

Government of Gilgit-Baltistan
GILGIT-BALTISTAN ENVIRONMENTAL PROTECTION AGENCY



REQUEST FOR PROPOSAL

CONSULTANCY SERVICES FOR

“Master Planning for Sustainable Management and Development of
Khunjerab, Attabad Lake, Upper Kachura and Babusar”

**PROCUREMENT OF CONSULTANCY SERVICES FOR
“Master Planning for Sustainable Management and Development of Khunjerab,
Attabad Lake, Upper Kachura Lake and Babusar”**

REQUEST FOR PROPOSAL

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SECTION-I
INSTRUCTIONS TO CONSULTANT

Letter of Invitation

The Master Planning for Sustainable Management and Development of Khunjarab, Attabad Lake, Upper Kachura and Babusar is being implemented by Government of Gilgit Baltistan through GB-ADP funding. This project invites **Technical and Financial Proposals** (Single Stage - Two Envelope basis) for “preparation of **Master Planning For Sustainable Management and Development of Khunjarab, Attabad Lake, Upper Kachura and Babusar**.”

The Project seeks the services of well reputed national and international consultancy firm/Company to prepare detailed Ecotourism Master Plans (Destination and Investment Management Plans) for the sustainable development of tourism in selected priority destinations while protecting the natural environment and beauty of the area. The master plan shall cover but not limited to (a) prepare a land-use plan of the area; (b) prepare master planning along with environmental safeguards; (c) generic designs for hotels, guesthouses, roads and other infrastructure and its planning guidelines, (d) designs for drinking water supply, treatment and distribution network (e) design for solid waste collection and safe disposal system, (f) design for wastewater collection, treatment and environment friendly disposal, (g) evaluate carrying capacity of the identified sites keeping in view the environmental significance of each site.

Bidding Document, containing detailed Terms & Conditions, procedure for submission of bids, bid security, performance guarantee etc. can be obtained from the office of the undersigned or may be downloaded from the websites (www.gbepa.gog.pk) free of cost from **18th October, 2021**. The proposals (Technical & Financial) prepared in accordance with the instructions in the bidding documents, must reach to the office of the undersigned before **10th November, 2021 by 11:00 a.m.** Received proposals will be opened the same day at 11:30 am.

(SHEHZAD HASAN SHIGRI)

Director

Gilgit Baltistan Environmental Protection Agency
Shahrah-e-Quaid-e-Azam, Khomer, Gilgit
05811-920679

DEFINITIONS

- a. "Client" means the agency with which the selected consultant signs for Contract for the services.
- b. "Consultant" means any entity or person that may provide or provides the Services to the Client under the contract.
- c. "Contract" means the Contract signed by the Parties and all general Conditions.
- d. "Data Sheet" means such part of the instructions to consultants used to reflect specific country and assignment conditions.
- e. "Day" means calendar day.
- f. "Proposal" means the Technical proposal and Financial Proposal.
- g. "RFP" means the Request for Proposal to be prepared by the client for the selection of Consultants.
- h. "Services" means the work to be performed by the Consultant pursuant to the Contract.
- i. "Sub-Consultant" means any person or entity with whom the Consultant subcontracts any part of the Services.
- j. "Terms of Reference" (TOR) means the document included in the RFP as Section-2, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected result and deliverables of the assignment.

INSTRUCTIONS TO THE BIDDERS

- 1.1 The client named in the data sheet will select a consulting Firm/Organization (The Consultant) in accordance with the method of selection specified in the Data Sheet.
- 1.2 The Consultants are invited to submit Technical and Financial Proposals, as specified in the Data Sheet for consulting service required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for signed Contract with the selected Consultant.
- 1.3 The Consultants should familiarize themselves with the conditions and take them into account in preparing their Proposal. To obtain first-hand information on the assignment and the conditions, Consultants may visit the Client before submitting proposals.
- 1.4 The client will timely provide at no cost to the Consultants the inputs as specified if any in the Data Sheet, make available relevant project data and reports.

1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

1.6. **Conflict of interest**

1.6.1. The Client requires that Consultants provide professional, objective, and impartial advice and at all-time hold the Client's interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligation to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

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

1.7. **Fraud and Corruption**

1.7.1. The Client requires that all participating Consultants adhere to the highest ethical standards, both during the selection process and throughout the execution of a Contract, in pursuance of this policy, the Client:

(a) Defines, for the purpose of this paragraph, the terms set forth below as follows:

(i) **Corrupt practice** means the offering giving receiving or soliciting, directly or indirectly of anything of value to influence the action of public official in the selection process or in contract execution:

(ii) **Fraudulent practice** means a misrepresentation or omission of acts in order to influence a selection process or the execution of a contract:

(iii) **Collusive practices** mean a scheme or arrangement between two or more consultants with or without the knowledge of the Client, designed to establish prices at artificial noncompetitive levels:

(iv) **Coercive practice** means harming or threatening to harm, directly or indirectly, person or their property to

influence their participation in a procurement process, or affect the execution of a contract.

