"><b>Phone</b></td><td data-bbox="807 1098 1339 1188"><b>+92 4299202094</b></td></tr> <tr> <td data-bbox="459 1188 807 1277"><b>Facsimile:</b></td><td data-bbox="807 1188 1339 1277"><b>+92 4299202095</b></td></tr> <tr> <td data-bbox="459 1277 807 1293"><b>E-mail (where permitted):</b></td><td data-bbox="807 1277 1339 1293"><b>info@barqaab.com</b></td></tr> </table>	<b>Client:</b>	<b>Punjab Irrigation Department, Government of the Punjab</b>	<b>Attention:</b>	<b>Chief Engineer, Irrigation Zone, Bahawalpur</b>	<b>Phone:</b>	<b>+92 629250333</b>	<b>Facsimile:</b>	<b>+92 62 9250333</b>	<b>E-mail (where permitted):</b>	<b>Cebahawalpur_irrigation@yahoo.com</b>	<b>Consultant:</b>	<b>BARQAAB Consulting (Pvt.) Limited</b> Sunny View Estate, Kashmir Road Lahore	<b>Attention:</b>	<b>Mr.Abdul Samad Qureshi</b> <b>General Manager (W &amp; C)</b>	<b>Phone</b>	<b>+92 4299202094</b>	<b>Facsimile:</b>	<b>+92 4299202095</b>	<b>E-mail (where permitted):</b>	<b>info@barqaab.com</b>
<b>Client:</b>	<b>Punjab Irrigation Department, Government of the Punjab</b>																				
<b>Attention:</b>	<b>Chief Engineer, Irrigation Zone, Bahawalpur</b>																				
<b>Phone:</b>	<b>+92 629250333</b>																				
<b>Facsimile:</b>	<b>+92 62 9250333</b>																				
<b>E-mail (where permitted):</b>	<b>Cebahawalpur_irrigation@yahoo.com</b>																				
<b>Consultant:</b>	<b>BARQAAB Consulting (Pvt.) Limited</b> Sunny View Estate, Kashmir Road Lahore																				
<b>Attention:</b>	<b>Mr.Abdul Samad Qureshi</b> <b>General Manager (W &amp; C)</b>																				
<b>Phone</b>	<b>+92 4299202094</b>																				
<b>Facsimile:</b>	<b>+92 4299202095</b>																				
<b>E-mail (where permitted):</b>	<b>info@barqaab.com</b>																				
9.1	<p><b>The Authorized Representatives are:</b></p> <p>For the Client: <b>Executive Engineer Drainage Division</b> Bahawalnagar</p> <p>For the Consultant: <b>Representative BARQAAB Consulting Services (Pvt.) Limited.</b></p>																				
11.1	<p><b>The effectiveness conditions are the following:</b></p> <p>Signing of the Contract Agreement between the Parties.</p>																				
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b> The time period shall be <b>six (06) months</b> from the date the Contract was signed OR as mutually agreed by the Parties.</p>																				
13.1	<p><b>Commencement of Services:</b></p>																				



	<p>The number of days shall be <b>fifteen (15)</b> after the effective date of Contract.</p> <p>Confirmation of Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.</p>
<b>14.1</b>	<p><b>Expiration of Contract:</b></p> <p>The time period shall be <b>six (06) Months</b> after the commencement of services by the Consultants.</p>
<b>21.1.3</b>	<p>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes <u>✓</u> No _____</p>

J  
XEN



23.1	<p>The following limitation of the Consultant's Liability towards the Client can be subject to the Contract's negotiations:</p> <p><b>"Limitation of the Consultant's Liability towards the Client:</b></p> <ul style="list-style-type: none"> <li>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client, shall not be liable to the Client:           <ul style="list-style-type: none"> <li>(i) for any indirect or consequential loss or damage; and</li> <li>(ii) for any direct loss or damage that exceeds <b>one (01) time</b> the remuneration cost of the Contract;</li> </ul> </li> <li>(b) This limitation of liability shall not           <ul style="list-style-type: none"> <li>(i) affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</li> <li>(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the Applicable Law.</li> </ul> </li> </ul>
24.1	<p>The insurance coverage against the risks shall be as follows:</p> <p><b>(a) Professional liability insurance, with a minimum coverage of Rs. <u>216,000/-</u> [insert amount and currency that should be not less than the total ceiling amount of the Contract];</b></p> <p>(b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's country by the Consultant or its Experts or Sub-Consultants, with a minimum coverage in accordance with the applicable law in the Pakistan;</p> <p>(c) Third Party liability insurance, with a minimum coverage in accordance with the applicable law in the Pakistan;</p> <p>(d) employer's liability and workers' compensation insurance of the Experts and Sub-Consultants in accordance with the relevant provisions of the applicable law in the Client's country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p>
27.2	<p><b>The Consultant shall not use any of the maps, reports, design/other documents and software for purposes unrelated to this Contract without the prior written approval of the Client.</b></p>
42.2	<p><b>The ceiling in local currency is</b></p> <p><b>(A) Pak Rs.: <u>34,641,276/-</u> (Cost of Financial Proposal)</b></p> <p><b>(B) The estimated amount of local indirect taxes is Pak Rs. <u>4,640,176/-</u> Any indirect local taxes and other local taxes in accordance with GCC 43.2 chargeable in respect of this Contract for the Services provided by the Consultant shall be paid by the</b></p>

