



Section VI



DRAFT CONTRACT DOCUMENT

FOR

**CONSULTANCY SERVICES FOR THE CARBON CREDIT
PROJECT AT MEHMOOD BOOTI DUMPSITE, LAHORE FOR**

RAVI URBAN DEVELOPMENT PROJECT



Contents

Section VI	- 1 -
I. FORM OF CONTRACT	- 5 -
II. General Conditions of Contract.....	7
1. GENERAL Provisions	7
1.1 Definitions	7
1.2 Relationship	8
between the Parties	8
1.3 Law Governing Contract.....	8
1.4 Language.....	8
1.5 Headings.....	8
1.6 Notices	9
1.7 Location	9
1.8 Authorized Representatives.....	9
1.9 Taxes and Duties.....	9
1.11 Eligibility.....	10
1.12 Sanctions.....	10
1.13 High Standard of Conduct	10
2. COMMENCEMENT, Completion, Modification and Termination of Contract	11
2.1 Effectiveness of Contract.....	11
2.2 Termination of Contract for Failure to Become Effective.....	11
2.3 Commencement of Services.....	11
2.4 Expiration of Contract	11
2.5 Entire Agreement	11
2.6 Modifications or Variations	11
2.7 Force Majeure	12
2.8 Suspension	13
2.9 Termination.....	13
3. Obligations of the Consultant.....	16
3.1 General.....	16
3.2 Conflict of Interest.....	16
3.3 Confidentiality	17
3.4 Liability of the Consultant	18
3.5 Insurance to be Taken Out by the Consultant.....	19
3.6 Accounting, Inspection and Auditing.....	19
3.7 Consultant's Actions Requiring Client's Prior Approval	20
3.8 Reporting Obligations.....	20
3.9 Documents Prepared by the Consultant to be the Joint Property of the Client and Consultants.....	20
3.10 Equipment, Vehicles and Materials Furnished by the Client.....	21
3.11 Equipment and Materials	21
Provided by the Consultants	21
3.12 Specifications and Designs	21
4. Consultant's Personnel	21
4.1 General.....	21



4.2	Replacement of Personnel	21
4.4	Adjustments to Appendix C – Personnel Schedule	22
4.5	Focal Person on Behalf of the Consultant	22
5.	Obligations of the Client	22
5.1	Assistance and Exemptions	22
5.2	Access to Land	23
5.3	Change in the	23
	Law	23
	Related to Taxes and Duties	23
5.4	Services, Facilities and Equipment of the Client	23
5.5	Payment	23
5.6	Counterpart	24
	Personnel	24
6.	PAYMENTS to the Consultant	24
6.1	Cost Estimates; Ceiling Amount	24
6.2	Remuneration	24
6.3	Currency of Payment	24
6.4	Mode of Billing and Payment	24
6.5	Payments to Government Agencies	25
7.	Fairness and Good Faith	25
7.1	Good Faith	25
8.	Settlement of Disputes	25
8.1	General	25
8.2	Dispute Resolution/ Settlement	25
III.	Special Conditions of Contract	27
IV.	Appendices	31
	Appendix A - Description of Services	31
	Appendix B - Reporting Requirements	31
	Appendix C – Personnel Schedule	31
	Appendix D – Cost Estimates in Local Currency	31
	Appendix E– Summary of Cost Estimates	31
	Appendix F - Services, Facilities and Equipment to be Provided by the Client	31
	APPENDIX A - DESCRIPTION OF SERVICES	32
	Appendix B - Reporting Requirements	33
	Appendix C – Personnel Schedule	34
	Appendix E- Summary of Cost Estimates	36
	Appendix F - Services, Facilities and Equipment to be Provided by the Client	37
	Appendix G - Dispute Notification Form	37
	Dispute Notification Form	38



CONTRACT FOR CONSULTANTS' SERVICES

Between

[name of the Client]

and

[name of the Consultant]

Dated: _____



I. FORM OF CONTRACT

This AGREEMENT (hereinafter called the “Contract”) is made on the *[date]* day of *[month]*, *[year]*, between, *[name of client]* (hereinafter called the “Client”) and *[name of consultant]* (hereinafter called the “Consultant”).

