

REQUEST FOR PROPOSAL

Procurement of Consultancy Services (Single Stage Two Envelope Procedure)



Islamabad Club

Murree Road

October , 2024

Preface

We extend our warm greetings to all prospective bidders and express our sincere appreciation for your interest in providing consultancy services for the Club. This document functions as an invitation to qualified and experienced consultants to submit proposals so as to implement projects in support of the Club's objectives.

The management of Islamabad Club envisions expanding its facilities to provide modern residential, recreational, and sports amenities for its members. We are seeking a consultancy firm to provide services for the inception, design, feasibility, and renovation works of various buildings within Islamabad Club. The expertise and insights of a qualified consultant are crucial for achieving the desired outcomes of a Project and ensuring its successful implementation.

We are committed to fostering a collaborative environment that values innovation and excellence. We are looking for a consultant who not only possesses the necessary skills and knowledge but is also dedicated to working closely with our team, bringing fresh perspectives and innovative solutions to address challenges.

Islamabad Club upholds the highest ethical standards in all its activities. We expect prospective consultants to adhere to these principles, ensuring transparency, integrity, and professionalism throughout the engagement.

All eligible and interested consultants are invited to submit their proposals following the guidelines outlined in this document. We encourage a comprehensive review of the requirements and the submission of detailed proposals addressing the scope of work, demonstrating the consultant's capabilities.

This document aligns with PPRA rules and Club regulations and we value the time and effort invested by all prospective bidders in responding to this invitation. We eagerly anticipate receiving your proposals and are confident that, together, we can successfully realize all the projects of the Club.

Request for Proposals-Consultancy Services Islamabad Club

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PART I

Section I. Request for Proposal

1. This Invitation for submission of Proposals follows the Procurement Notice which appeared in “The News “and “Daily Jang” Issue No. Dated.....
2. The Islamabad Club now invites proposals to provide the consulting services for all its projects approved by the Managing Committee (MC)/Administrator. More details on the services are provided in the Terms of Reference.
- 3 This Request for Proposal (RFP) addresses to all the eligible consultants and determining the capacity and capability of the consultants shall be the part of the technical proposal.
4. A firm will be selected under Quality and Cost Based Selection-QCBS system and procedures described in this RFP, in accordance with the Clubs and PPRA Rules
5. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

6. Please submit your proposal on the following address:

Manager Procurement
Islamabad Club
Murree Road, Islamabad.

Yours sincerely,

Secretary

Section II. Instructions to Consultants

[“Notes to the Islamabad Club”: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Authority, to address respective project or particular procurement issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. “Notes to the Islamabad Club” should be deleted from the final RFP

A. General Provisions

Definition

- a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- b) “Applicable Law” means the laws and any other instruments having the force of law in Pakistan, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- c) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.
- d) “Contract” means a legally binding written agreement signed between the Islamabad Club and the Consultant and includes all the attached documents listed in this RFQ (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- f) “Day” means a calendar day.
- g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s)
- h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all

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- i) business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Islamabad Club for the performance of the Contract.
- j) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- k) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- l) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Procuring Agency to the Consultants.
- m) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- n) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- o) “RFP” means the Request for Proposals to be prepared by the Islamabad Club for the selection of Consultants.
- p) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- q) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.
- r) “TORs” (this Section 5 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

Introduction

- 2.1 The Islamabad Club intends to select a Consultant in accordance with the Quality Cum Cost Basis method as specified in the Data Sheet. The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for various projects as per approval of the MC/Administrator. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

- 2.2 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals; including attending a pre-proposal conference if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.3 The Islamabad Club will timely provide, at no cost to the Consultants, any data, report or any inputs, if relevant (to be decided by the management of the Club) for the preparation of the Consultant's Proposal as specified in the Data Sheet.

Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Islamabad Club's interests' paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Islamabad Club any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Club. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.3 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Islamabad Club to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the Club or for another Procuring Agency.

c. Conflicting relationships

- (iii) Relationship with the Islamabad Club's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Islamabad Club, or of a recipient of a part of the financing in case the

project is financed by some financing institution) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved .

Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Islamabad Club shall indicate in the Data Sheet and make available to all eligible Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

Corrupt and Fraudulent Practices

5.1 The Islamabad Club requires compliance with its Regulatory Framework in regard to corrupt and fraudulent practices as set forth in Section 6.

6.1 The Islamabad Club permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for various project of Club.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements.

As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3 A firm or an individual declared blacklisted by the PPRA in accordance with the above Clause 5.1 shall be ineligible to participate in the procurement process or to be awarded a contract. The list of debarred firms and individuals is available at the PPRA website.

b. Restrictions for public employees

6.4 Government officials and civil servants of Pakistan are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Government of Pakistan, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least two years, or the period established by statutory provisions applying to civil servants or government employees whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not

eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

General Considerations

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

Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Islamabad Club shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Islamabad Club is not bound to accept any proposal and reserves the right to annul the selection process in accordance with the procurement regulatory framework at any time prior to Contract award, without thereby incurring any liability to the Consultant.

Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Procuring Agency shall be written in the English language(s) as specified in the Data Sheet.

Documents Comprising the Proposal

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

Only One Proposal

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

Proposal Validity

12.1 Proposals shall remain valid for the period specified in the Data Sheet after the Proposal submission deadline prescribed by the Club. To ensure the validity of proposal, it shall be accompanied by proposal securing declaration as a complementary proposal securing instrument having the validity twenty-eight days more than the proposal validity period.

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

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

a. Extension of Validity Period

12.4 If considered necessary, an extension can be made in case of exceptional circumstances (beyond the control of the Islamabad Club) after recording the reason(s) in writing. Such extension shall be only once, and the period of the extension should be determined keeping in view of the circumstances under which such extension is deemed to be necessary, however, the same shall not be more than the original bid validity period. The request and the responses shall be made in writing. Moreover, any such extension shall be solicited and procured in advance prior to the expiry of original (or initial) bid validity period. Bid/Proposal Securing Instrument shall also be extended in conformity with the period of extension.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Islamabad Club together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Islamabad Club, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

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- 12.10 The Proposal Securing Declaration is required to protect the Islamabad Club against the risk of Consultant's conduct which would warrant the consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.
- 12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Islamabad Club as non-responsive.
- 12.12 The Proposal Securing Declaration of a joint venture must be in the name of the joint venture submitting the Proposal.
- 12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon the signing the contract with the Successful Consultant.
- 12.14 A Consultant shall be suspended from being eligible for tendering in any contract with the Islamabad Club for the period of time indicated in the Proposal Securing Declaration:
- (a) if the Consultant withdraws its Proposal, except as provided in ITC 12.6 or
 - (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to sign the contract .

Clarification and Amendment of RFP

- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the Data Sheet before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the Data Sheet. The Islamabad Club 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 its source) to all eligible Consultants. Should the Islamabad Club deem it necessary to amend the RFP as a result of a clarification or at its own initiative, it shall do so following the procedure described below:
- i. At any time before the proposal submission deadline, the Islamabad Club may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
 - ii. If the amendment is substantial, the Islamabad Club may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant who has already submitted the proposal prior to any amendments in the RFP, may submit a modified Proposal or a modification to any part of it based on the

respective amendment in the RFP at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to include all their fee/cost as a percentage of total project cost inclusive of all taxes as indicated in the Data Sheet .

Technical Proposal Format and Content

15.1 The Technical Proposal shall not include any information regarding Financial Proposal. A Technical Proposal containing material financial information shall be declared non-responsive.

Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall include all costs associated with the assignment, indicated in the Data Sheet.

a. Taxes

16.2 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the Data Sheet. Information on taxes in Pakistan is provided in the Data Sheet.

b. Currency of Proposal

16.3 The Consultant may express the price for its Services in the currency or currencies as stated in the Data Sheet.

c. Currency of Payment

16.4 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by registered mail or by hand. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and,

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if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.1.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.2 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.3 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the Data Sheet. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.4 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "TECHNICAL PROPOSAL " reference number, name and address of the Consultant.

17.5 Similarly, the original Financial Proposal shall be placed inside of a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by reference number, name and address of the Consultant.

17.6 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, Consultant's name and the address, and shall be clearly marked "DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.7 If the envelopes and packages with the Proposal are not sealed and marked as required, the Islamabad Club will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.8 The Proposal or its modifications must be sent to the address indicated in the Data Sheet and received by the Islamabad Club no later than the deadline indicated in the Data Sheet, or any extension to this deadline. Any Proposal or its modification received by the Islamabad Club after the deadline shall be declared late and rejected, and promptly returned unopened.

17.9 A Consultant may withdraw its Proposal after it has been submitted, provided that written notice of the withdrawal of the Proposal is received by the Islamabad Club prior to the deadline for submission of Proposal.

17.10 Revised Proposal may be submitted after the withdrawal of the original Proposal.

17.12 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal

shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

Confidentiality

18.1 From the time the Proposals are opened to the time the Evaluation Report is published, the Consultant should not contact the Procurement Evaluation Committee of the Islamabad Club on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Evaluation Report.

18.2 Any attempt by Consultants or anyone on behalf of the Consultant to influence improperly the Islamabad Club in the evaluation of the Proposals may result in the rejection of its Proposal, and may be subject to the application of prevailing blacklisting procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of publication of evaluation report, if a Consultant wishes to contact the Procurement Evaluation Committee or the Islamabad Club on any matter related to the selection process, it should do so only in writing.

Opening of Proposal

19.1 The Islamabad Club will open all Proposals, in public, in the presence of Consultant' or their representatives who choose to attend, and other parties with a legitimate interest in the Proposal proceedings at the place, on the date and at the time, specified in the BDS. The Consultant' representatives present shall sign attendance sheet as proof of their attendance.

19.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Proposal shall not be opened, but returned to the Consultant. No Proposal withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

19.3 Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Proposal shall be exchanged for the corresponding Original Proposal being substituted, which is to be returned to the Consultant unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

19.4 Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Proposal. Since Single Stage Two Envelope Procedure is followed therefore, only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and

recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prequalification of the consultants on technical grounds.