J  
XEN



	Client for the Consultant. The Consultants shall be registered with Punjab Revenue Authority (PRA). The Consultants shall mention the amount of indirect local taxes in its invoice.
43.3	No price adjustment on the remuneration applies.
44.1	The Client warrants that the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Experts any local indirect taxes and other local taxes <b>in accordance with GCC 44.1</b> , duties, fees, levies and other impositions imposed, under the applicable law in the Client's country, on the Consultant, the Sub-Consultants and the Experts in connection with carrying out of the Services.
45.1	<b>The currency [currencies] of payment shall be the following:</b> i) Pak Rupees
46.1(a)	The following provisions shall apply to the advance payment and the advance bank payment guarantee: i) An advance payment of <b>upto ten (10%) percent</b> of the agreed cost <b>in Pak Rupees</b> of respective currencies shall be made within <b>thirty (30) days</b> after the submission of acceptable bank payment guarantee. The agreed cost for the advance payment shall be exclusive of provisional sums, contingencies, indirect local taxes and other local taxes. The advance bank payment guarantee shall be in the amount and in the currency of the advance payment; The advance <b>payment</b> will be set off by the Client in equal installments against the statements for the <b>Second (2<sup>nd</sup>) and later invoices in equal installments</b> until the advance payment has been fully set off.
46.1(e)	The payment to the Consultants shall be made in the following bank accounts as claimed in the invoices:  For BARQAAB Bank Account Accounts Title <u>Barqaab Consulting Services Pvt. Limited</u> Account No. <u>3067390000008459</u> Branch Code <u>3064</u> Bank Name <u>Faysal Bank Limited</u>
47.1	<b>The interest rate is: 0% (Zero) per annum.</b>
49.	<b>For Domestic Consultants:</b> <b>1. Selection of Arbitrators.</b> In the event of any dispute arising under or in connection with this Contract (except any matter the decision of which is specially provided for hereunder) which can't be amicably resolved between the parties, the same shall be referred for award to the two arbitrators; one to be nominated by the Consultants and the other by the Client within 15 days of the

*q*  
XEN



	<p>be referred for award to the two arbitrators; one to be nominated by the Consultants and the other by the Client within 15 days of the reference and, one umpire to be mutually agreed by the Consultant and the Client within 15 days of the nominations of the arbitrators or in case of disagreement between the parties on the said umpire, the same shall be appointed by the Chairman, Pakistan Engineering Council within 30 days of the reference sent to him from either Party. The decision of the two arbitrators and the umpire shall be final and binding on the parties.</p> <p>Upon every and any such reference, the assessment of costs incidental to the reference and the award respectively shall be negotiated and mutually agreed upon when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration on cost sharing up front basis, but the Parties, shall bear their own costs and attorney's fees. Services under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Consultants shall be withheld of such proceeding.</p> <p><b>2. Rules of Procedures:</b> Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration Act 1940 of Pakistan and of the rules there-under and any statutory modifications there to.</p> <p><b>3. Substitute Arbitrators.</b> If for any reason the arbitrator/ umpire is unable to perform his or her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> <p><b>4. Nationality and Qualifications of the Arbitrator.</b> The arbitrator/ umpire appointed pursuant to paragraphs 1 above shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p> <p><b>5. Miscellaneous.</b> In any arbitration proceeding hereunder:</p> <ul style="list-style-type: none"> <li>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Lahore, Pakistan; and</li> <li>(b) the English language shall be the official language for all purposes.</li> </ul>
--	---

J  
XEN



## APPENDIX-A

## TERM OF REFERENCES

J  
XEN



35

## APPENDIX A – TERMS OF REFERENCE

### Review of Feasibility Studies and Detail Design for Drainage Schemes In Selected Areas of Bahawalpur Irrigation Zone

#### **1) Background/ Introduction.**

This PC-II is prepared for feasibility review and detailed design of three number drainage schemes in selected areas of Bahawalpur Irrigation Zone which are titled as under:-

1. Reclamation of water logged agriculture land of Border area along Hakra Canal.
2. Mitigation of water logging in District Rahimyar Khan.
3. Reclamation of water logged agriculture land in command area of Abbasia Canal and Abbasia Link Canal.

The feasibility study alongwith detailed design up to approval of PC-I has been carried out by the PIAP Consultants NESPAK Lahore. The PC-I for the above mentioned two number schemes reflected at serial No. 1 & 2 has been approved by Planning and Development Department in 2018 subject to the condition that "**sponsors will have third party review of the feasibility study/detailed design by the renowned consultants before execution as per framework issued by P&D**". Therefore the Department will have to get third party review before going to the execution phase. The PC-I of the third scheme has been deferred with the same condition.

To meet with the above mentioned condition imposed by the P&D Department, this PC-II is prepared to hire the consultants to carry out Third Party Evaluation of above mentioned drainage schemes.

#### **BRIEF INTRODUCTION**

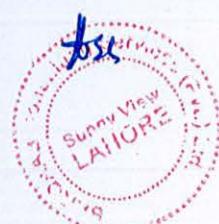
The scheme wise introduction is briefed as under:-

##### **i) Reclamation of Water Logged Agriculture Land of Border area along Hakra Canal**

The project falls in jurisdiction of Bahawalnagar District of the Punjab Province in Bahawalpur Irrigation Zone.

Water level has arisen alarmingly in 21,600 acres area along Hakra Branch Canal from RD. 20+000 to 50+000 and 175+000 to 260+000. An area of about 53,000 acres has been affected due to rise in water level. The groundwater table in vast belt between Indian Border and left side of Hakra Branch has considerably been raised during the last 10 years. The agriculture productivity of this area has been reduced.