Ravi Urban Development Authority (RUDA) through its Chief Executive Officer having its office at 151 Abu Bakar Block New Garden Town, Lahore (here and after referred as “**Client**” or “**RUDA**” which in expression shall with the context so permits, be deemed to mean and include successors in interest, administrative and permitted assigns).

And

Consultant’s name, having its office at (Address) (hereinafter referred as “**Consultant**” which in expression shall with the context so permits, be deemed to mean and include successors in interest, administrative and permitted assigns).

WHEREAS

- (a) the Client has requested the Consultant to provide Consultancy Services for The Carbon Credit Project at Mehmood Booti Dumpsite, Lahore as defined in this Contract (hereinafter called the “Services”).
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract.

NOW THEREFORE the parties 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.
- (c) The following Appendices:

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Personnel Schedule
- Appendix D: Cost Estimates in Local Currency
- Appendix E: Summary of Cost Estimates
- Appendix F: Services, Facilities and Equipment to be provided by the Client.
- Appendix G: Dispute Notification Form



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

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract.
- (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.
- (c) Subject to subparagraph (d) hereunder, and notwithstanding any other provisions of this Contract, payments under this Contract shall not exceed *[amount]* in local currency. Except as otherwise agreed between the Client and the Consultant:
 - (i) Local currency payments to the Consultant hereunder will be made in *[currency]*.
- (d) The maximum amount specified in subparagraph (c) here above has been fixed on the understanding that the Client will make available free of charge to the Consultant the exemptions, assistance, services and facilities provided for under Clause 5 of the General Conditions of Contract and in Appendix F as required for the purposes of the Services. If any such exemptions, assistance, services and facilities are not supplied, the parties shall consult regarding what additional allowance (if any) should be made to the Consultant as a result thereof to cover necessary additional expenditures not envisaged in the cost estimates in Appendices D and E.



II. General Conditions of Contract

1. GENERAL PROVISIONS

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

- (a) “Applicable Law” means the laws of the Islamic Republic of Pakistan, unless otherwise specified in the Special Conditions of Contract (SC), in force from time to time.
- (b) “Client” means the Ravi Urban Development Authority.
- (c) “Consultant” means any private firm/Company willing to provide carbon credit consultancy services referred to as Consultant in the Contract.
- (d) “Contract” means the Agreement signed by the Parties and all the attached documents listed in its Clause 1.
- (e) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- (f) “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- (g) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party
- (h) “Day” means calendar day.
- (i) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (j) “Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (k) “Government” means the Government of the Punjab.
- (l) “Local Currency” means Pak Rupee (PKR).
- (m) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (n) “Personnel” means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof; “International Personnel” means such qualified persons who are citizens of any other country where the consultant is based. “National Personnel” means such qualified persons who are citizens of the Client’s Country.
- (o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) “Sub-Consultant” means any person or entity (including associated firms) to whom/which the Consultant subcontracts any part of the



Services and for whom/which the Consultant is fully responsible.

- (q) “Third Party” means any person or entity other than the, the Client, the Consultant or a Sub-Consultant.
- (r) “In writing” means communicated in written form with proof of receipt.

The Islamic Republic of Pakistan’s Anticorruption Policy requires that the Client, the Consultant, Sub-Consultants or Personnel observe the highest standard of ethics during the selection process and in execution of the Contract. In pursuance of this policy, RUDA:

- (i) defines, for the purpose of this provision, the terms set forth below as follows:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party.
- (b) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- (c) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- (d) “collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

- 1.2 Relationship between the Parties** Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
- 1.3 Law Governing Contract** This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law of Pakistan and of Province of the Punjab.
- 1.4 Language** This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. Furthermore, all reports and correspondence required during implementation of the Services shall be in English.
- 1.5 Headings** The headings shall not limit, alter or affect the meaning of any of the



provisions of this Contract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative, with acknowledgment from the person of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the or sent by email.

1.6.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.7 Location

The Services should be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Client's Country or elsewhere, as the Client may approve.

1.8 Authorized Representatives

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

1.9 Taxes and Duties

As detailed in the SC (and if applicable Appendix F), The Consultant, Sub-Consultants and Personnel shall pay no taxes, duties, fees or other impositions levied under the laws and regulations in effect in the Client's Country.*



1.10

Consequences of Fraudulent, Coercive or Collusive Practice.