- (b) Will reject a proposal for award if it determines that Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract.
- (c) Will sanction a consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time to be awarded a contract if at any time determines that the consultant has directly or through any agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the contract:
- (d) Will have the right to require that a provision be included requiring Consultant to permit the client to inspect their accounts and records and other documents relating to the submission of proposal and contract performance, and have them audited by auditors appointed by the client.

1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Client in accordance with the above part 1.7. Furthermore, the Consultants shall be aware of the provision on fraud and corruption stated in the specified clauses in the general conditions of Contract:

1.9. Only One Proposal

Consultants may only submit one proposal. If a Consultant submit or participates in more than one proposal, such proposal shall disqualify.

1.10. Proposal Validity

The Data Sheet indicates how long Consultants Proposals may remain valid after the submission date. During this period Consultants shall maintain the availability of Professional staff nominated in Proposal. The Client will make its best effort to complete negotiations within this period. Should the need and however, the Client may request Consultants to extend the Validity period of their proposals, Consultants who agree to such extend shall confirm that they maintain the availability of the professional staff nominated in the Proposal.

2. Clarification and Amendment of RFP Documents

2.1. Consultants may request a clarification of any of the documents up to the number of days indicated in the data sheet before the proposal submission date. Any request for clarification must be sent in writing or by standard electronic means to the Client's address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic

means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para, 2.2.

- 2.2. At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all consultants and will be binding on them. Consultants shall acknowledge receipt or all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1. The proposal as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language(s) specified in the Data Sheet.
- 3.2. In preparing their proposal, Consultants are expected to examine in detail the documents comprising the RFP material; deficiencies in providing the information requested may result in rejection of Proposal.
- 3.3. While preparing the Technical Proposal, Consultants must give particular attention to the following, as shortfalls may result in non-responsiveness and further detailed evaluation will not be carried out:
 - (a) Firm/ Company having JV with other company/firm have to submit their JV declaration on a stamp paper mentioning all the terms and conditions of their mutual agreement for this particular assignment.
 - (b) List of litigations/Blacklisting cases or actions of the firms/JV if any for last 05 years with any organization. In case no litigation / blacklisting history the firm/JV will provide updated Affidavit duly endorsed by Notary Public on a stamp paper.
 - (c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - (d) Documents to be issued by the consultants as part of this assignment must be in the language(s) specified in the Reference of the Data Sheet.
- 3.4. **Technical Proposal Format and Content**
Detailed Technical Proposal should be submitted.

- (a) The list of the Proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks.
 - (b) Estimate of the staff input needed to carry out the assignment. The staff-months input should be indicated separately for home office and field activities, and for professional staff.
 - (c) CVs of the Professional/Staff shall be signed by the staff themselves and also by the concerned officer of the firm and Property dated (updated and renewed). Updated Pakistan Engineering Council (P.E.C) Certificate for the key staff as Professional Engineers must be provided. If a CV is formed to be attached with more than one Technical Proposal all such CV's will be graded zero marks.
- 3.5. The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- 3.6. **Financial Proposals**
The Financial Proposal shall be prepared using the attached standard forms/Covering letter Annexed at page no 29.
- 3.7. **Taxes**
The Consultants may be subject to local taxes (such as: sales tax, income taxes on, duties, fees, levies) on amount payable by the Client under the Contract.
- 4. Submission, Receipt and Opening of Proposal**
- 4.1. The original proposal (Technical Proposal and Financial Proposal) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the Proposal must initial such corrections. Submissions letters for both Technical and Financial Proposals should respectively be in the format mentioned.
- 4.2. An authorized representative of Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstration that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked "Original".
- 4.3. The Technical Proposals shall be marked "Original" or "Copy" as appropriate. The technical Proposals shall be sent to the addresses referred and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the

original. If there are discrepancies between the original and the copies of the Technical Proposal the original governs.

- 4.4. The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked "Technical Proposal". The Original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the name of the assignment, and with a warning "Do not open with the Technical Proposal" the envelopes containing the Technical and Financial Proposals shall be placed into outer envelope and sealed. This outer envelope shall bear the submission address and be clearly marked "Do not Open Except in Presence of the Official Appointed, Before the Date and time mentioned in para 4.5 of the Data Sheet". The client shall not be responsible for misplacement, losing or premature opening if the other envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in as separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non responsive.
- 4.5. The proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para 2.2 Any proposal received by the Client after the deadline for submission shall be returned unopened.
- 4.6. The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. **Proposal Evaluation**

- 5.1. From the time the Proposals are opened to the time the Contract is awarded, the consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking proposals, and recommendation for award of Contract may result in the rejection of the Consultant's Proposal. Evaluators of Technical Proposals shall have no access to the financial, Proposals until the technical evaluation is concluded.

5.2. **Evaluation of Technical Proposal**

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference applying the evaluation criteria, sub-criteria, and point system specified. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of

the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated.

5.3. Public Opening and Evaluation of Financial Proposals

After the technical evaluation is completed, the Client shall inform the Consultants who have submitted proposals, the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after Completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying marks.

5.4. Financial Proposals of the top three ranked firms shall be opened publicly in the presence of the Consultants representatives who choose to attend. They will be informed about the date, time and location for opening the Financial Proposals, the opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultant's attendance at the opening of Financial Proposals is optional:

5.5. The Evaluation Committee will correct any computational errors. In case of discrepancy between a partial amount and the total amount, or between word and figures the computational errors will be corrected by client and inform all the consultants. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the price of other activities or items.