J  
XEW



Water logging has caused adverse social and economic effect on local community causing poor living standard, health problems for humans and animal, crumbling of mud and brick houses and difficulties for flow of traffic. Many people have migrated to other places. This adverse condition has necessitated the implementation of remedial measures to give relief to effected area.

### **ii) Mitigation of Water Logging in District Rahimyar Khan.**

The project area falls in the jurisdiction of Tehsil Sadiqabad of District Rahimyar Khan. The irrigation network of about 167 miles length provides irrigation water to 1.6 million acre area in Rahimyar Khan District. The irrigation water is provided to this fertile land through three canals off-taking from Panjnad Head works namely Panjnad Main Line canal, Abbasia canal and Abbasia Link canal. Water logging and salinity problem emerged during seventies of the last century. The problem of water logging and salinity started aggravating after 40 years of the commissioning of Irrigation system. SCARP-VI was launched by WAPDA with the financial assistance of World Bank in order to reclaim the fertile lands of Rahimyar Khan by constructing surface drains besides installation of 514 tube wells in saline zone belt of the project area.

Water logging has caused adverse social and economic effect on local community causing poor living standard, health problems for humans and animal, crumbling of mud and brick houses and difficulties for flow of traffic. The project aims for reclamation of 26000 acres of severely water logged area where as a total of 90,497 acres of partially waterlogged area will also be benefitted.

### **iii) Reclaiming Water Logged Agriculture Land in command area of Abbasia Canal and Abbasia Link Canal.**

The project area falls in the jurisdiction of Bahawalpur Irrigation Zone and spreads in Tehsil Liaqatpur & Khanpur of District Rahimyar Khan and Tehsil Ahmadpur East of Bahawalpur District. The area comprising of 61,914 acres of Gross Command Area, including agricultural lands of 41,883 acres which has been waterlogged needs reclamation under this project.

## **2) ISSUES / PROBLEMS**

Scheme wise project location and geographical area to be covered is discussed as under:

### **i. Reclamation of Water Logged Agriculture Land of Border area along Hakra Canal**

The proposed project is located in the south-eastern part of Punjab Province. It covers part of the Tehsils of Bahawalnagar, Haroonabad and Fortabas in Bahawalnagar District. The area is bordered on the northwest by the Malik

J  
XEW



Branch canal, on the south by lands served by the Hakra canal and on the east by India.

Gross command area (GCA) under the project is 670,665 acres and Cultivable commanded Area (CCA) is about 547,444 acres. There are approximately 242,000 inhabitants, living in a rural setting with many villages. Major town in the area is Haroonabad. The study area is located in the Hakra command area, between latitude 29°3'35" N to 29°56'3" N and longitude 72°14'35" E to 73°26'17" E.

The area consists of both, alluvial and Aeolian plains. The Sutlej River and former Hakra River constituted the active and abandoned alluvial flood plains. The rolling dune-covered Aeolian plains are constituted by the Cholistan Desert. The topography of the area is generally flat with outcropping sand dunes. Natural drainage is lacking in the area. The natural surface level varies from 479 ft to 535 ft above mean sea level. The lands are sloping in the southwest direction. The topsoil is medium-textured and is underlain by thick sand and silt of several hundred meters. The occurrence of compact and calcareous silty/clay non-continuous layers at varying depths that restrict the groundwater flow to deeper layers and act as barriers is reported. The alluvial deposits are formed during recent and Pleistocene ages.

## ii. Mitigation of Water Logging in District Rahimyar Khan

The project area falls in the jurisdiction of Bahawalpur Irrigation Zone and spreads in Tehsil Sadiqabad of district Rahimyar Khan. Agricultural productivity of the area has suffered due to shallow water table. Some areas of Sadiqabad Tehsil has become water logged due to seepages from canal network, field irrigation and the water table has risen and is now at ground surface at some places. Total area severely affected in the above mentioned region is about 24,000 acres.

The irrigation water is provided to this fertile land through three canals off-taking from Panjnad Head works namely Panjnad Main Line canal, Abbasia canal and Abbasia Link canal. Water logging and salinity problem emerged during seventies of the last century. The problem of water logging and salinity started aggravating after 40 years of the commissioning of Irrigation system.

Soils in the project area are mostly coarse to medium textured, calcareous and therefore slightly alkaline, low in organic matter and nitrogen, low to moderately low in phosphorous and well supplied with potash. Most of the soils are quite permeable, well aggregated and non-erosive, have moderate water holding capacities and are resistant to alkali hazards. In short, the project area soils are good and have as high a production potential.

*J  
XEN*



### iii. Reclaiming Water Logged Agriculture Land in command area of Abbasia Canal and Abbasia Link Canal

The project area is located in Bahawalpur Irrigation zone and is under Bahawalpur civil administrative Division. This area is in a triangular shape with Panjnad Barrage near Uch Sharif Chenab and Indus rivers in the north-west, Ahmedpur in East, Cholistan desert in south and Rahimyar Khan in south-west in Bahawalpur and Rahimyar Khan Districts of Punjab. This study area is located in Latitude ranging from 29°13'23.90"N to 28°35'2.89"N and Longitude 71°3'56.37"E to 70°44'24.19"E. Agricultural productivity of the area is suffering due to shallow water table. Some areas in Liaqatpur Tehsil Rahimyar Khan District has become water logged due to seepages from canal network, field irrigation and the water table has risen and is now at ground surface at some places.