- (ii) The Client will reject a proposal for award if it determines that the consultant recommended for award has directly, or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question.
- (iii) The Client will cancel the portion of the financing allocated to a contract if it determines at any time that representatives of the Consultant or of a beneficiary of Client financing engaged in corrupt, fraudulent, collusive or coercive practices during the consultant selection process or the execution of that contract, without the borrower or beneficiary having taken timely and appropriate action satisfactory to the RUDA to remedy the situation;
- (iv) The Client will sanction a party or its successor, including declaring ineligible, either indefinitely or for a stated period of time, such party or successor from participation in RUDA-financed or administered activities if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a RUDA-financed or administered contract; and

1.11 Eligibility

The Consultant represents and warrants that it is a citizen or legal entity of, or legally established in, Pakistan. The Consultant further confirms that any professionals, experts, and entities to which the Consultant subcontracts work relating to the Services (i.e. Sub-Consultants) pursuant to Clause GC 3.7 hereof or otherwise shall be citizens or legal entity of or legally established in Pakistan.

1.12 Sanctions

The Consultant represents and warrants that it, and any Sub-Consultants, as well as any of the Personnel of the Consultant or Sub-Consultant, are not sanctioned by the RUDA or by Government of the Punjab or by the Government of Pakistan.

1.13 High Standard of Conduct

The Client requires that the Consultant and its Personnel maintain a high standard of conduct when carrying out their functions under this Contract. Accordingly, the Consultant and its Personnel are expected to recognize the contribution of others, regardless of their nationality, gender, religion, seniority, or contractual status. The Consultant and its Personnel shall also comply with Government of Punjab policy on sexual harassment. The Client will take prompt action to address incidents involving conduct that does not live up to these standards, which may result in replacement of any individual expert, consultant, or contractual staff involved in such incidents pursuant to Clause GC 4.2(b).



2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.
- 2.2 Termination of Contract for Failure to Become Effective** If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, the Consultant or the Client may, by not less than twenty-one (21) 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.
- 2.3 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.4 Expiration of Contract** Subject to sub-Clause GC 2.7.3(c) and unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.5 Entire Agreement** 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.
- 2.6 Modifications or Variations**
- (a) 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.
 - (b) In cases of substantial modifications or variations, the prior written consent of the RUDA is required. A substantial modification or variation for purposes hereof means any proposed variation or modification that (i) proposes changes in, or replacement of, experts or changes in expert remuneration; (ii) will result in a material change in the objectives or scope (including termination) of the Technical Assistance or in the Terms of Reference of the Consultant or any of the personnel.



- (c) If requested by RUDA, the Consultant will promptly provide RUDA with a copy of every approved variation (including substantial variations as defined under (b)) prior to implementation thereof.

2.7 Force Majeure

2.7.1 Définition

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

2.7.2 No Breach of Contract

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of 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.

2.7.3 Measures to be Taken

- (a) 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.
- (b) 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) 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.

- (c) 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.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
 - (i) demobilize, in which case the Consultant shall be reimbursed for costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
 - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Suspension

The Client may, by written notice to the Consultant, suspend in whole or part, the Services if any of the following events shall have happened and be continuing:

- (a) The Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services.
- (b) RUDA in its sole discretion requests the Client to suspend the services.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.9.1. In such an occurrence the Client shall give not less than thirty (30) days' written notice of termination to the Consultant.

- (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 GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or



within such further period as the Client may have subsequently approved in writing.

- (b) If the Consultant becomes insolvent or bankrupt or enters 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 GC 8 hereof.
- (d) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (e) If the Consultant is held by the Client to have a conflict of interest in performance of the Contract, or any portion thereof.
- (f) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (h) If the Consultant, in the judgment of the Client and is in breach of the Pakistan's Anticorruption Policy i.e. has engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing this Contract in such a case the Contract shall be terminated on the date Consultant is notified of such breach.

**2.9.2 By the
Consultant**

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not



less than sixty (60) days.

- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

2.9.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, 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 GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

2.9.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, 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 Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.9.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination hereof for expenditures actually incurred prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (f) and (i) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.
- (c) in the event that the Consultant is found to be in breach of the



Pakistan's Anticorruption Policy there shall be no payment or reimbursement in respect of any fraudulent, corrupt, collusive or coercive practices performed by the Consultant.