19.5 The Islamabad Club evaluation committee shall conduct the opening of the Technical Proposals in the presence of the Proposer Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the Data Sheet). The opening date, time and the address are stated in the Data Sheet. The envelopes with the Financial Proposal shall remain sealed until prequalification of the consultants on technical ground.

19.6 At the opening of the Technical Proposals the following shall be read out: (i) the name of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member ; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline. While evaluating the Proposals, the Islamabad Club will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

Evaluation of Technical Proposals

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

Public Opening of Financial Proposals

22.1 After the technical evaluation is completed, the Islamabad Club shall issue the Technical Evaluation Report containing all the information regarding responsiveness or non-responsiveness of the consultant along with the technical scores. The Financial Proposals of non-responsive consultants will be returned unopened after completing the selection process and Contract signing. The Procuring shall notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice.

22.2 The Financial Proposals shall be opened by the Islamabad Club's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall

technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

Evaluation

- 23.1 The technical evaluation shall be done first and then financial bid of the technically qualified consultants shall be opened as per the criteria and instructions in the Data Sheet. The Consultant having highest weighted average score will be invited for negotiations.

D. Negotiations and Award

Negotiations

- 24.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
- 24.2 The Islamabad Club shall prepare minutes of negotiations that are signed by the Islamabad Club and the Consultant's authorized representative.
- 24.3 There shall be no financial negotiations, however, it may include only the clarification of the Consultant's tax liability and how it should be reflected in the Contract.

Conclusion of Negotiations

- 25.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Islamabad Club and the Consultant's authorized representative.
- 25.2 If the negotiations fail, the Islamabad Club shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Islamabad Club shall terminate the negotiations informing the Consultant of the reasons for doing so; and the Islamabad Club will invite the next-ranked Consultant to negotiate a Contract. Once the Islamabad Club

commences negotiations with the next-ranked Consultant, the Islamabad Club shall not reopen the earlier negotiations.

Award of Contract

26.1 Subject to ITC 28, the Islamabad Club will award the Contract to the Consultant whose Proposal has been determined to be substantially responsive to the RFP Documents and who has been declared as Most Advantageous Consultant, provided that such Consultant has been determined to be:

- a) eligible in accordance with the provisions of ITC 6;
- b) is determined to be qualified to perform the Contract satisfactorily; and
- c) Successful negotiations have been concluded, if any.

Grievance Redressal Mechanism

27.1 Islamabad Club shall constitute a Grievance Redressal Committee (GRC) in accordance with Club regulations comprising of odd number of person with proper power and authorization to address the complaint. The GRC shall not have any of the members of Procurement Evaluation Committee. The committee must have one member with speciality in project management.

27.2 Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the prequalification or bidding documents found contrary to provision of Procurement Regulatory Framework, and the same shall be addressed by the GRC well before the bid submission deadline.

27.3 Any Bidder feeling aggrieved by any act of the Islamabad Club after the submission of his bid may lodge a written complaint concerning his grievances not later than seven days of

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the announcement of technical evaluation report and five days after issuance of final evaluation report.

27.4 In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

27.5 The GRC, in both the cases shall investigate and decide upon the complaint within ten days of its receipt.

27.6 Any bidder or the Islamabad Club not satisfied with the decision of the GRC may file Appeal to Administrator as per Club Procurement Regulations 2022 who after giving an opportunity of hearing to both parties shall decide the case .The decision of Administrator shall be final.

Mechanism of Blacklisting

28.1 The Islamabad Club shall bar for not more than the time prescribed in Rule-19 of the Public Procurement Rules, 2004, from participating in their respective procurement proceedings, bidder or contractor who either:

- i. Involved in corrupt and fraudulent practices as defined in Rule-2 of Public Procurement Rules;
- ii. Fails to perform his contractual obligations; and Fails to
- iii. abide by the proposal securing declaration;

28.2 The show cause notice shall contain: (a) precise allegation, against the bidder or contractor; (b) the maximum period for which the Islamabad Club proposes to debar the bidder or contractor from participating in any public procurement of the Procuring Agency; and (c) the statement, if needed, about the intention of the Islamabad Club to make a request to the Authority for debarring the bidder or contractor from participating in public procurements of all the procuring agencies.

28.3 The Islamabad Clubs shall give minimum of seven days to the bidder or contractor for submission of written reply of the show cause notice

28.4 In case, the bidder or contractor fails to submit written reply within the requisite time, the Islamabad Club may issue notice for personal hearing to the bidder or contractor/ authorize representative of the bidder or contractor and the Islamabad Club shall decide the matter on the basis of available record and personal hearing, if availed.

28.5 In case the bidder or contractor submits written reply of the show cause notice, the Islamabad Club may decide to file the matter or direct issuance of a notice to the bidder or contractor for personal hearing.

