

CONTRACT

FOR ARCHITECTURE & ENGINEERING CONSULTANCY SERVICES

between

CIVIL SERVICES COOPERATIVE HOUSING SOCIETY LTD. KARACHI

and

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED

for

**PLANNING, DESIGNING AND SUPERVISION OF DEVELOPMENT
WORKS**

OF

**CIVIL SERVICES COOPERATIVE HOUSING SOCIETY
AT HAWKS BAY, KARACHI**

MARCH 2012



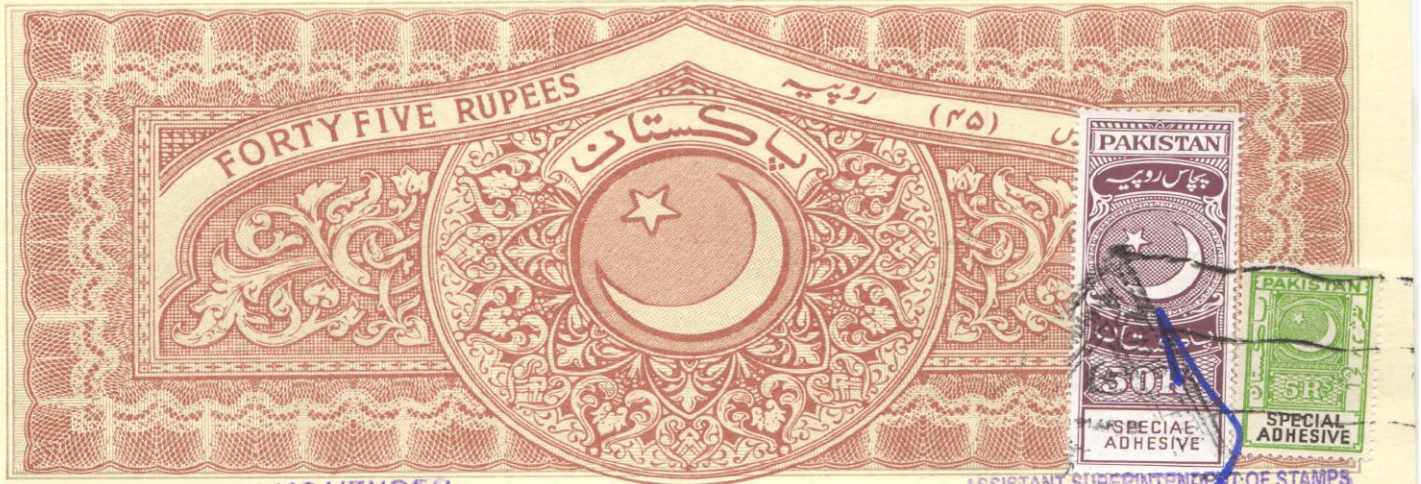
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AZAM ALAM STAMP VENDER
Licence No.78 G-7 Spanish Homes
Phase-1 D.H.A Karachi

10.7 MAR 2012

ASSISTANT SUPERINTENDENT OF STAMPS
STAMP OFFICE, CITY COURTS,
KARACHI

15 MAR 2012

S No. 44819 Date
Issued To With
Through With Address
Purpose
Value Rs. 100/- Attached
Stamp Vender Signature

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the 26 day of MARCH (month) of 2012 (year), between, on the one hand **Civil Services Cooperative Housing Society Ltd., Karachi** with its office at ST-21, Block-II, Circuit House-II, Opposite Ziauddin Hospital Clifton, Karachi (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, **National Engineering Services Pakistan (Pvt.) Limited** with its office at 4th Floor, N.I.C. Building, Abbasi Shaheed Road off Shahrah-e-Faisal, Karachi (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

- (a) the Client intends to hire the Consultants for providing certain consulting services for Planning, Designing and Supervision of Development Works of **Civil Services Cooperative Housing Society** at Hawksbay, Karachi as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

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

- (a) the General Conditions of Contract;
- (b) the Special Conditions of Contract;
- (c) the following Appendices:
Appendix A : Description of the Services
Appendix B : Reporting Requirements
Appendix C : Key Personnel and Subconsultants
Appendix D : Breakdown of Contract Price in Foreign Currency
Appendix E : Breakdown of Contract Price in Local Currency
Appendix F : Services & Facilities to be Provided by the Client



2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

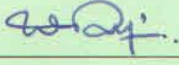
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

(Consultants)

(Client)

Signatures 

Signatures 

Name MUHAMMAD ARIF CHANGEZI
Title General Manager / Head
National Engg. Services Pakistan (Pvt.) Ltd.
A&P Division - Karachi

Name GHUFRAN MEMON
Title Secretary
(Seal) 

Witness

Witness

Signatures 

Signatures 

Name _____
Title KARIM QURESHI
General Manager
National Engineering Services Pakistan
A&P Division - Karachi

Name AGHIA WASIK ABBAS
Title MEMBER

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as 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 Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;



- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 Law Governing 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 deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

1.5 Location

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

1.6 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 in the SC.