**2.9.6 Disputes
about Events
of
Termination**

If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter for dispute settlement in accordance with the procedures stated in Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Each party will nominate an arbitrator and with mutual consent of the arbitrators an umpire will be nominated/appointed. In case of conflict/ difference of opinion, umpire will make the final decision which will be binding for both the parties.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

**3.1.1 Standard
Of
Performance**

The Consultant shall perform the Services and carry out their obligations hereunder 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 faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third parties.

**3.1.2 Law
Governing
Services**

Subject to Pakistan's Anticorruption Policy, the Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law.

3.2 Conflict of Interest

RUDA considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations and that such conflict of interest may contribute to or constitute a prohibited practice under the Pakistan's Anticorruption Policy and Applicable Laws. In pursuance of the Anticorruption Policy's requirement that borrowers (including beneficiaries of RUDA-financed or administered activity) as well as consultants under RUDA-financed or administered contracts, observe the highest standard of ethics, the RUDA will take appropriate actions to



manage such conflicts of interest if it determines that a conflict of interest has flawed the integrity of the consultant selection, consultant engagement or performance of Services under the Contract.

3.2.1 Consultant Not to Benefit from Discounts

- (a) The payment to the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any 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 Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the RUDA's *Procurement Guidelines*, as amended from time to time and shall at all times exercise such responsibility in the best interest of the Client. Any discounts obtained by the Consultant in the exercise of such procurement responsibility shall be for the benefit of the Client and shall be credited to the account of the Client.

3.2.2 Consultant, and Sub-Consultants Not to Engage in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant as well as any Sub-Consultant, shall be disqualified from providing goods, works or services (other than consulting services) for any project resulting from the Services.

3.2.3 Prohibition of Conflicting Activities including pursuit of political agenda

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any, personal, business or professional activities that would represent a conflict with the activities assigned to them under this Contract including but not limited to the pursuit of a political agenda in the Client's Country by way of writing, publication or circulation of propaganda, participation in protests or rallies or involvement in media broadcasts.

3.3 Confidentiality

Except with the prior written consent of the Client, neither the Consultant, the Sub-Consultant nor their Personnel shall at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the



Consultant, the Sub-Consultant or their Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Liability of the Consultant

- (a) Subject to Clause GC 5.2, the Consultant shall be responsible for, and shall indemnify the Client, in respect of loss of or damage to equipment and materials furnished by the Client or purchased by the Consultant in whole or in part with funds provided by the Client.
- (b) The Consultant undertakes full responsibility in respect of life, health, and accidents for the Personnel and for the dependents of any such Personnel.
- (c) The Consultant shall indemnify the Client from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Client during or in connection in the Services by reason of: (i) infringement or alleged infringement by the Consultant of any patent or other protected right; or (ii) plagiarism or alleged plagiarism by the Consultant.
- (d) The Consultant shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Consultant out of funds provided or reimbursed by the Client or used by the Consultant in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any Third Party.
- (e) The Consultant shall indemnify, protect and defend at their own expense the Client, and its agents and employees from and against any and all actions, claims, losses or damages arising out of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1 provided, however:
 - (i) that the Consultant is notified of such actions, claims, losses or damages not later than the number of months after conclusion of the Services indicated in the SC;
 - (ii) that the ceiling on Consultant's liability shall be limited to the amount indicated in the SC, except that such ceiling shall not apply to actions, claims, losses or damages caused by Consultant's gross negligence or reckless conduct;



(iii) that Consultant's liability under Clause GC 3.1.1 shall be limited to actions, claims, losses or damages directly caused by such failure to exercise the said skill and care.

(f) In addition to any liability the Consultant may have under Clause GC 3.1.1, the Consultant shall, at its own cost and expense, upon request of Client, re-perform the Services in the event of Consultant's failure to exercise the skill and care required under Clause GC 3.1.1.

(g) Notwithstanding the provisions of paragraph (a) of this Clause 3.4, the Consultant shall have no liability whatsoever for actions, claims, losses or damages occasioned by: (i) Client's overriding a decision or recommendation of Consultant or requiring Consultant to implement a decision or recommendation with which Consultant does not agree; or (ii) the improper execution of Consultant's instructions by agents, employees or independent contractors of the Client.