5.6. The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

$$Sf=100 \times Fm \div F$$

(F=amount of specific Financial Proposals)

Proposals, in the quality com cost-based selection shall finally be ranked according to their combined technical (St) and financial (Sf) scores using the wrights (T- the weight given to the technical proposal, P=the weight given to the financial proposal: and T+P=1) indicated in the Data Sheet:

$$S = St \times T\% + Sf \times P\%$$

The Technical proposal will have a weightage of 80% and financial of 20% (Technical: Financial = 80:20)

6. Negotiations

6.1. Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the processing to negotiate with the next ranked Consultant. Representative conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a contract.

6.2. Technical Negotiation

Negotiation will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the consultant to improve the Terms of References. The Client and the Consultants will finalize the Terms of Reference, Staffing and bar charts indicating activities, staff, and periods in the field and in the home office, staff-month, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the contract as "Description of Services". Special attention will be paid to clear defining the inputs and facilities required from the client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by Client and the Consultant.

6.3. Financial Negotiation

Consultants will provide the client the information on remuneration rates described in the financial proposal Standard Forms of this RFP.

6.4. Availability of Professional Staff/Experts

Having selected the Consultant on the basis of, among other things and evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the professional staff named in the Proposal. Before contract negotiation, the Client will be required assurances that the experts will be actually available. The client will not consider substitutions during or that such changes are critical to meet the objectives of the assignments. If this is not the case and if it is established that key staff offered in the proposal without confirming their availability, the firm may be disqualified.

6.5. Conclusion of the Negotiation

The negotiations will conclude with a review of the Draft form of the contract. To complete negotiations the Client and the Consultant will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second to negotiate a contract.

7. **Award of Contract**

- 7.1. After completing negotiation the Client shall award the contract to the selected Consultant, and promptly notify all Consultants who have submitted proposals. After contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful consultants.
- 7.2. The Consultants expected to commence the assignment on the date and the location specified in the Data Sheet.

8. **No bid/offer will be considered if:-**

- a. Received without or deficient of required earnest money.
- b. Received after the date and time fixed for tender submission.
- c. Received incomplete or without required information/documents.
- d. The tender is unsigned/ unstamped.
- e. The offer is ambiguous.
- f. The offer is made by unauthorized agent of firm/company.
- g. The offer is from a firm which is blacklisted by any Govt. office.
- h. The offer is conditional.

9. **Confidentiality**

Information relating to evaluation of Proposals and Recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the Process of contract, The undue use by any consultant of confidential information related to the process may result in the rejection of its proposal and may be subject to the provisions of the anti-fraud and corruption policy.

SECTION-II
TERMS OF REFERENCE (TOR)

Terms of Reference

1. General

- | | | |
|-------|-------------------|---|
| 1.1. | Assignment | Master Planning for Sustainable Management and Development of Khunjerab, Attabad Lake, Upper Kachura Lake and Babusar |
| L1.2. | Assignment Time | 12 Months |
| 1.3. | Reporting Officer | Director, Gilgit-Baltistan Environmental Protection Agency |

2. Background

Tourism is the main contributor to Gilgit-Baltistan's economy and job creation, and the number of domestic tourists traveling to GB keeps growing rapidly. According to the World Travel & Tourism Council, the total contribution of travel and tourism to Pakistan's GDP was USD 22,286.3 million, or 7.4% of GDP in 2017, and growth recorded for 2018 was 5.8%. The total contribution of this sector to employment including jobs indirectly supported by the industry was 6.5% of total employment and rose by 2.3% in 2018 and, 9.1% of total investments in 2017 through travel and tourism investment, rose by 5.2% in 2018.

With the devolution of the subject of environment and tourism to provinces in the 18th amendment in the constitution of Islamic Republic of Pakistan, the responsibility to protect the natural environment and ecotourism was shifted to the provinces.

Gilgit-Baltistan is blessed with the high-altitude mountains, glaciers, high altitude forest and pastures, unique alpine biodiversity, lakes and rivers, cultural heritage and friendly people. The region is located at the confluence of world's three mightiest mountain ranges; the Himalayas, the Karakorum and the Hindukush and it also has Pamir's in the northern most part. The region has long history and home to oldest civilization with rich culture and traditions which attract tourist from around the globe. For adventure seekers, there are 5 out of 8 mountains having 8 thousand meters and more altitude are located offering mountaineering, trekking, skiing, rock climbing, hunting, trout angling etc.

Due to recent 'over tourism', GB and its residence are at risk of missing the potential positive impact of tourism through job creation, income and improved service delivery and be left with the costs of a delapidated environment, insufficient service delivery and a ruined destination image. Early signs include traffic congestion, littering & unplanned waste collection, land and river pollution and road degradation amongst others. There is therefore a need for detailed tourism management planning while conserving the sensitive environment of the region and promoting sustainable development, identifying critical investment gaps and an optimum management system reflecting revenue opportunities and strengthening the policies and regulations in support of a sustainable, inclusive tourism system in Gilgit-Baltistan.