1.7 Taxes and Duties

Unless specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Leader of 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 named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the 'Effective Date' as specified above, either party may, by not less than four (4) weeks' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

The term "Completion of Services" is as specified in the SC.



2.5 Modification

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

2.6 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 in the scope of services by the Client shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to 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.

2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants will not perform any services nor be entitled for any payment hereof.

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 (f):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;



- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- or
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue; or
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach; or
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

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



2.9.4 Payment upon Termination

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

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

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

2.9.5 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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



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

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade



commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Subconsultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages in design of the project.

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 may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

3.5 Other Insurance to be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.



3.6 Consultants' Actions Requiring Client's Prior Approval

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix. Any other report if required will be prepared by the consultants free of charge except the cost of printing as mutually agreed.

3.8 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof.

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

3.9 Equipment and Materials Furnished by the Client

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



3.10 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

The names and titles of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Subconsultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.



5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, 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. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organisations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

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

5.1.3 Approvals

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

5.2 Access to Land

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



5.3 Change in the Applicable Law

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

5.4 Services and Facilities

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

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

The Consultants' total remuneration is specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

6.2 Contract Price

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the break up of remuneration to be paid, respectively, in foreign and in local currencies.



6.3 Terms and Conditions of Payment

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

6.4 Period of Payment

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within four weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional



Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within forty-five (45) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than twenty-eight (28) days prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

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

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



III. SPECIAL CONDITIONS OF CONTRACT

No. Amendments of, and Supplements to, Clauses in the General Conditions
of GC of Contract
Clause

1.1 Definitions

- (p) "Project" means Planning, Designing and Supervision of Development Works of Civil Services Cooperative Housing Society at Hawksbay, Karachi

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Secretary
Civil Services Cooperative Housing Society Ltd.
ST-21, Block-II, Circuit House-II, Opposite Ziauddin Hospital Clifton,
Karachi
Telephone : 021-99251078
Fax : 021-99251079

For the Consultants:

General Manager/Head
A&P Division (Karachi)
National Engineering Services Pakistan (NESPAC)
4th Floor, N.I.C. Building, Abbasi Shaheed Road off Shahrah-e-Faisal,
Karachi
Telephone : 021-99225430-34
Facsimile : 021-99225424
E.Mail : apk@nespak.com.pk



1.7 Taxes and Duties

All taxes and Duties prevalent on the date of signing of this Contract are included in the consultants Remuneration. Any Taxes and Duties levied after the date of signing of this Contract shall be paid to the Consultants by the Client as per actual. The Income Tax shall not be deducted by the Client at the time of payment against consultancy remuneration, if consultant provide Income Tax Exemption Certificate.



1.8 Leader of the Joint Venture

This clause is deleted in its entirety.

2.3 Commencement of Services

The Consultants shall commence the Services within twenty-one (21) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Design Services shall be as per schedule given in Article 2.4.1 and for Construction Supervision Services as per Article 6.3 (d).

"Completion of Services" means completion of Planning, Designing and Supervision of Development Works of Civil Services Cooperative Housing Society at Hawksbay, Karachi.

2.4.1 Schedule of Services

Schedule of Services as per Appendix-A shall be as under:

Sr. No.	Description	Completion Period	
1.	Topographic Survey (by others)	03 (Three) Weeks	
2.	Master Planning (325 Acres)	2 ½ (Two-and-half) Months	
3.	Geo-Technical Investigation (by others)	03 (Three) Weeks	
		Preliminary Design	Final Design & Tender Documents
4.	Infrastructure Network <ul style="list-style-type: none">• Leveling & Grading Plan• Roads• Water & Sewerage Network• Storm Water Drainage• Gas Supplies• Electrical Works/ Road Lighting• Telecom Network	03 Months	04 Months



3.5 Insurance to be Taken out by the Consultants

The Consultant shall at all times during the term of this contract shall keep insured all its employees, material, equipment, visiting staff, etc. The cost of insurance shall be borne by the consultant.



3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain Client's prior written approvals during Design Services after the following:

- i) Master Plan.
- ii) Tender Documents and Drawings.
- iii) Prequalification of Contractors (5-7 numbers due information to the Client).
- iv) Tender Evaluation Report.
- v) Presentation of Evaluation Report to committee for negotiations.
- vi) Signature of parties including consultants on contract.
- vii) As built drawings after completion of record.