Request for Proposals-Consultancy Services Islamabad Club

- 28.6 The Islamabad Club shall give minimum of seven days to the bidder or contractor for appearance before the specified officer of the Islamabad Club for personal hearing. The specified officer shall decide the matter on the basis of the available record and personal hearing of the bidder or contractor, if availed.
- 28.7 The Islamabad Club shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
- 28.8 The Islamabad Club shall communicate to the bidder or contractor the order of debarring the bidder or contractor from participating in any public procurement with a statement that the bidder or contractor may, within thirty days, prefer a representation against the order before the Authority.
- 28.9 Such blacklisting or barring action shall be communicated by the Islamabad Club to the Authority and respective bidder or bidders in the form of decision containing the grounds for such action. The same shall be publicized by the Authority after examining the record whether the procedure defined in blacklisting and debarment mechanism has been adhered to by the procuring agency.
- 28.10 The bidder may file the review petition before the Review Petition Committee Authority within thirty days of communication of such blacklisting or barring action after depositing the prescribed fee and in accordance with "Procedure of filing and disposal of review petition under Rule-19(3) Regulations, 2021". The Committee shall evaluate the case and decide within ninety days of filing of review petition.
- 28.11 The committee shall serve a notice in writing upon all respondent of the review petition. The notices shall be accompanied by the copies of review petition and all attached documents of the review petition including the decision of the procuring agency. The parties may file written statements along with essential documents in support of their contentions. The Committee may pass such order on the representation may deem fit.
- 28.12 The Authority on the basis of decision made by the committee either may debar a bidder or contractor from participating in any public procurement process of all or some of the procuring agencies for such period as the deemed appropriate or acquit the bidder from the allegations. The decision of the Authority shall be final.

Section III Proposal Data Sheet

A. General Provisions	
ITC Clause Reference	
2.1	<p>Name of the Procuring Agency: Islamabad Club</p> <p>Method of selection: Quality Cum Cost Based Selection.</p> <p>Financial Proposal is to be submitted along with Technical Proposal as per the Single Stage two envelope Bidding Procedure</p>
2.2	<p>A pre-proposal conference/meeting will be held: Yes ____ or No _____</p> <p><i>[If "Yes", fill in the following:]</i></p> <p>Date of pre-proposal conference/meeting: _____</p> <p>Time: _____</p> <p>Address: _____</p> <p>Telephone: _____ Facsimile: _____</p> <p>E-mail: _____</p> <p>Contact person/conference coordinator: <i>[insert name and title]</i></p>
2.3	<p>The Islamabad Club will provide the relevant project details along with Club's requirement, administrative support or any other inputs to facilitate the consultancy services.</p>
6.3	<p>A list of debarred firms and individuals is available at the PPRA website: https://ppra.org.pk/</p>

B. Preparation of Proposals	
9.1	The Proposal as well as all related correspondence exchanged by the Consultants and the Club shall be written in English However it is desirable that the firm’s Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
10.1	<p>The Proposal shall comprise the following:</p> <p style="text-align: center;"><u>SIMPLIFIED TECHNICAL PROPOSAL</u></p> <p style="text-align: center;">1st Inner Envelope with the Technical Proposal:</p> <p style="text-align: center;">(1) TECH-1 (2) TECH-2 (3) TECH-3</p> <p style="text-align: center;">Financial Proposal :</p> <p style="text-align: center;">(1) FIN-1 (2) FIN-2 (3) FIN 3</p>
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is not permissible
12.1	Proposals shall be valid until 90 days
13.1	Clarifications may be requested not later than one (1) day before the submission date. The contact information for requesting clarifications is: Waqar Ahmad Chief Engineer E-mail: waqar.ahmad@islamabadclub.org.pk
15.1	<p>The format of the Technical Proposal to be submitted must be as per the criteria defined in section IV of this RFQ</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p>
16.3	The Format of the Financial Proposal shall be as per the Section V of this RFQ and must be stated in Pak Rupees only

C. Submission, Opening and Evaluation											
17.1	The Consultants shall not have the option of submitting their Proposals electronically.										
17.4	The Consultant must submit: (a) Technical Proposal: one (1) original and one copy; (b) Financial Proposal: one (1) original and one copy.										
17.8	The Proposals must be submitted no later than November 12, 2024 till 3:30 pm. The Proposal submission address is Muree Road Islamabad Club										
22.2	After technical proposal the cost/fee charged by consultant for its consultancy shall be read aloud at the opening of the Financial Proposal										
21.1	<p>Sample Criteria, sub-criteria, and point system for the evaluation of the Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td style="padding-left: 40px;">(i) Organization profile</td> <td style="text-align: right;">(10)</td> </tr> <tr> <td style="padding-left: 40px;">(ii) Key Experts' qualifications and competence</td> <td style="text-align: right;">[40]</td> </tr> <tr> <td style="padding-left: 40px;">iii) General Experience of the Consultant</td> <td style="text-align: right;">[50]</td> </tr> <tr> <td style="padding-left: 40px;">Total points for the criteria:</td> <td style="text-align: right;">100</td> </tr> </tbody> </table> <p>The minimum technical score (St) required to pass is 60</p>		<u>Points</u>	(i) Organization profile	(10)	(ii) Key Experts' qualifications and competence	[40]	iii) General Experience of the Consultant	[50]	Total points for the criteria:	100
	<u>Points</u>										
(i) Organization profile	(10)										
(ii) Key Experts' qualifications and competence	[40]										
iii) General Experience of the Consultant	[50]										
Total points for the criteria:	100										
23.1	<p>All technically prequalified bidders will be eligible for financial bid and The bidder with highest weighted average score shall be awarded the contract</p> <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 50%, and P = 50%</p>										

	Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T + S_f \times P$.
D. Negotiations and Award	
24.1	Date and address for contract negotiations shall be soon after finalization of consultant having a bid with highest weighted average score.
26.1	The publication of the contract award information following the completion of the contract negotiations and contract signing will be done within 90 days of finalization of consultant by MC/administrator

Section IV. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout this section provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

A. Technical Proposal Submission Form(Tech 1)

Dated...

To: Secretary *Islamabad Club*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for all Islamabad club projects in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” .

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Islamabad Club.
- (b) Our Proposal shall be valid and remain binding upon us until *[insert day, month and year in accordance with ITC 12.1]*.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force .
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We understand that the Islamabad Club is not bound to accept any Proposal that the Islamabad Club receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company’s name):

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): ____

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

B. Detailed Selection Criteria(Tech 2)

1. The criterion for the technical evaluation of the Consultancy firm is mainly divided in two steps.
2. **Interested consultancy firms are required to submit below mentioned required documents in initial step. (Table-I)**
3. The subsequent step of the technical evaluation criteria will consist of scoring criteria and information required in Table- II.
4. **The target score for any consultancy firm to be considered for further assessment is minimum 60 marks.**
5. Only the technical proposals scoring 60 marks or more will then be evaluated for financial proposal.
6. All the taxes will be deducted as per prevailing rules of FBR.

TABLE-I	
Mandatory Documents	
a. Proof of Registration	
	<ul style="list-style-type: none">• Tax Registration: The interested consultancy firm must be registered with FBR and active for income tax and sale tax• PEC/Architects: The Consultant Must be registered with PEC and Pakistan Council of architects and town planner.• Business Registration: Interested Firms shall provide proof of registration/incorporation of business with relevant registration body.• Blacklisting :The consultant must not be blacklisted from any government /semi government organization

Table II	
Technical Scoring Criteria of Required documents	Marks
Company Profile & length of incorporation. (2 marks for each completed year of Incorporation up to maximum of 10 marks)	10
Organization & Staffing (CVs of Key Experts/Personnel) Each Key expert/personnel having Membership with Professional body(Pakistan Engineering Council (PEC) and Pakistan Council for Architect & Town Planners(PACAT) a) 10 marks for each key expert/personnel having experience of More than 5 years b) 5 Marks for each key expert/personnel having experience of less than 5 years CVs of Key Experts/Personnel and associates/affiliate along with employment and affiliation documents must be attached	40
General Experience of the Firm – Number of projects executed (interested firms are required to submit documentary evidence of their previous experience along with completion certificates) 10 marks for each project executed above Rs 100 million 5 mark for each project executed between Rs 50-100 million Maximum Marks 20 2 marks for each project executed between Rs10- 50 million Maximum Marks 10	50
Total Technical Marks	100

C. Consultant's General Experience(Tech 3)

Duration	Assignment name & brief description of main deliverables/outputs	Approx. Contract Value	Consultancy Fee

Section V. Financial Proposal - Standard Forms

A. Financial Proposal Submission Form(Fin 1)

Dated

To: Secretary Islamabad Club

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Projects to be implemented by the Club from time to time in accordance with your Request for Proposal Dated and our Technical Proposal.

Our attached Financial Proposal includes charges @.....% of total cost of each project inclusive of all taxes .

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations until *[insert day, month and year in accordance with ITC 12.1]*.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

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In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

B. Summary of Costs(Fin 2)

<i>Particulars</i>	<i>% of total Cost in Pak Rupees</i>	<i>Remarks</i>
Cost of the consultancy services as % of total Cost of project		
Add prevailing sale tax		
<i>Total Cost to Club</i>		

C. Proposal Securing Declaration(Fin 3)

Dated.....
Proposal No.:.....]

To: Secretary *Islamabad Club*

We, the undersigned, declare that:

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

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

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

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

Signed: Authorized Person

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

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

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

Section VI. Terms of Reference

The consultancy services shall include the following in connection with the project and as per Scope of Services and deliverables required for the project.

Work Stage-A CONCEPT DESIGN

- i. To attend necessary conferences and discuss requirements and scope with the Client on team responsibilities, point of contact, communication channels, timescale and any financial limits.
- ii. Visit the site and analyze existing conditions that will affect and influence the overall design and obtain all information from the Client including existing site surveys, contour, site plan, etc.
- iii. Analyze the Client's requirements; investigate planning and building guidelines and regulations as determined by the relevant local authorities having jurisdiction over the project.
- iv. Prepare a concept design scheme as defined by the client's development brief.
- v. Prepare Preliminary Cost Estimates; an approximation of the construction cost. The outline proposal will illustrate the size and character of the project in sufficient detail to enable the client to agree the general arrangements and appearance.
- vi. Prepare presentation drawings which effectively describe the design intent for the development.