GB is facing the risk of becoming a low-spent destination, unable to generate sufficient revenues to protect, develop and maintain the very natural and cultural assets on which tourism depends. Public and private sector investments need to be guided towards sites & areas where sustainable growth is possible and existing enterprise can capture higher yields/visitor by creating industry linkages, introducing (self-guided) standards and brand recognition. The current market is controlled by the supply-side which means that, in season, these enterprises can charge any rate they like which limits the need for quality in service and facilities as a means of market diversification. Maximizing the number of visitor arrivals without increasing value and ensuring sustainability would result in unsustainable economic gains when revenues are not invested back into protection and conservation.

GB has the means to attract private sector investment and increase the value generated per visitor (i.e. average daily spend per visitor multiplied by their average length of stay) through a structured sustainable development approach. Sustainability refers to the environmental, economic, and socio-cultural aspects of tourism development, and the need to manage these three dimensions to guarantee that a destination continues to provide benefits in the long-term.¹Sustainable tourism requires a higher level of coordination than other industries, especially at the destination level.

3. RATIONALE

The government of Gilgit-Baltistan has prioritized environmental protection and conservation of natural resources for betterment of local communities while promoting ecotourism in the region. The government has also intended to keep the natural beauty of environmentally sensitive and critical areas like Babusar village to the top, Attabad Lake circumference, Upper Kachura and Khunjerab top. It is also recognized by the government to promote sustainable development in such areas in line with the needs of the environment, best international practices and carrying capacity of that specific areas.

In this context, the Government of GB's commitment to protect the natural beauty of Babusar in line with its ecological sensitivity and fragility and to portray its vista as "Summer Gateway". Similarly, beauty and environmental importance of Khunjerab Top and its manifestation as "Summer Gateway" while protecting the resource is intended. Between the two gateways of GB, Attabad Lake has emerged as best tourist destination attracting tourist and investors from across the country and abroad. Attabad lake has experienced mushroom growth of hotels and restaurants and also boating services. It has been recognized by the government that the environment of Attabad Lake is under immense pressure that need urgent attention.

4. CONSULTANCY OBJECTIVES

The purpose of the Consultancy is to assist the Government of GB in preparing innovative and detailed Ecotourism Master Plans (Destination and Investment

Management Plans) for the sustainable development of tourism in selected priority destinations while protecting the natural environment and beauty of the area. The master plan shall cover but not limited to (a) prepare a landuse plan of the area; (b) prepare environmental sensitivity profile along with environmental safeguards; (c) generic designs for hotels, guesthouses, roads and other infrastructure and its planning guidelines, (d) designs for drinking water supply, treatment and distribution network (e) design for solid waste collection and safe disposal system, (f) design for wastewater collection, treatment and environment friendly disposal, (f) evaluate carrying capacity of the three identified sites keeping in view the environmental significance of each site.

Deliverables of this Consultancy will help inform subsequent implementation of key activities through various government departments and other interventions. Pre-designs and exact costing of identified infrastructure investments will be carried out by technical specialists and are not part of this Consultancy.

5. SCOPE OF WORK

The Consultancy will include the following phased activities:

5.1. Desk study and analysis of each destination for the following;

- 5.1.1. Relevant policies / laws / rules / regulations;
- 5.1.2. Present historical trend data and project a low, medium and high growth scenario and its outlook for the target areas;
- 5.1.3. Environmental reports of the area, EIA's conducted by various organizations for the projects in the area;
- 5.1.4. Forest and wildlife plans of the area;
- 5.1.5. NASSD reports and background papers;
- 5.1.6. Existing / ongoing public sector projects / programme in the areas and the feasibilities / PC-II's underway;
- 5.1.7. Describe the current management system of the ecologically sensitive and critical areas and assess their need for Master Planning and sustainable development;

5.2. Baseline Environmental Profiling

Provide an analysis of:

- 5.2.1. Conduct environmental baseline of the area covering flora and fauna, wildlife, water resources, ecological sensitivities;
- 5.2.2. Drinking water requirement of hotels and restaurants and visitors
- 5.2.3. Solid waste generation and present practices of disposal;
- 5.2.4. Wastewater generation rates and present condition of disposal and associated environmental degradation;
- 5.2.5. Regulatory processes for infrastructure in general and tourism infrastructure in particular Identification of environmental sensitivities of the area;
- 5.2.6. Conduct test for water, air and soil for assessment of environmental pollution;

- 5.2.7. Conduct survey to assess environmental degradation due to anthropogenic activities especially building and construction;
- 5.2.8. Evaluate the impacts of climate change;
- 5.2.9. Study existing institutional arrangement for infrastructure development, tourism management and environment in the area and also gap analysis of regulatory framework and institutional capacities;
- 5.2.10. Take inventory of hotels, restaurants, guesthouses, rest houses and other tourist facilities in the areas;
- 5.2.11. Undertake evidence based carrying capacity of the selected ecologically sensitive and critical areas;
- 5.2.12. Conduct socioeconomic baseline of the sensitive areas;
- 5.2.13. Study the tourist influx in the area daily, weekly, monthly and yearly and present the data in tabulated and graphical form;
- 5.2.14. Provide vehicular data entering into the sensitive areas in daily, weekly, monthly and yearly;
- 5.2.15. Take high resolution remote sensing images of the area along with GIS based mapping and ground truthing and develop land use plan of each sensitive area;