Abbasia Link Canal System was constructed by WAPDA and commission in 2003 as part of Scarp-VI for segregation of perennial and non-perennial supplies of Khanpur and Rahimyar khan Canal Divisions as the area along Panjnad Canal was being water logged due to continuous supply through Panjnad Main Line for the command area of Khanpur and Rahimyar khan Canal Divisions. With the operation of this channel, the area in a pocket in between Abbasia Canal and Abbasia Link Canal started experiencing water logging which progressively increased over time.

## 3) Objectives of Consultancy

### a) Overall Objectives

Overall objective of consultancy services is to review and update the following feasibility studies carried out by PIAIP Consultants and to prepare detail design, PC-I, construction drawings, BOQ, tender documents for the projects.

1. Reclamation of water logged agriculture land of border area along Hakra canal.
2. Mitigation of water logging in District Rahimyar khan.
3. Reclamation of water logging agriculture land in command area of Abbasia canal and Abbasia link canal.

The Objectives of the feasibility studies conducted were to:

- Eradication of water logging and salinity menace of the agriculture lands.
- Lowering and controlling groundwater table levels which would facilitate agricultural production.
- Provide safe disposal of saline groundwater.

7  
XEW



- Enhance the agricultural productivity of lands and bring about prosperity of the deprived people.

Water logging has caused adverse impacts on the living standard of the population of project area, directly or indirectly depends on agriculture for their livelihood and as such the project objectives has direct linkage with the sector objectives as reclaimed areas would benefit the local communities to improve their living standard.

#### b) Specific Objectives

The purpose of the consultancy services is to carryout detail review of feasibility study conducted by the PIAP consultants.

- The consultants shall carryout detail reconnaissance survey of the project area, review the feasibility studies carried out by the consultants and submit their review report.
- The consultants shall carryout necessary survey required to verify the baseline data and any investigation which they deem necessary to verify the field conditions.
- The Consultants shall prepare detail report on their review of feasibility studies which shall cover all environmental, economic, social, technical aspect of the projects.
- The consultant shall identify any gaps in feasibility, update the feasibility study and submit the draft updated report on feasibility study.
- The consultants shall submit the final updated feasibility study report after incorporation of comments of the client.
- After submission of final feasibility study report the consultant shall review the design of all civil, electrical and mechanical components of the project and prepare the detail design report of all structures involved in the project along with reference material.
- The consultants shall prepare land acquisition documents and identify the land acquisition requirement along with any resettlement requirement with cost estimate.

2  
XEN



- The consultants shall prepare detail land acquisition documents from revenue record.
- The consultants shall prepare detail drawings based on detail design of each structural component involved in the project with detail cost estimate, rate analysis of non-standardized items of work, PC-1, BOQ, Tender documents etc.

#### **4) Time duration for proposed consultancy.**

The completion time for the review of feasibility studies is proposed as 6-Months.

### **5) SCOPE DUTIES & RESPONSIBILITIES OF CONSULTANTS**

#### **a) General Scope of work**

##### **Phasing of Assignment**

**3.1.** The assignment of Consulting Service's is divided into two phases (single contract):

(1) **Assignment A** is to ascertain needs/scope of field data collection, conducting and supervising investigations, surveys and material testing if any required, collection of all other requisite field data, reports, analysis / review of collected all type of data identified / required for the completion of review and updating feasibility reports. The consultants shall verify the already available data including investigation and surveys and shall submit their report.

(2) **Assignment B** will be divided in three batches.

**B1:** On the basis of collected field data, its analysis / review, detailed deliberations the consultants shall submit the review of feasibility reports prepared by the PIAP consultants. The consultants shall identify any gaps and shortcomings in feasibility studies and recommend the way forward. Consultants shall identify any additional investigation/survey required to update the feasibility studies and shall prepare updated feasibility study report. Consultants shall verify the existing survey and carryout additional survey if required.

**B2:** Detailed design / drawings of all structural components of project shall be prepared by consultants in respect of approved feasible sites

7  
XEW



as determined in batch B1 and shall be submitted along with detailed calculations and drawings for each individual site based on topographic survey for approval by the competent authorities. All observations in this regard shall be diligently addressed by the consultants. The consultants shall make use of already available data including surveys and investigations and shall carryout additional investigation/survey required to complete the assignment.

**B3:** On the basis of approved detailed designs, prepare detailed estimates / PC-I's along with BOQ's and tender documents and draft for Section 4 under Land Acquisition Act along with its all pre-requisites shall also be included in this batch.

**3.2** Time for completion of assignment A & B will be over period of 6 months in a single contract. The single contract for assignments A & B would be financed from Annual Development Program (ADP) Punjab as per allocated funds.

**b) Detail Description of Assignments**

The services under Assignment-A will include:

- (i) Review of existing data including geotechnical investigation, topographic survey, material testing etc and to ascertain needs/scope of any additional field data collection required for review and updating of feasibility study duly considering all aspects including but not limited to topographical, geotechnical, hydrological, geological, social, environmental & resettlement, materials testing and structural data etc.
- (ii) Collection, analysis and supervision of all type of data including quantity & quality assurance of all type of data ascertained for preparation of technical & economic feasibility report, detailed design and project preparation. The consultant shall determine and carryout the additional survey on tentative basis to ascertain the original survey/any new proposal and geo technical investigation required for the project feasibility and detail design. Consultants shall be responsible to assure the correctness and completion of topographic survey and geo technical investigation to their entire satisfaction for development of reliable databank for feasibility study and detail design. Collection of all type of secondary data from meteorological and other relevant departments required for completion of assignments shall also be the assignment of consultants.