Deliverables:

- a) Concept design report establishing the project requirements and design intent.
- b) Architectural mood images.
- c) Overall zoning concept sketches indicating the design intent.
- d) Building massing sketches.
- e) General areas calculation.

Work Stage- B SCHEMATIC DESIGN

- i. Consultant will start schematic design phase based on approved concept design by client.
- ii. Develop Schematic design based on approved concept design.
- iii. Attend necessary presentations with the client for comment and approval.
- iv. Develop master plan layout to illustrate access, parking, amenities and hard landscaping.
- v. Develop exterior elevations to illustrate the scope of the design, defining finishes and proposed materials. Modify these designs based on the client's comments.
- vi. Obtain client's written approval for the schematic design phase documentation.

Deliverables:

- a) Deliver PowerPoint presentation
- b) Overall site plan.
- c) Floor plans.

- d) Elevations with dimensioned height.
- e) General sections.
- f) 3D exterior or Interior images as per the project scope
- g) Area use identification.

Work Stage-C DETAILED DESIGN

Following approval of the schematic design by the Client, consultant will proceed to detailed design phase.

- a) Following approval of schematic design by the client, consultant will proceed to detailed construction documentation.
- b) Prepare all design details and layouts in AutoCAD format, for tendering in full coordination with consultants.
- c) Preparation of working drawings for construction.

Deliverables:

Complete the final construction drawings based on the preliminary design /outline proposal consisting of:

- a. Site and location
- b. Layout plan
- c. Architectural/Interior Design plans, elevations, sections and all necessary details.
- d. Structural plans, sections and all necessary details.
- e. Electric systems
- f. HVAC Systems
- g. Plumbing Systems/Mechanical Systems
- h. Solar System, PA/Sound System Plan, CCTV System, Fire Fighting System
- i. Any other drawings necessary for the successful completion of the project.
- j. Supply of drawings in triplicate to the Client.

Work Stage-D ENGINEERS ESTIMATE, BOQ AND SPECIFICATIONS

- a) Complete final specifications setting forth in detail, the work to be done, the materials, finishes and workmanship for architectural modes, structural, mechanical & electrical systems ,HVAC etc.
- b) After the approval of the design phase but prior to the submission of tender documents Phase, Supply a final “Cost Estimate”.

Work Stage-E TENDER DRAWINGS & DOCUMENTATION

Preparation of complete set of tender documents.

- a) Complete tender documents for bidders based on final design. The tender documents shall conform to standard requirements, all information complete in sufficient detail to enable a tenderer to prepare a tender and shall include: -

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- i. Instructions to tenders.
 - ii. General and Special Conditions of the Contract (Contract Documents).
 - iii. Description of the Project.
 - iv. Specifications.
 - v. Bill of Quantities.
 - vi. Forms and Appendices.
 - vii. Tender Drawings.
- b) Prepare advertisement for prequalification of contractors (all expenses required for this purpose shall be borne by the Client), carry out scrutiny of prequalification applications; advise on and obtain client's approval to a list of contractors/tenderers, invite tenders for the supply project from contractors, evaluate tenders submitted, advise the Client on tenders and tender prices and on the appointment of the contractors, review and make recommendations to the Client on the preparation of any Contract relating to the accepted tender.

Work Stage-F CONSTRUCTION SUPERVISION

- a. During construction, Visit the site as appropriate to inspect progress and ensure quality of work, and make recommendations to the Client.
- b. Witness testing & commissioning of the project and equipment/accessories installation at site.
- c. Examine and approve the contractor's supply scheduling/programme, shop drawings and details.
- d. Supply all documents in triplicate to the Client.
- e. Check quantities of the work and verify running bills of the contractor(s).

Work Stage-G COMPLETION OF PROJECT

- a. Issuance of substantial completion certificate after thorough checking of completed works by the contractors/vendors.
- b. Ensure that all the short-comings/deficiencies which are raised during the defect liability period are addressed as per specifications.
- c. Issuance of Final completion certificate after successful completion of defect liability period.

PART II

Standard Form of Contract

Form of Contract

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

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

WHEREAS

- (a) the Islamabad Club has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Islamabad Club that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto 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;

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

2. The mutual rights and obligations of the Islamabad Club and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Islamabad Club shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Islamabad Club]*

[Authorized Representative of the Islamabad Club – name, title and signature]

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

[Authorized Representative of the Consultant – name and signature]