5.3. **Deliverables of the Assignment**

“Master Planning, Sustainable Management and Development Plan of Khunjarab, Attabad Lake, Upper Kachura and Babusar”

The Objective of the assignment is to prepare master plan of each selected area covering the following aspects:-

- 5.3.1. Provide high resolution Digital Elevation Model (DEM) of each sensitive area incorporating all essential components for such models;
- 5.3.2. Baseline data including information regarding demography, existing infrastructure, traffic count and tourist influx
- 5.3.3. Provide topographic survey and geotechnical analysis of the project area
- 5.3.4. Identification and mapping of wildlife attraction, archaeological heritage site, cultural attraction or any other tourist attractions;
- 5.3.5. Need assessment and design of additional infrastructure requirements of that area including roads, parking lots etc.
- 5.3.6. Provide land-use plan of the selected areas including Tourist infrastructure, boating areas in case of Attabad lake, mapping of Glamping and camping sites, No development zones, Protected zone on basis of slopes and elevation; protection of wilderness and vegetative areas; streams and other water bodies; identification of tourist facilitation and design of tourist information, facilitation and rescue zone;

- 5.3.7. Formulate guidelines for mountain infrastructure for eco-friendly development of the specified areas while protecting the natural environment and implementing master plan;
- 5.3.8. Document the roles and institutional responsibilities of managing these areas for implementation of master plans, conservation of natural resources, infrastructure development and tourist management;
- 5.3.9. Provide waste (liquid and solid) management system based on the baseline studies; local environment requirements and best international practices; expected and forecast solid waste generation; collection and environment friendly disposal mechanism for solid waste; liquid effluent collection and environment friendly treatment and disposal mechanism;
- 5.3.10. Provide detail of drinking water supply requirement of the area based on future projection of population growth and tourist influx; source identification; water storage and distribution mechanism for all the tourist facilities in the areas;
- 5.3.11. Suggest/propose an implementing body/institutional mechanism for implementation of master plan for each selected area.
- 5.3.12. Prepare and submit PC-I based on cost estimates as per Government schedules rates and Bill of Quantities (BOQ) on government format to be submitted for funding from government for execution and implementation of master planning of the selected areas.

6. METHODOLOGY

6.1. Desk research and assessment of existing development plans. Prior to field work, the consultant should conduct a thorough desk research of environment and tourism sector in GB, already mentioned in earlier sections of this document, as well as other relevant policies, plans, laws and rules/regulations of GB and need for update and/or comprehensive restructuring.

6.2. Field visits and stakeholders' consultations. In addition to desk review and data analysis, the consultant will undertake stakeholders' consultations, focussed group discussions, field visits, and prepare detailed maps showing the baseline environmental profiling, environmental degradation, environmental sensitivities, all land-use plan and impact of proposed development of each destination in those areas within each destination. The Consultancy will provide creative assistance for the presentation/publication of highly visual and easy to read information for public dissemination.

6.3. Identification of successful environment friendly ecotourism models. The consultancy should describe and analyse successful ecotourism development models while protecting environment and conserving natural resources. This description would showcase key lessons learned related to utilizing natural and heritage assets to develop tourism that benefits local populations and supports inclusive and sustainable economic growth, in particular in the areas of eco-

tourism, (soft) adventure, culture, gastronomy, (water, motor and winter sports and mountain tourism.

6.4. Special consideration must be given to each landscape, environmental sensitivities attached, livelihood dependence of communities on the natural resources of the area, infrastructural requirements, special designs for mountain infrastructure development guidelines and cultural aspects for the infrastructure and buildings. Master Planning for Sustainable Management and Development of Khunjarab, Attabad Lake, Upper Kachura and Babusar will have to be sensitive to the needs of each site and suggest specific activities for this segment.

6.5. Consultations, Government officials, private sector and NGO's of the area. The Consultancy must proceed within a framework of high level and frequent consultation with key technical agency include the Environmental Protection Agency, Department of Forest and Wildlife, Directorate of Archaeology, Department of Tourist, Planning and Development Department, NGO's, LSO's, CBO's, and private sector including the hotel owner association and restaurants associations, transporters association, tour operators etc.