3.5 Insurance to be Taken Out by the Consultant

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

3.6 Accounting, Inspection and Auditing

(a) The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client (or its designated representative) and/or the RUDA, and up to five years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

(b) The Consultant shall cooperate with and assist the Client, its authorized representatives, in making such an audit. Out of pocket expenditures covered by provisional or fixed sums, however, shall not be subject to audit pursuant to this Clause. In the event the audit discloses that the Consultant has overcharged the Client, the Consultant shall immediately reimburse the Client the amount equivalent to



the amount overpaid. If overpayment is a result of the Consultant having been engaged in what the Client determines to constitute corrupt, fraudulent, collusive or coercive practices as defined in the RUDA's Procurement Regulations 2020 the Client may terminate the Contract pursuant to GC 2.9.1.

3.7 Consultant's Actions Requiring Client's Prior Approval

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

- (a) Any change or addition to the Personnel listed in Appendix C.
- (b) Subcontracts: The Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
- (c) Any other action that may be specified in the SC.

3.8 Reporting Obligations

- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- (b) The Consultant shall on a monthly basis, submit to the Client, in a format acceptable to the Client, a report stating personnel movements and inputs in the previous month compared to those specified in Appendix C. In the event the forecast of progress as anticipated in Appendix C is substantially changed due to variations pursuant to GC Clause 2.6, the Consultant may request the Client to revise the Payment Schedule specified in Appendices D & E, to reflect such change.

3.9 Documents Prepared by the Consultant to be the Joint Property of the Client and Consultants

- (a) All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client under this Contract shall become and remain the joint property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed



inventory thereof. The Client may make such documents public, but only after taking prior written approval from RUDA.

- (b) The Consultant may retain a copy of such documents and software and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.10 Equipment, Vehicles and Materials Furnished by the Client

Equipment, vehicles and materials if made available to the Consultant by the Client, or if purchased by the Consultant wholly or partly with funds provided by the RUDA, shall be the property of the Client unless otherwise agreed. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client/RUDA in writing, shall ensure it at the expense of the Client.

3.11 Equipment and Materials Provided by the Consultants

Equipment or materials brought by the Consultant and the Personnel and used either for Technical Assistance or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

3.12 Specifications and Designs

- (a) The Consultant shall prepare all specifications, designs, financial models, analysis that may be required under the Contract by the Consultant shall specify standards that are accepted and well known among industrial nations.
- (b) The Consultant shall ensure that the specifications and designs and all documentation relating to procurement of goods and services, if any, provided under the Services, are prepared on an impartial basis so as to promote international competitive bidding.

4. CONSULTANT'S PERSONNEL

4.1 General

The Services shall be carried out by the Personnel specified in Appendix C for the respective periods of time indicated therein.

4.2 Replacement of Personnel

- (a) Subject to the terms of Section 2.6(b), in the event that any of the Personnel is found by the Client to be incompetent, guilty of misbehavior or incapable in discharging the



assigned responsibilities, the Client may request the Consultant, at the expense of the Consultant, to forthwith provide a replacement with suitable qualifications and experience acceptable to the Client and the Consultant shall provide such replacement.

- (b) Should it become necessary for the Consultant to replace any of the Personnel specified by name in Appendix C, the Consultant shall forthwith provide a replacement acceptable to the Client with comparable or better qualifications. In the event that the Personnel replaced are, at the time of replacement, in the field, the Consultant shall bear the travel and other related costs arising out of or incidental to the replacement. The rate of remuneration allowable for such replacement shall be the same as agreed between the Client and the Consultant for the Personnel being replaced except in the case of QBS, CQS and SSS methods in which event the remuneration rate(s) and estimated out-of-pocket expenses will be as negotiated between the Client and the Consultant. For any additional Personnel proposed by the Consultant and approved by the Client, the relevant remuneration rate(s) and estimated out-of-pocket expenses will be as negotiated between the Client and the Consultant.

4.4 Adjustments to Appendix C – Personnel Schedule

Subject to the prior approval of the Client in accordance with Clause GC 3.7 (a), the Consultant may make adjustment in the periods of time indicated in Appendix C, as may be appropriate to ensure the efficient performance of the Services and provided that such adjustments will not cause payments made under the Contract to exceed the maximum amount payable as specified in Clause GC 6.1.

4.5 Focal Person on Behalf of the Consultant

When Services are carried out, the Consultant shall, if required, ensure that there is a Focal Person acceptable to the Client to supervise and coordinate the operations of the Personnel and to be responsible for liaison between the Consultant and the Client.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the RUDA shall:

- (a) Provide the Consultant, Sub-Consultants and Personnel work permission and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or



Personnel to perform the Services.