7  
XEN



- (iii) Analysis / review of all type of collected data identified / required for completion of feasibility reports, detailed design and preparation of project.

### Description of Assignment – B

The activities and scope of work for the Assignment – B will include, but not limited to the following:

- (i) To carry out comprehensive review of already collected data / reports by department and developing best alternatives on basis of data collected.
- (ii) To ascertain needs of further field tests/survey and construction material testing from approved lab required for geo technical, designing purpose and compilation of social / environmental and resettlement plans.
- (iii) Review of all related available studies, reports and publications particularly of all the feasibility/ technical studies related to the project and related to the region and/ or globally.
- (iv) The Project area was not initially water logged, the feasibility study must explain the reasons for water logging.
- (v) Prepare review of feasibility study based on site inspection, study of already available data, field reconnaissance survey, verification of exiting investigation and survey and submit the review of feasibility study with their recommendations.
- (vi) Update the feasibility study reports based on shortcomings if any and prepare and submit the updated feasibility study report including all possible aspects i.e environmental impact assessment, resettlement studies, land acquisition, technical design reports, hydrological studies etc. to achieve the objective of the project.
- (vii) Carrying out detail hydraulic design covering all parameters / aspects related to drains, bridges, culverts, inlets, protection works, embankments required to achieve the objectives etc.
- (viii) Carrying out detail structural design covering all parameters / aspects related to bridges / embankment, Inlets, culverts etc. required to achieve the objectives.
- (ix) Determine and study various alternatives and identification of most suitable alternate with due consideration to technical, geo technical, ecological and environmental aspects.



- (x) Preparation of land acquisition documents as per Land acquisition Act 1894 as per relevant sections of act and as per record of revenue department. Consultant shall provide the Khasra / Killawise detail of land required to be acquired for each component and project along with copies of Ask-Shajra duly supported by revenue record.
- (xi) The consultants will study the impact of conjunctive use of saline water with canal water on crop and long term impact on agriculture land downstream pump house on Hakra Branch Canal.
- (xii) The consultants will consult with the stockholders to study the social impact assessment for downstream riparian whether they will allow conjunctive use of sodic/brackish water with canal water. The people of command area of Hakra Branch Canal use canal water for drinking of animals. The feasibility study must address the issue of impact of conjunctive use of water on the health of animals and human as well D/S pump house on Hakra Branch Canal.
- (xiii) The capacity of Aab-e-Hayat drain is 335 cusecs and 110 cs discharge of pumped water will be added to Aab-e-Hayat drain as per original feasibility report , it will encroach its free board. Moreover, these drains are seepage drains , they take rain water as well do during rainfall event ,the main drain will overflow due to non-availability of free board. This issue needs to be addressed in feasibility study.
- (xiv) Prepare draft feasibility report of the project including technical/engineering studies, hydraulic, hydrologic, structural, institutional, and economical / financial analysis, social and environmental impact and management plans. Specific conclusions / recommendations about the best alternate shall be essential part of the report.
- (xv) The operation and maintenance cost of the project needs to be addressed in detail on actual cost basis. The operational and maintenance cost must not be limited to the electricity bills or replacement of equipment on actual basis but also include the human resources cost as well to ensure feasibility of the project.
- (xvi) The draft feasibility report will be submitted to client for review and comments.
- (xvii) Approval of final feasibility reports from forum as directed by client.
- (xviii) Preparation of detail hydraulic, structural and geotechnical etc. design of all structural components involved in the project as per individual site

*ZEN*



conditions and requirement and shall provide the detail design, L-Section, x-sections and construction drawings of each structure as per detail topographic survey of individual site.

- (xix) Consultants shall include reference material used in detail design of each of the structural component in their detail design report shall also provide soft copy of design and drawings in the format as desired by the client department.
- (xx) Preparation of detailed cost estimates based on approved drawings by competent authority.
- (xxi) Consultants shall prepare the rate analysis of all non-scheduled items as per procedure and criteria of Finance Department Government of Punjab.
- (xxii) Preparation of bidding documents, including institutional and implementation arrangements, this also include, among other:
  - a. Prepare the detailed design, construction drawings, bills of quantities (BOQ) and tender documents for all aspects of work;
  - b. Preparing time bound implementation work plan and prepare bidding documents keeping in-view grouping of sub-projects in order to procure on the basis of PPRA rules.
- (xxiii) All the documents be provided to the client in shape of hard copies & soft copies (editable format)
- (xxiv) Preparation of PC-I as per requirements for getting approval from competent forum of PC-I.

All the data gathered through survey and investigation and reports prepared and submitted will be the intellectual property of the client.

*[Signature]*  
XEW



**5. Role of Client Agency**

- i. Client will provide initial data of Project to consultant and shall extend its cooperation / share its experiences for further development.
- ii. The client will supervise field data collection like geological investigation (surface & subsurface), topographic survey, material testing, and topographic survey of all project area. However, the consultants will ascertain needs/scope of field data collection of each sub project.
- iii. The client shall conduct regular progress review meetings and iron out problems reported and reviewed in the monthly reports generated by Consultant. The meetings can also be called at the request of the Consultant more frequently, if required.
- iv. The Consultant will coordinate closely with the client and other concerned forums indicated by client in discharging its obligations under the contract.
- v. The Consultant will coordinate and liaison for all the matters related to the assignment with client personnel nominated in contract as client representative or demanded by the client as project requirement.