7. DELIVERABLES & TIMELINE

The key deliverables for this Consultancy are site specific Master Plans for each area with detailed reports, maps and designs, summary and PowerPoint presentations for each selected destination covering the main phased activities, described in the scope of work section and in Annex. Deliverables should be at such detail that they directly inform the implementation of present and future interventions in the sector. An indicative program for specific deliverables and expected timing is shown below:

Steps	Deliverables	Timeline
1	Inception report providing: <ul style="list-style-type: none"> • Conceptual/analytical framework to identify all relevant research and analysis • List of all stakeholders to be consulted • Detailed analytical approach and work plan • Timelines for the entire assignment in a Gantt Chart • Table of content of final report to identify the sections of the final report 	Within 2 weeks of contract signature
2	Summary report or presentation of key findings from desk research	Within 4 weeks of contract signature
3	Field survey and stakeholder consultations	Within 10 weeks of contract signatures
4	Draft baseline reports	Within 15 weeks of contract signature
5	Draft land-use plans, drinking water, solid waste and wastewater plans	Within 24 weeks of contract signature
6	Draft guidelines and generic designs for buildings	Within 28 weeks of

	and other infrastructure	contract signature
7	Final Master Plans, PC-I, designs, guidelines, summary and PowerPoint presentations	Within 32 weeks of contract signature
8	Dissemination of Plans through workshops in Chilas, Gilgit, Skardu and Hunza	Within 48 weeks of contract signature

The total level of effort for the assignment is estimated at 8 technical staff months. This does not include research analyst and other support staff.

8. QUALIFICATIONS OF THE CONSULTANCY FIRM

The Consultant must demonstrate the skills and experience required to undertake the tasks set out in these terms of reference. Specifically:

Section-I-Technical Evaluation Criteria

S.No.	Description	Remarks (Proofs to be attached)	Points
1	Age of the firm/Year of establishment (0.5 mark for each year, max. marks 5)	Certification of incorporation attached	5
2	The firm should have legal presence/Registration in Pakistan (in-case of multinational firm, it shall have a local registration or JV with local firm/company)	Proofs of registration as well as address of registered office with telephone number	5
3	Number of Technical Professionals	Attach CVs	10
4	List of similar projects completed during last 10 years*	Provide copies of work completion certificate	25
5	List of similar projects in hand*	Provide copies of work order issued	25
6	Proven Experience in developing master plans of such high alpine mountain natural environment; developing spatial, product and/or engineering concept designs, mountain infrastructure designs and concepts, solid and liquid waste management system design	Proof record of relevant Experience must be attached	10
7	Methodology to carry-out the assigned task	Attach the methodology	10
8	Bank statement of last 6 months with closing balance of Rs. 1.0 Million minimum.	Bank statement	10

Note: Relative marking technique will be adopted for S.No. 4 to 8.

* 10 + years of experience in Master Planning, conservation of natural environment, master planning, ecotourism management and destination management; carrying out research work and preparation of actionable and detailed plans for ecosystem-based development of environmentally sensitive areas, management plans for sustainable development and ecotourism promotion.

The final report and its executive summary should be well-written and proof read, edited and formatted. The consultant may be requested to prepare presentations, info graphs of the interim and final deliverables as and when requested by the client. Management of the final workshops (deliverable no. 8 mentioned above) will be done jointly by GoGB and the consultancy firm.

9. WORKING ARRANGEMENTS

The Consultant will be required to present the findings of the various components of the studies to Government of GB representatives at key milestones during the Consultancy. The Consultancy will be extended advisory support from the Government of GB on its policies and the project, as appropriate, not binding however. The Consultancy will also be extended full support from the relevant agencies of the Government of GB through their designated representatives, regarding access to sites (by obtaining necessary clearances and NOCs), available data and information relevant to the preparation of the documents as well as to other key agencies and other stakeholders.

However, it is the sole responsibility of the qualified expert consultancy to contact the identified stakeholders, gather the necessary information, synthesize and analyze it as well as prepare all the assignment deliverables satisfactory to the Government of GB. The same consultant firm may be tasked to prepare similar plans for additional destinations depending upon satisfactory performance in this assignment.

9.1. Staffing – 12 Months

Sr.	Position	Qualification	Relevant Experience Years	No.
1	Master Planning Specialist	MS Civil Engineering/ Environmental Engineering/Town planning/ Architecture	15	1
2	Architectural Designer (landscaping Expert)	Architecture	10	1
3	Structural Engineer	MS Civil Engineering	5	
4	Cost Estimator /Costing Engineer	Civil Engineering	10	1
5	GIS Specialist	B.S GIS	5	1
6	Social Mobilizer	B.S Social Sciences	5	1
7	Environmentalist	BSc Environmental Sciences	5	1
8	Public Health Engineer	MS Public Health Engineering	5	1
9	Ecologist/Plantation Expert/Biodiversity Specialist	MS.c Botany/Forestry/Ecology	5	1
10	Design Engineer	MS Civil Engineering	5	1
11	Auto Cad Draftsmen/Surveyor	Diploma in AutoCAD	5	2

9.2. Data Sheet

Clauses	Amendments of and Supplements to Clauses in the Instruction to Consultants
1.1.	Name of Client Gilgit Baltistan Environmental Protection Agency