- (b) Issue to officials, agents and representatives of the Client all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

5.2 Access to Land

The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Client's Country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.

5.3 Change in the Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the laws and regulations of the Punjab, Pakistan with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, if the Consultant is not entitled to tax exemption, then the remuneration otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.4 Services, Facilities and Equipment of the Client

- (a) In addition to the assistance to be provided to the Consultant under Clause GC 5.1, the Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and equipment described in Appendix F at the times and in the manner as specified.
- (b) In case that such services, facilities and equipment shall not be made available to the Consultant as and when specified in Appendix F, 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 equipment from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

5.5 Payment

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



Contract.

5.6 Counterpart Personnel

The consultant shall solely and exclusively be responsible for provision of services to the client and the client in any case shall not be responsible to provide any counter personnel to the consultant in connection with the provision of the services.

6. PAYMENTS TO THE CONSULTANT

6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in local currency is set forth in Appendix D.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in local currency specified in the SC.

6.2 Remuneration

- (a) The Client shall pay to the Consultant the final negotiated amount (in lump sum) for provision of services for the term of the contract.

6.3 Currency of Payment

The Payment shall be made in Pakistani Rupees (PKR) only.

6.4 Mode of Billing and Payment

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

- a) As soon as practicable and not later than fifteen (15) days after completion of each deliverable of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC. Separate statements shall be submitted in respect of amounts payable in local currency.
- b) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.



- c) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- d) Payments in respect of remuneration, which exceed the cost estimates for these items as set forth in Appendix D may be charged to the respective contingencies provided for local currencies only if such expenditures were approved by the Client prior to being incurred.
- e) Payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.
- f) The Consultant shall receive their stipulated compensation in accordance with the established deliverables upon the receipt of a letter of satisfaction from the Client. To facilitate this process, the Consultant shall initiate communication by composing a letter to the Client, explaining the nature and completion of the deliverables. Upon the receipt and evaluation of this letter, a letter of satisfaction will be issued by the Client, against which the consultant will issue the invoice accordingly for the payment.

6.5 Payments to Government Agencies

If required to make any payments to any governmental agency in connection with implementation of the Services the Consultant shall make such payments only by means of cheque, or through official bank remittance addressed to the account of the relevant agency.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 General

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

8.2 Dispute Resolution/ Settlement

The rationale of the amicable dispute settlement procedure is to settle the dispute at the lowest possible responsibility level, bringing the individuals concerned face to face. The settlement procedure consists of the two following steps.



- (a) Level One: the dispute is notified by one Party to the other according to GC Clause 1.6.1, and the Client shall submit a copy of such notice to RUDA. The dispute is examined by the Authorized Representatives of the Client and the Consultant. In case the dispute is not settled within the period after its notification as specified in the SC. The matter will be referred to the arbitrators according to below mentioned Level two.
- (b) Level Two: Each party will nominate an arbitrator and with mutual consent of the arbitrators an umpire will be nominated/appointed. In case of conflict/ difference of opinion, umpire will make the final decision which will be binding for both the parties.

However, prior to that an attempt for mediation may be carried out to resolve the matter in the interest of both parties.



III. Special Conditions of Contract

(Clauses in brackets {} are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	The Laws of the Islamic Republic of Pakistan
1.1(c)	Pakistan.
1.6	The addresses are: Client : _____ Attention : _____ Facsimile : _____ Consultant : _____ Attention : _____ Facsimile : _____
1.8	The Authorized Representatives are: For the Client: _____ For the Consultant: _____
1.10	The Client warrants [[that the Consultant, the Sub-Consultants and the Personnel shall be exempt from] or [that the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel]or [that the Client shall reimburse the Consultant, the Sub-Consultants and the Personnel for]]¹ any taxes, duties, fees, levies and other impositions imposed, under the laws and regulations of the Client's Country, on the Consultant, the Sub-Consultants and the Personnel in respect of: {{(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel, in connection with the carrying out of the Services;

¹ Delete as applicable. The description of the action to be taken by the Client in relation to local tax should be consistent with the description given in the Data Sheet for paragraph 3.9 (Taxes) of the Instructions to Consultants.