J  
XEN



## APPENDIX – B

### KEY EXPERTS

J  
XEN



**APPENDIX – B****KEY EXPERTS**

Sr. No	Name	Nationality	Firm / Company	Position	No. of Persons)	Input (P.Ms)
1	Ch. Bashir Ahmad	Pakistan	BARQAAB	Team Leader	1	6
2	Shujaat Ali	Pakistan	BARQAAB	Principal Irrigation/Hydraulic Design Engineer	1	6
3	Ashfaq Hussain Qureshi	Pakistan		Principal Hydrologist	1	4
4	Saba Anwar	Pakistan	BARQAAB	Principal Structural Design Engineer	1	6
5	Moeen-ud-Din	Pakistan	BARQAAB	Senior Mechanical Engineer	1	3
6	Syed Zishan Ashiq	Pakistan	BARQAAB	Senior Geotechnical Engineer	1	4
7	Muhammad Bashir	Pakistan	BARQAAB	Economist/Financial Specialist	1	3
8	Mehwish Rehman	Pakistan	BARQAAB	Environmental/ resettlement specialist	1	3
9	Kamran Masood	Pakistan	BARQAAB	Senior Electrical Engineer	1	2
10	M. Altaf Hussain Bhatti	Pakistan	BARQAAB	Procurement and contract Engineer	1	2
11	Rana Waqar	Pakistan	BARQAAB	Junior Engineer Structure	2	5

**NON KEY EXPERTS**

12		Pakistan	BARQAAB	Junior Engineer Hydraulics / Irrigation	3	6
13		Pakistan	BARQAAB	Junior Engineer Geo tech	1	3



14		Pakistan	BARQAAB	Junior Engineer Mechanical	1	2
15		Pakistan	BARQAAB	Junior Engineer Ground Water	1	3
16		Pakistan	BARQAAB	Draftsman	3	4
17		Pakistan	BARQAAB	Computer operator/ Auto cad Operator	3	6
18		Pakistan	BARQAAB	Surveyor / Helper	6	4
19		Pakistan	BARQAAB	Patwari	6	4
20		Pakistan	BARQAAB	Gardawar	3	4

**Note:** The staff will work/ charged: For the Project office, One (1) month equals twenty two (22) working (billable) days and for Field offices, One (1) month equals twenty six (26) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

*ZEN*



## **APPENDIX-C**

### **REMUNERATION COST ESTIMATES**

7  
XEN



## FORM FIN-2 SUMMARY OF COSTS

**Review of Feasibility Studies & Detailed Design for Drainage Schemes In Selected Areas  
of Irrigation Zone Bahawalpur**

Sr.#	Item	Cost Pak Rupees
<b>Cost of the Financial Proposal</b>		
1	Remuneration Cost	21,671,100
2	Reimbursable Expenses	7,330,000
A	Total Cost of the Financial Proposal without Taxes	29,001,100
Indirect Local Tax Estimates • to be discussed and finalized at the negotiations if the Contract is awarded		
i)	Punjab Sales Tax 16%	4,640,176
B	Total Estimate for Indirect Local Tax	4,640,176
A+B	Total Cost of the Financial Proposal with Taxes	33,641,276

Provisional Sum		
a	Sub Surface Geo-Technical Investigations	
b	Topographic Survey	
c	Material Testing	
d	Land Acquisition Expenditure	1,000,000



XEN



**FORM FIN-3: BREAKDOWN OF REMUNERATION**

**Review of Feasibility Studies & Detailed Design for Drainage Schemes in Selected Areas of Irrigation Zone Bahawalpur**

Sr. No.	Name	Position / Designation	Person-Month Remuneration Rate PKR		Time Input in Person /Month	PKR		
<b>A. KEY EXPERTS</b>								
1	Ch. Bashir Ahmad	Team Leader	Home	453,750	8	2,268,750		
			Field	453,750	1	453,750		
2	Ashfaq Hussain Qureshi	Principal Hydrologist	Home	453,750	3	1,361,250		
			Field	453,750	1	453,750		
3	Shujaat Ali	Principal Irrigation / Hydraulic Design Engineer	Home	453,750	6	2,268,750		
			Field	453,750	1	453,750		
4	Saba Anwar	Principal Structural Engineer	Home	453,750	5	2,268,750		
			Field	453,750	1	453,750		
5	Syed Zishan Ashiq	Senior Geotechnical Engineer	Home	363,000	3	1,089,000		
			Field	363,000	1	363,000		
6	Muhammad Bashir	Economist/Financial Specialist	Home	399,300	3	1,197,900		
			Field	399,300	0	0		
7	Mehwish Rehman	Environmental / Resettlement Specialist	Home	399,300	2	798,600		
			Field	399,300	1	399,300		
8	M. Altaf Hussain Bhatti	Procurement and Contract Engineer	Home	363,000	2	726,000		
			Field	363,000	0	0		
9	Moeen Ud Din	Senior Mechanical Engineer	Home	399,300	2	798,600		
			Field	399,300	1	399,300		
10	Kamran Masood	Senior Electrical Engineer	Home	363,000	1.5	544,500		
			Field	363,000	0.5	181,500		
<b>A: Total of Key Experts</b>				39.00	<b>16,480,200</b>			
<b>B. NON KEY EXPERTS / TECHNICAL SUPPORT STAFF</b>								
11	TBN	Junior Engineer Hydraulics/ Irrigation (3)	Home	254,100	4	1,016,400		
			Field	254,100	2	508,200		
12	TBN	Junior Engineer Structure (2)	Home	145,200	4	580,800		
			Field	145,200	1	145,200		
13	TBN	Junior Engineer Geotech	Home	145,200	1	145,200		
			Field	145,200	2	290,400		
14	TBN	Junior Engineer Mechanical	Home	145,200	1	145,200		
			Field	145,200	1	145,200		
15	TBN	Junior Engineer Ground Water	Home	145,200	2	290,400		
			Field	145,200	1	145,200		
16	TBN	Draftsman (3)	Home	127,050	4	508,200		
			Field	127,050	0	0		
17	TBN	AutoCAD Operator	Home	127,050	6	762,300		
			Field	127,050	0	0		
18	TBN	Surveyors (6)	Home	0	0	0		
			Field	127,050	4	508,200		
<b>B: Total of Non-Key Experts</b>				33.00	<b>5,190,900</b>			
<b>A+B: Total Remuneration Cost</b>				72.00	<b>21,671,100</b>			