The bids received till specific dates (or as extended by the Client) relating to Contracts shall be opened in presence of Client's representative.

During Construction Supervision, the consultant as "Consultant" shall obtain specific approval of the Client in writing before taking any of the following actions specified in the construction Contract to be signed between the Client and the Contractor:

- i) Covering sub-contracting of any part of the construction works.
- ii) Certifying additional cost for not foreseeable physical obstruction/conditions
- iii) Suspending works
- iv) Determining extension of time for completion of construction works.
- v) Issuing taking over/ completion certificates
- vi) Issuing Variation Order(s) except in emergency situation as reasonably determined by the Engineer.
- vii) Revising/fixing rate or prices.
- viii) Issuing defect liabilities
- ix) Certifying additional payment for special risks.
- x) Final Measurement Statement.
- xi) Payment of Retention Money
- xii) Penalties/Bonus justification/authorizations in bills.



3.8 Documents Prepared by the Consultants to be the Property of the Client

The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.

5.1.1 Assistance

The Client shall make available immediately after issuance of Letter of Award, all existing data, information, studies and reports available with the Client and other inputs to assist the Consultant in obtaining permits needed to carry out the services and available project data and reports.



5.1.2 Coordination

The Client shall assist the Consultant in facilitating coordination/consultation with all concerned organization like:

- | | | | |
|----|------|----|-------|
| 1. | CDGK | 2. | KW&SB |
| 3. | KESC | 4. | PTCL |
| 5. | SSGC | 6. | KPT |
| 7. | LDA | | |

any other related agency/authority etc.

5.1.3 Approvals

The Client shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants.

5.4 Services and Facilities

This clause is deleted to its entirety.

6.2 Contract Price

The remuneration is in local currency of Pakistan as percentage of the Construction Cost as defined in Pakistan Engineering Council bylaws for Conduct & Practice of Consulting Engineers. The definition of Construction Cost is given below:

Construction Cost

The Construction cost of the Project or any part thereof includes:-

- a) the cost to the employer of the project, however incurred, including any payments (before deduction of any liquidated damages or penalties payable by the contractor to the employer) made by the employer to the contractor by way of bonus, escalation or in settlement of claims.
- b) A fair valuation of any labour, material, manufactured goods, machinery or other facilities provided by the employer and of the full benefit accruing to the Contractor from the use of construction plant and equipment belonging to the employer which the employer has required to be used in the execution of the project.
- c) The market value, as if purchased new, of any second hand materials, manufactured goods and machinery incorporated in the project.

The construction cost does not include:-

- i. Administration expense incurred by the Employer.



- ii. Cost incurred by the Employer under agreement with the consulting Engineers.
- iii. Interest on capital during construction, and cost of raising moneys required for carrying out the construction of the works.
- iv. Cost of Land/way leaves.

The construction cost is deemed as the estimated cost of the project based on current market rates in the event remunerations of the Consultant is finally paid on completion of the Design Phase.

The breakup of the above contract price is given as under:

Sr. No.	Description	Remuneration
6.2.1	Coordination, Facilitation, Advisory Services and preparation of Master Plan	Rs. 1,065,000/- Lump Sum
6.2.2.*	Detailed Engineering Design & Construction Supervision of Infrastructure Works	2.25% (two-point-two-five percent) of the Actual Construction Cost

* The Remuneration for Detailed Engineering Design is **1.25%** and for Construction Supervision is **1.00%** respectively.

6.3 Terms and Conditions of Payment

Payments shall be made according to the following schedule.

a) On Signing of Agreement **Rs. 500,000/-.**

b) On submission of Master Plan **Rs. 565,000/-.**

c) For Engineering Design

(1.25% of Actual Construction Cost to be paid as per following schedule)

• On submission of Conceptual Engineering Design	15% of the Engineering Design Fee
• On submission of Preliminary Design and Draft Tender Documents	20% of the Engineering Design Fee
• On submission of Final Tender Documents	35% of the Engineering Design Fee
• On submission of Tender Evaluation Report	20% of the Engineering Design Fee
• On award of the Work to the Contractor	10% of the Engineering Design Fee

d) For Construction Supervision of Infrastructure Works

(1.00% of Actual Construction Cost)

The Construction fee shall be payable in equal monthly installments as per 1.00% of the Total Construction Cost, during currency of the



Construction Contract of not more than 18 months. Any services provided beyond this period shall be billed on monthly basis for staff deputed at Site and payment shall be made as per NESPAK man-month rate of the that period as mutually agreed by both parties at that time.