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

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

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

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

General Conditions of the Contract

A. General Provisions

Definitions

- 1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- a. “Applicable Law” means the laws and any other instruments having the force of law in Pakistan or as may be specified in the Special Conditions of Contract (SCC), as they may be issued and in force from time to time.
 - b. Islamabad Club” means club incorporated as per the presidential Ordinance 1978.
 - c. Islamabad Club’s Personnel” refers to the staff, labor and other employees (if any) of the Islamabad Club engaged in fulfilling the Islamabad Club’s obligations under the Contract; and any other personnel identified as Islamabad Club’s Personnel, by a notice from the Islamabad Club to the Consultant.
 - d. “Consultant” means an individual consultant or a consulting firm as the case may be;
 - e. “Contract” means an agreement enforceable by law;
 - f. “Contractor” means a person, consultant, firm, company or an organization who undertake to supply goods, services or works;
 - g. “Contractor’s Personnel” means personnel whom the Contractor utilizes in the execution of its contract, including the staff, labor and other employees of the Contractor and each subcontractor; and any other personnel assisting the Contractor in the execution of the contract to be supervised by the Consultant (if applicable).
 - h. “Day” means calendar day unless indicated otherwise.
 - i. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
 - j. “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
 - k. “Foreign Currency” means any currency other than the Pakistani Rupees.
 - l. “GCC” means these General Conditions of Contract.

- m. "Government" means the Government of Pakistan.
- n. "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Islamabad Club for the performance of the Contract.
- o. "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant's proposal.
- p. "Local Currency" means the currency of Pakistan
- q. "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- r. "Party" means the Islamabad Club or the Consultant, as the case may be, and "Parties" means both of them.
- s. "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- t. "Services" means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in (section-V) TOR's
- u. "Site" (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor's Contract as forming part of the Site.
- v. "Sub-consultants" means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- w. "Third Party" means any person or entity other than the Government, the Islamabad Club, the Consultant or a Sub-consultant.

Relationship
between the
Parties

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

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hereunder.

Law Governing Contract	3.1 The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in SCC.
Language	4.1 The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Islamabad Club, shall be written in the English language unless otherwise stated in the SCC.
Headings	5.1 The headings shall not limit, alter or affect the meaning of this Contract.
Communications	6.1 Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC. 6.2 A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the SCC.
Location	7.1 The Services shall be performed at Islamabad Club and, where the location of a particular task is not so specified, at such locations, whether in the Pakistan or elsewhere, as the Islamabad Club may approve.
Authority of Member in Charge	8.1 In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the SCC to act on their behalf in exercising all the Consultant's rights and obligations towards the Islamabad Club under this Contract, including without limitation the receiving of instructions and payments from the Islamabad Club.
Authorized Representatives	9.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Islamabad Club or the Consultant may be taken or executed by the officials specified in the SCC.
Fraud and Corruption	10.1 Islamabad Club requires all Applicants/Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of their Projects. 10.2 Any communications between the Bidder and the Islamabad Club related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.

10.3 Islamabad Club will reject proposal, if it is established that the Bidder was engaged in corrupt and fraudulent practices in competing for the contract.

10.4 Islamabad Club will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions PP Rule 19 and predefined standard mechanism.

B. Commencement, Completion, Modification and Termination of Contract

- | | |
|--|--|
| Effectiveness of Contract | 11.1 This Contract shall come into force and effect on the date (the "Effective Date") of the Islamabad Club's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| Termination of Contract for Failure to Become Effective | 12.1 If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| Commencement of Services | 13.1 The Consultant shall make available his team begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC. |
| Expiration of Contract | 14.1 Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. |
| Entire Agreement | 15.1 This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| Modifications or Variations | 16.1 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
16.2 In cases of any modifications or variations, the prior written consent of the Islamabad Club is required. |
| Force Majeure | |
| a. Definition | 17.1 For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not |

foreseeable, is unavoidable, and makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

b. No Breach of Contract

- 17.2 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and avoid or overcome in the carrying out of its obligations hereunder.
- 17.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
- 17.4 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

- 17.5 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 17.6 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 17.7 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

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

Suspension

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

Termination

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

**a. By the
Islamabad Club**

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

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

(f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2 if the Consultant, in the judgment of the Islamabad Club has engaged in Fraud and Corruption, as defined in paragraph 1.23 of Attachment 1 to the GCC, in competing for or in executing the Contract, then the Islamabad Club may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

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

- (a) If the Islamabad Club fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clauses GCC 50.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Islamabad Club fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 50.1.
- (d) If the Islamabad Club is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Islamabad Club of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4 Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

- d. Cessation of Services** 19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19.1 a or GCC 19.2 b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Islamabad Club, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

C. Obligations of the Consultant

General

- a. Standard of Performance** 20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Islamabad Club, and shall at all times support and safeguard the Islamabad Club's legitimate interests in any dealings with the third parties.
- 20.2 The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.
- 20.3 The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Islamabad Club.
- b. Law Applicable to Services** 20.4 20.4 The Consultant shall perform the Services in accordance with the Contract and in accordance with the Law of Pakistan and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.
- Conflict of Interests** 21.1 The Consultant shall hold the Islamabad Club's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- a. Consultant Not to Benefit from Commissions, Discounts, etc.** 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 42 through 47) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Islamabad Club on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Islamabad Club.
- b. Consultant and Affiliates Not to Engage in Certain Activities** 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- c. Prohibition of Conflicting Activities** 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities** 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Islamabad Club, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- Confidentiality** 22.1 Except with the prior written consent of the Islamabad Club, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- Liability of the Consultant** 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be as determined under the Applicable Law.