**CONSULTANT'S REPRESENTATIONS REGARDING COSTS AND CHARGES**

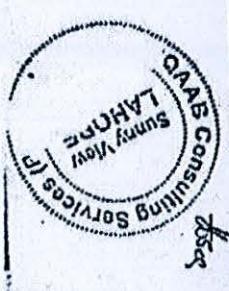
(Model Form I)

**Review of Feasibility Studies & Detailed Design for Drainage Schemes in Selected Areas of Irrigation Zone Bahawalpur**

**SARQAAB Consulting Services (Pvt.) Limited**

Sr. No.	Name	Position	SARQAAB Consulting Services (Pvt.) Limited					
			Basic Salary per Cal. Month (1)	Social Charges (5% of 1)	Overhead 65% of Col 1 (3)	Sub Total (1+2+3) (4)	Fee Month of Home Office (5)	Rate per Month of Home Office (6 = 4/5) (7)
1	Ch. Bashir Ahmad	Team Leader	250,000	-	162,500	412,500	41,250	45,3750
2	Asthaq Hussain Qureshi	Principal Hydrologist	250,000	-	162,500	412,500	41,250	45,3750
3	Shujaat Ali	Principal Irrigation/Hydraulic Design Engineer	250,000	-	162,500	412,500	41,250	45,3750
4	Saba Ahsan	Principal Structural Engineer	250,000	-	162,500	412,500	41,250	45,3750
5	Syed Zeshan Asfiq	Senior Geotechnical Engineer	200,000	-	130,000	330,000	33,000	36,3000
6	Muhammad Basir	Economist/Financial Specialist	220,000	-	143,000	363,000	36,300	39,3300
7	Mehwish Rahman	Environmental / Resettlement Specialist	220,000	-	143,000	363,000	36,300	39,3300
8	M. Altaf Hussain Bhatti	Procurement and Contract Engineer	250,000	-	130,000	330,000	33,000	36,3000
9	Moeen Ul Din	Senior Mechanical Engineer	220,000	-	143,000	363,000	36,300	39,3300
10	Kamran Masood	Senior Electrical Engineer	200,000	-	130,000	330,000	33,000	36,3000
11	TBN	Junior Engineer Hydraulics/Irrigation (3)	140,000	-	91,000	231,000	23,100	25,4100
12	TBN	Junior Engineer Structure (2)	80,000	-	52,000	132,000	13,200	14,5200
13	TBN	Junior Engineer Geotech	80,000	-	52,000	132,000	13,200	14,5200
14	TBN	Junior Engineer Mechanical	80,000	-	52,000	132,000	13,200	14,5200
15	TBN	Junior Engineer Ground Water	60,000	-	32,000	92,000	9,200	10,1200
16	TBN	Draftsman	70,000	-	45,500	115,500	11,550	12,7050
17	TBN	AutoCAD Operator	70,000	-	45,500	115,500	11,550	12,7050
18	TBN	Surveyor	70,000	-	45,500	115,500	11,550	12,7050

**Note:**  
1 The deployment of Key/Non Key staff will be in consultation with the Employer/Procuring Entity/Engineer as per actual site requirement.



## Form FIN 4 - Reimbursable Expenses

## Review of Feasibility Studies &amp; Detailed Design for Drainage Schemes in Selected Areas of Irrigation Zone Bahawalpur

Sr. No.	Name	Unit	Unit Price	Quantity	Amount
<b>Reimbursable Expenses</b>					
1	Rent of Hiring Vehicle with Driver (3 Nos.)	Vehicle Months	80,000	18	1,440,000
2	Fuel & Maintenance of Vehicles	Months	85,000	18	1,530,000
3	Furnished Office accommodation / Office Rent inclusive of all utility bills	Months	180,000	6	1,080,000
4	Cost of applicable local communications such as the use of telephone and facsimile required for the purpose of the services	LS	-	-	60,000
5	Cost of printing and dispatching of the reports to be produced for the Services	LS	-	-	60,000
6	Rental Computer / Laptop / Printer / Accessories etc.	LS	-	-	300,000
7	TA/DA for Staff on Tour to Project Sites	LS	-	-	1,000,000
8	Office Support Staff Office Manager / Accountant, Computer Operators, Utility Person etc.	LS	-	-	1,300,000
9	Patwari (6)	Months	60,000	4	240,000
10	Gardawar (3)	Months	80,000	4	320,000
<b>Total: Reimbursable Expenses</b>					<b>7,330,000</b>