1.2.	Financial Proposal to be submitted together with Technical Proposal												
1.4.	The Client will provide relevant data/information and reports before closing date.												
2.1.	The Address for seeking clarification is Gilgit Baltistan Environmental Protection Agency Shahrah-e-Quaid-e-Azam, Khomer, Gilgit Ph# 05811-920679.												
3.1.	Proposals shall be submitted in English												
3.6.	All the reimbursable direct cost to be indicated by the consultants. Financial proposal is invited in Pakistani Rupees and payments thereof will be made in Pakistani Rupees.												
3.7.	Payments of all taxes/duties and other impositions as may be levied under the applicable law, in respect of consultants, sub consultants and their personnel shall not be the responsibility of Client.												
4.3.	Consultant must submit ONE original Technical proposal, and ONE original copy of Financial proposal.												
4.5.	The proposal submission address is: Gilgit Baltistan Environmental Protection Agency Shahrah-e-Quaid-e-Azam, Khomer, Gilgit Phone: +92-5811-920679 Fax : +92-5811-922016 Last date for submission of proposals: before November 04, 2021, 11:00 am												
5.2.	Criteria, Sub-Criteria and point system for Technical evaluation of proposals are: <table border="1"> <thead> <tr> <th>S.No.</th> <th>Description</th> <th>Weightage</th> </tr> </thead> <tbody> <tr> <td>i)</td> <td>Technical Qualification</td> <td>80%</td> </tr> <tr> <td>ii)</td> <td>Financial Qualification</td> <td>20%</td> </tr> <tr> <td></td> <td>Total (i+ii)</td> <td>100</td> </tr> </tbody> </table> Notes: The minimum technical score required to pass is: 60%	S.No.	Description	Weightage	i)	Technical Qualification	80%	ii)	Financial Qualification	20%		Total (i+ii)	100
S.No.	Description	Weightage											
i)	Technical Qualification	80%											
ii)	Financial Qualification	20%											
	Total (i+ii)	100											
5.3.	Following the ranking of Consultants based on evaluation of technical proposals. Financial Proposals of technically qualified firms shall be opened in the presence of Consultants representatives on the date, venue and time fixed and will be informed accordingly.												
6.1.	Expected date and address for contract negotiations will be notified after evaluation of proposal												
7.2.	Consultant will start master planning process upon signing of contract and issuance of commencement letter by the Client. 05% earnest money in the shape of call deposit should be accompanied with the proposals in the name of "Director Environmental Protection Agency Gilgit" from any schedule bank of Pakistan. The earnest money will be forfeited from the successful bidder in case of termination of contract.												

10. BIDDING PROCESS

In accordance with section 5 of the “Procurement for Hiring of Consultancy Services Regulations 2010”, Expression of Interest (EOI) will be invited from the interested parties. Request for Proposal (RFP) would be sought from the technically responsive firms. The tendering and evaluation would be single stage two envelope process and combine evaluation according to section B (ii) sub-clause c of PPRA 2010 will be followed.

Weightage for technical and financial proposals will be 80 and 20 percent respectively. Interested parties are required to submit “**Technical**” and “**Financial**” proposals in separate envelopes encapsulated in a single envelope according to the Single Stage Two Envelope Bidding Process provided in PPRA 2004.

10.1. Technical Evaluation

Bid will be evaluated on basis of “Cost and Quality Based Selection” (CQBS) procedure. Minimum score for technical qualification is 60 out of 100, candidate firms who scored 60 will be shortlisted for financial evaluation.

On basis of above mentioned, the firm with highest score will be awarded the consultancy services on basis of the cost and quality based selection procedure irrespective of the cost.

Note: JV’s are allowed, experience and financial strength of the JV companies will be considered jointly.

SECTION-III
SUBMISSION FORMS FOR TECHNICAL AND
FINANCIAL PROPOSAL

Technical Proposal Submission Form

To: The Director Environmental Protection Agency, Gilgit.

Address: GB-EPA Shahrah-e-Quaid-e-Azam, Khomer, Gilgit

Dear Sir,

We, the undersigned, offer to provide the Consulting Services for “**Master Planning for Sustainable Management and Development of Khunjerab, Attabad Lake, Upper Kachura Lake and Babusar**” in accordance with your request for proposal dated [insert date] and our proposal. We are hereby submitting our proposal, which includes technical and financial proposal sealed under a separate envelope.

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

If negotiations are held during the period of validity of the Proposal i.e. before the date indicated in Paragraph Reference 4.5 of the Data Sheet, we undertake to negotiate on the basis of the proposal staff. Our proposal is binding upon us subject to the modifications resulting from contract negotiations.

We undertake, if our proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

We remain,

Yours sincere

Authorized Signature (in full and initial) _____

Name and Title of the Signatory _____

Name of Firm: _____

Submission For Technical Proposal

1. Firms Reference

Relevant Services Carried Out in the Last Ten Years Which Best Illustrate Relevant Qualification

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

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Current USD/Rs)
Name of Senior Staff (Project Director/Co-coordinator, Team Leader) involved.		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		

Consultant Name: _____

2. Present Staff Deployment

Major Project(s) Presently Undertaken		
Field of Expertise	Total Number of Permanent Staff	Staff Assigned to Above Projects

3. Approach Paper on Methodology Proposed for Performing The Assignment

4. Comments/Suggestions of Consultants

5. Format Of Curriculum Vitae (CV) For Proposed Key Staff

- a. Name of Firm: _____
- b. Name of Staff: _____
- c. Proposed Position: _____
- d. Profession: _____
- e. Date of Birth: _____
- f. Academic Qualification: _____
- g. Years with Firm: _____
- h. Nationality: _____
- i. Membership in Professional Societies: _____
- j. Detailed Tasks Assigned on the Project: _____
- k. Key Qualification

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff members on relevant previous assignments and give dates and locations)

- l. Employment Record:
(Start with present position, list in reverse order employment held.)

m. Certification:

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

Signature of Staff Member

Authorized Official from firm

Financial Proposal Submission Form

To: The Director,
Gilgit Baltistan Environmental Protection Agency Gilgit.