- Insurance to be Taken out by the Consultant** 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Islamabad Club, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Islamabad Club's request, shall provide evidence to the Islamabad Club showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- Reporting Obligations** 25.1 The Consultant shall submit to the Islamabad Club the reports and documents specified in Appendix A, in the form, in the numbers and within the time periods set forth in the said Appendix.
- Proprietary Rights of the Islamabad Club in Reports and Records** 26.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Islamabad Club in the course of the Services shall be confidential and become and remain the absolute property of the Islamabad Club. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Islamabad Club, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Islamabad Club.
- 26.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Islamabad Club's prior written approval to such agreements, and the Islamabad Club shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.
- Code of Conduct** 27.1 The Islamabad Club and the Consultant are bound to follow the Code of Ethics issued by the Authority.

D. Obligations of the Islamabad Club

Assistance and Exemptions

28.1 Unless otherwise specified in the SCC, the Islamabad Club shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Islamabad Club's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (d) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (e) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Islamabad Club's country according to the applicable law in the Islamabad Club's country.
- (f) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Islamabad Club's country, of bringing into the Islamabad Club's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (g) Provide to the Consultant any such other assistance as may be

specified in the SCC.

Access to Project Site

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

Change in the Applicable Law Related to Taxes and Duties

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

Services, Facilities and Property of the Islamabad Club

31.1 The Islamabad Club shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference at the times and in the manner specified.

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

Counterpart Personnel

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

32.2 If counterpart personnel are not provided by the Islamabad Club to the Consultant as and when specified in Appendix A, the Islamabad Club and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the

additional payments, if any, to be made by the Islamabad Club to the Consultant as a result thereof pursuant to Clause GCC 42.3.

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

Payment Obligation 33.1 In consideration of the Services performed by the Consultant under this Contract, the Islamabad Club shall make such payments to the Consultant and in such manner as is provided by GCC F below.

E. Payments to the Consultant

Remuneration 34.1 The Islamabad Club shall pay to the Consultant on different stages of the contract at the rates set forth in Appendix A.

Taxes and Duties 35.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the SCC.

Currency of Payment 36.1 Any payment under this Contract shall be made in the currency(ies) specified in the SCC.

F. Fairness and Good Faith

Good Faith 37.1 The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

G. Settlement of Disputes

Amicable Settlement 38.1 Any dispute of any kind whatsoever shall arise between the Club and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of

the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Administrator whose decision shall be final.

Special Conditions of Contract

[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of Pakistan.
4.1	The language is English.
6.1 and 6.2	<p>The addresses are:</p> <p>Islamabad Club: <u>Murree Road, Islamabad.</u></p> <p>Attention: <u>Secretary Office Islamabad Club Islamabad</u> E-mail (where permitted): <u>info@islamabadclub.org.pk</u></p> <p>Consultant : _____</p>

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	<p>Attention : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Consultant consists only of one entity, state "N/A";</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity,</i> <i>the name of the JV member whose address is specified in Clause</i> <i>SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For _____ the _____ Islamabad _____ Club: <i>name, title] SHEHARYAR MIRZA (SECRETARY)</i></p> <p>For the Consultant: <i>[name, title]</i> _____</p>
12.1	<p>Termination of Contract for Failure to Become Effective shall be _three months.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be one year and shall be renewed upon mutual agreement.</p>
21 b.	<p>The Islamabad Club reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>Yes _____ No _____</p>
23.1	<p>"Limitation of the Consultant's Liability towards the Islamabad Club:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Islamabad Club's property, shall not be liable to the Islamabad Club:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds the total</p>

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	<p>value of the Contract; (b) This limitation of liability shall not (i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services; (ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the “Applicable Law”,</p>
45.1	The currency of payment shall be the Pak Rupees
49.	<p>Dispute resolution mechanism</p> <ul style="list-style-type: none"> i. If any dispute of any kind whatsoever shall arise between the Club and the Service Provider in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within (fourteen) days following a notice sent by one Party to the other Party in this regard. ii. At future of negotiation the dispute shall be resolved through Islamabad club Project Committee. In case of there is no project committee dispute will refer to Islamabad club Administrator. iii. If the consultant is not satisfied by the decision of the Project Committee, the consultant may on written application address his concerns to the Administrator who after giving an opportunity of being heard shall decide the case. iv. The decision of the Administrator shall be final and binding on both the club and consultant.

Appendix A –Fee of the Consultant at various stages

Consultant shall be required to carry out the following services for each job of the Project of Islamabad Club:

- ✓ Work Stage A- Concept
- ✓ Work Stage B –Schematic Design
- ✓ Work Stage C-Detailed Design
- ✓ Work Stage D –Engineers Estimate along with BOQ and Specifications Proposal
- ✓ Work Stage E- Tender Drawings & Documentation
- ✓ Work Stage F- construction Supervision
- ✓ Work Stage G- completion of Project

The payment schedule will be determined in coordination with the successful bidder during the agreement's execution.