**APPENDIX-E**  
**FORM OF ADVANCE PAYMENT GUARANTEE**

J YEN



{On Guarantor letterhead}

### Bank Guarantee for Advance Payment

**Guarantor:** \_\_\_\_\_ [insert commercial Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [insert Name and Address of Procuring Agency]

**Date:** \_\_\_\_\_ [insert date]

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ [insert number] \_\_\_\_\_

We have been informed that \_\_\_\_\_ {name of Consultant or a name of the Joint Venture/ Consortium, same as appears on the signed Contract} (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ {reference number of the Contract} dated \_\_\_\_\_ {insert date} \_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_ {brief description of Services} (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ {insert amount in figures}() {amount in words} is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] () [amount in words]<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ {name and address of bank}.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as "paid" by the Procuring Agency which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

7  
XEN



payment, or on the \_\_\_ day of \_\_\_{month}\_\_\_, {year}\_\_\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

*{Note: All italicized text in brackets { } is for indicative purposes only to assist in preparing this form and shall be deleted from the final product}*

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [insert duration, eg: six months, one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

7  
XEN



## **ANNEXURE-A**

### **TEAM COMPOSITION, ASSIGNMENT AND EXPERTS INPUTS**

7  
XEN



**ANNEXURE-A****TEAM COMPOSITION, ASSIGNMENT AND EXPERTS INPUTS**

No	Name	Position (as in TECH - 6)	Time Input in Person/ Month
1	Ch. Bashir Ahmad	Team Leader / Project Manager	5
2	Shujaat Ali	Principal Irrigation/Hydraulic Design Engineer	3
3	Ashfaq Hussain Qureshi	Principal Hydrologist	5
4	Saba Anwar	Principal Structural Design Engineer	5
5	Moeen-ud-Din	Senior Mechanical Engineer	2
6	Syed Zishan Ashiq	Senior Geotechnical Engineer	3
7	Muhammad Bashir	Economist/Financial Specialist	3
8	Mehwish Rehman	Environmental/ resettlement specialist	2
9	Kamran Masood	Senior Electrical Engineer	1.5
10	M. Altaf Hussain Bhatti	Procurement and contract Engineer	2

11	TBN	Junior Engineers Hydraulic/ Irrigation	4
12	TBN	Junior Engineer Structures	4
13	TBN	Junior Engineer Geotech.	1
14	TBN	Junior Engineer Mechanical	1
15	TBN	Junior Engineer Ground Water	2
16	TBN	Draftsman	4
17	TBN	Auto Cad Operator	6
18	TBN	Surveyors	4

J  
XEN



**ANNEXURE – B**  
**WORK SCHEDULE AND DELIVERABLE**

J  
XEN



60

## REVIEW OF FEASIBILITY STUDIES AND DETAIL DESIGN FOR DRAINAGE SCHEMES IN SELECTED AREA OF IRRIGATION ZONE BAHAWALPUR.

## TECH-5 WORK SCHEDULE

Sr. No.	Items of Work/Activities	Monthly Program from Date of Start of Assignment					
		1	2	3	4	5	6
<b>Design Studies</b>							
1	Mobilization of staff	■					
2	Collection & Review of Existing Study/Data	■	■				
3	Reconnaissance Visit of Project Site	■	■				
4	Detailed Condition Survey and Electro Mechanical Equipment, Topographic, Strip and Airframe Survey	■	■	■			
5	Hydrological (water Availability, water Quality), Sedimentation and Flood Studies.	■	■	■			
6	Geological Studies including Mapping and Geo Technical Investigations	■	■	■			
7	Detail Design/ Drawings of all Structure Components of Project	■	■	■	■		
8	GIS Studies and Preparation of GIS Maps	■	■	■	■	■	
9	Soil and Agricultural Studies for Command Area Development	■	■	■	■	■	
10	Sub-Soil/Water table & Water Quality Studies	■	■	■	■	■	
11	Environmental Studies (IEEMA) including Plan of Land Acquisition	■	■	■	■	■	
12	Preparation of Project Cost Estimates	■	■	■	■	■	
13	Project Economic and Financial Analysis	■	■	■	■	■	
14	Preparation of Bidding Documents, PC-L Contractors Qualification Criteria and Contract Documents	■	■	■	■	■	
<b>Deliverables</b>							
1	Preparation and Submission of Inception Report	↓					
2	Survey, Geo Technical Investigations, Material Testing and Time Bound Implementation Work Plan	↓					
3	Hydrological (water Availability, water Quality), Geo Technical Investigation, Sedimentation Study & Sub Soil Water Level	↓					
4	Land Acquisition Plan and Documents	↓					
5	Submission of Draft Feasibility Report	↓					
6	Final Feasibility Report	↓					
7	Detailed Design Report including BOO's, Tender Documents	↓					
8	PC-L Final Tender Documents, Contractors Qualification Criteria, Social Action Plan including Final Land Acquisition Document	↓					
9	Monthly Progress Reports and Monthly Presentation	↓					

Full Time  
Intermittent  
Ending Time

APPENDIX E - FORM OF ADVANCE PAYMENTS GUARANTEE  
[See Clause GCC 46.1(a) and SCC 46.1(a)]

✓  
XEN