Dear Sir,

We, the undersigned, offer to provide our services for _____
_____ in accordance with your Tender Documents, Notice dated. Our attached Financial Proposal is for the sum of PKR [Insert amount(s) in words and figures]. This amount is inclusive of the all taxes. Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, as mentioned in the Tender Documents.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Date:

SECTION-IV
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1. Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in signed Contract;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (d) "GC" means these General Conditions of Contract;
- (e) "Government" means the Government of the Islamic Republic of Pakistan;
- (f) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan;
- (g) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (h) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (i) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "Services" means the work to be performed by the Consultants pursuant to this Contract;
- (l) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services.
- (m) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant;
- (n) "Project" means the work specified for which consultancy services are desired.

1.2. Law Governing the Contract

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

1.3. Language

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

1.4. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be delivered to an Authorized Representative of the Party to whom the communication is addressed, or sent by registered mail, to such Party at the address of the Authorized Representative. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5. Location

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

1.6. Authorized Representatives

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

1.7. Taxes

Consultants, Sub consultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

1.8. Leader of Joint Venture

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

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

2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services.

2.2. Termination of Contract for Failure to Become Effective

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

2.3. Commencement of Services

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

2.4. Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified, or such extended time as may be allowed under Sub-Clause 2.6.

2.5. Modification

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

2.6. Extension of Time for Completion

If the scope or duration of the Services is increased:

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

2.7. Force Majeure

2.7.1. Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party

invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees.

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

2.7.2. No Breach of Contract

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

2.7.3. Extension of Time

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

2.8. Suspension of Payments by the Client

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

2.9. Termination

2.9.1. By the Client

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

(a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;

- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2. Cessation of Services

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

2.9.3. Payment upon Termination

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

Remuneration and reimbursable direct costs expenditure for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire.

3. OBLIGATIONS OF THE CONSULTANTS

3.1. General

3.1.1. Standard of Performance

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

3.1.2. Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Subconsultants, as well as the Personnel of the Consultants and any Subconsultants, comply with the Applicable Law.

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

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

3.3. Confidentiality

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

3.4. Liability of the Consultants

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

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

The Consultants have, to protect themselves, insure themselves against their liabilities. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants.

3.5. Consultant's Actions Requiring Client's Prior Approval

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

(a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;

(b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that

the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract.

3.6. Reporting Obligations

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

3.7. Documents Prepared by the Consultants to be the Property of the Client

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

3.8. Equipment and Materials Furnished by the Client

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

3.9. Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1. General

The Consultants shall employ and provide such qualified and experienced Personnel and Subconsultants as are required to carry out the Services.

4.2. Description of Personnel

The title, activities of job description and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.

4.3. Approval of Personnel

The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4. Removal and/or Replacement of Personnel

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Client; (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.

5. OBLIGATIONS OF THE CLIENT

5.1. Assistance, Coordination and Approvals

5.1.1. Assistance

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

(a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services.

(b) assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Consultants upon completion of the Services under this Contact;

(c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services.

5.1.2. Co-ordination

The Client shall:

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

5.1.3. Approvals

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

5.2. Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

6. FAIRNESS AND GOOD FAITH

6.1. Good Faith

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 to the objectives of this Contract.

6.2. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Sub-Clause shall give rise to a dispute subject to arbitration in accordance with Clause 7 hereof.

7. SETTLEMENT OF DISPUTES

7.1. Amicable Settlement

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

7.2. Dispute Settlement

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

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

8. Integrity Pact

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

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

(b) terminate the Contract; and

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

SECTION-V
APPENDIXES

Form of Contract

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

This CONTRACT (hereinafter called the "Contract") is made on the ___day of__ (month) of___ (year), between, on the one hand,

(Hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand,

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

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.

Witness
 Signatures _____

 Name _____
 Title _____

For and on behalf of

 (CLIENT)
 Signatures
 Name _____
 Title _____
 (Seal)

Witness
 Signatures _____

 Name _____
 Title _____

For and on behalf of

 (CONSULTANTS)
 Signatures
 Name _____
 Title _____
 (Seal)

Integrity Pact

Contract No. _____

Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

Notwithstanding any rights and remedies exercised by GoGB in this regard, [name of Supplier] agrees to indemnify GoGB for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoGB in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or

inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoGB.

Name of Contractor:

Signature:

[Seal]

Key Personnel and Subconsultants

[List under: C-1: Title [and names, if already available], activities of job descriptions and working hours of key Personnel to be assigned to work and staff-months for each.

C-2: List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1.]

CONTRACT FOR CONSULTANCY SERVICES FOR JVs

Between

(NAME OF THE CLIENT)

And

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

For

(BRIEF SCOPE OF SERVICES)

OF

(NAME OF PROJECT)

Month and Year

_____ (Name Of The Joint Venture Of The Consultants)

_____ (Name of Individual Consultants)