The period comprises of period during the currency of various contracts and three months thereafter the actual completion dates of various contracts. However, the services of NESPAK shall be available till the finalization of the contractual matters with respective contractors.

e) Consultancy fee based on Actual Construction Cost

- | | | |
|-----|---|---|
| i) | Interim adjustment of remuneration on award of works | Initial consultancy fee shall be based on |
| | | i) Engineer's Cost Estimate, |
| | | ii) After award of Contract, the fee shall be adjusted as per Construction Cost |
| ii) | Final adjustment of remuneration upon construction completion of the Project. | iii) and finally fee shall be re-adjusted as per Actual Construction Cost at completion |

6.4 Period of Payment

- (a) The time period for first payment shall be two weeks from the date of issuance of letter of Award.
- (b) All other payments shall be made to the Consultants within two weeks of submission of invoices duly acknowledge receipt at site/project.

6.5 Delayed Payments

If the Client has delayed payments beyond twenty eight days, as in 6.4 (b) above, financing charges shall be Ten Percent (10 %) per annum of the outstanding amount/bill.



IV APPENDICES



Appendix A

Description of the Services

A-1 Location: The design services shall be carried out at the Architecture & Planning Division, NESPAK, Karachi and the Construction Supervision Services shall be carried out at Civil Services Cooperative Housing Society at Hawksbay, Karachi.

A-2 Scope of Services:

A-2.1 Design Services

The purpose of the project is to prepare a Master Plan and Engineering Design of the Infrastructure Services on the Site of Civil Services Cooperative Housing Society at Hawksbay, Karachi. The scope of Services shall cover the following works:

- a) Preparation of Master Plan for initial stage of the project over 325 Acre of land.
- b) Preparation of Preliminary Engineering Design and Preliminary Cost Estimate of infrastructure services such as;
 - Leveling/grading.
 - Road Network.
 - Water & Sewerage Network.
 - Storm Water Drainage System.
 - Gas Piping Network.
 - Electrical Distribution and Telecom Network.
 - Boundary Wall.
 - Landscaping.
 - Amenities Buildings.

A-2.2 Construction Supervision Services

- Review of Contractor's material Procurement Plan.
- Review of Contractor Site Facilities.
- Measurement of Work during construction.
- Verification of payment Certificates.
- Issuance of Work Completion Certificates.
- Full time Supervision and Inspection or works.
- Approval of material and equipment.
- Supervising testing and commissioning of works.
- Assistance in takeover of works.



Appendix B
Reporting Requirements

The Consultants shall submit the following reports:

B-1 DESIGN PHASE

Submittals	Quantities
Master Plan	03 Copies
Topographic Survey Report	02 Copies
Geo-Technical Investigation Report	02 Copies
Conceptual Engineering Design Report	02 Copies
Preliminary Engineering Design and Draft Tender Documents	02 Copies
Final Tender Document & Drawings	03 Copies
Prequalification Report (of Contractors)	02 Copies
Tender Evaluation Report	02 Copies
Working/Construction Drawings	03 Copies

B-2 SUPERVISION PHASE

Submittals	Quantities
Monthly meeting with Project Manager at Site (on 10 th day of month)	02 Copies
Concise Completion report (on completion of the project)	02 Copies



Appendix C

Key Personnel of NESPAK

Sr. No.	Name	Title
1.	M. Arif Changezi	General Manager/ Team Leader
2.	Karim Qureshi	General Manager/ Project Manager
3.	Muhammad Shoaib	Town Planner
4.	Riaz ul Huda	General Manager (External Development)
5.	Sohail Aslam	General Manager (Structures)
6.	Obaid ur Rehman	Chief Engineer (Electrical)
7.	Zubin D. Cooper	General Manager (Services)
8.	Jamshed-ur-Rehman	Chief Engineer (Geo-Tech)
9.	Mehfooz ur Rehman	Chief Resident Engineer
10.	Sajjad Anwar	General Manager (Road & Bridges)
11.	Ubedullah Baloch	Senior Architect



Appendix D

Breakdown of Contract Price in Foreign Currency

NOT USED



Appendix E

Breakdown of Contract Price in Local Currency

Additional Services provided by the consultant as per SC Clause 6.3 shall be charges as per following

A- SALARY COST /REMUNERATION

Salary Cost/remuneration for additional Construction Supervision Services shall be billed on monthly basis for staff deputed at site and payment shall be made as per NESPAK man-month rate of the that period as mutually agreed by both parties at that time.

B- SALE OF DOCUMENTS

Additional copies of documents listed in reporting requirements shall be provided at on payment.



Appendix F

Services and Facilities to be provided by the Client

NOT USED