	(b) any equipment, materials and supplies brought into the Client's Country by the Consultant, Sub-Consultants, or the Personnel for the purpose of carrying out the Services and which, after having been brought into such territories, will be consumed therein or subsequently withdrawn there from by them. (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client. (d) any property brought into the Client's Country by the Consultant, any Sub-Consultants or the Personnel, or the eligible dependents of such Personnel for their personal use (including automobiles if required) and which will be consumed therein or subsequently be withdrawn therefrom by them upon their respective departure from the Client's Country, provided that: (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Client's Country in importing property into the Client's Country; and if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Client's Country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Client's Country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Client's Country.}
2.2	(2) The time period shall be <i>[insert time period, e.g.: three years]</i> .
2.3	The Consultant shall begin carrying out the Services on the Effective Date Specified in the SC.
2.4	The time period shall be <i>36 months extendable with mutual consent of both parties.</i>
3.4 (e) (i)	The number of months shall be thirty-six months
3.4 (e) (ii)	The ceiling on Consultants' liability shall be limited to <i>[insert amount and currency of ceiling, e.g.: one million US\$]</i>



3.5	The risks and the coverage shall be as follows: (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Client's Country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of <i>[insert amount and currency]</i>; (b) Third Party liability insurance, with a minimum coverage of <i>[insert amount and currency]</i>; (c) professional liability insurance, with a minimum coverage of <i>[insert amount and currency]</i>; (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services. Note: Delete what is not applicable.
{3.7 (c)}	{The other actions are: <i>[insert actions]</i>.} Note: If there are no other actions, delete this Clause SC 3.7.
{4.5}	{The person designated as resident Technical Assistance manager in Appendix C shall serve in that capacity, as specified in Clause GC 4.5.} Note: If there is no such manager, delete this Clause SC 4.5.
6.1(b)	The ceiling in local currency is: <i>[insert amount and currency]</i>
6.2(b)	Note: Select the first Clause here below if National Personnel are paid in local currency only; The rates for National Personnel to be paid in local currency are set forth in Appendix D.



6.4(e)	The accounts are: for local currency: <i>[insert account]</i> .
8.2(a)	Level One: The period for settling the dispute is: 7 Days (excluding non-working days) The Client's official responsible for Level Two is: ED Legal The Consultant's official responsible for Level Two is: _____
8.2(b)8.2(a)	Level Two: The period for settling the dispute is <i>[21 days]</i> Level One: The period for settling the dispute is: 7 Days (excluding non-working days) The Client's official responsible for Level Two is: ED Legal The Consultant's official responsible for Level Two is: _____
8.38.2(b)	The location is: <i>[insert location]</i>. Level Two: The period for settling the dispute is <i>[21 days]</i>

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 Client]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]



IV. Appendices

APPENDIX A - DESCRIPTION OF SERVICES

Note: This Appendix will include the final Terms of Reference worked out by the Client and the Consultant during technical negotiations, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc. If no reports are to be submitted, state here "Not applicable."

APPENDIX C – PERSONNEL SCHEDULE

APPENDIX D – COST ESTIMATES IN LOCAL CURRENCY

APPENDIX E– SUMMARY OF COST ESTIMATES

APPENDIX F - SERVICES, FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE CLIENT

APPENDIX G – DISPUTE NOTIFICATION FORM



APPENDIX A - DESCRIPTION OF SERVICES



APPENDIX B - REPORTING REQUIREMENTS



APPENDIX C – PERSONNEL SCHEDULE





Appendix D - Breakdown of Contract Price in Local Currency

List hereunder cost estimates in local currency in lump sum amount inclusive of all taxes.



APPENDIX E- SUMMARY OF COST ESTIMATES



APPENDIX F - SERVICES, FACILITIES AND EQUIPMENT TO BE PROVIDED BY THE CLIENT

APPENDIX G - DISPUTE NOTIFICATION FORM



Dispute Notification Form
Dispute notified at Level One on: _____ [insert date] at: _____ [insert time]
Description of Dispute: _____ _____ _____ _____ (Attach additional sheets if needed)
Result of discussion at Level One: resolved ☐ escalated to Level Two ☐ [check the relevant box]
If resolved, give a brief description of resolution: _____ _____ _____ _____ (Attach additional sheets if needed)
Sent to Level Two on: _____ [insert date] at: _____ [insert time]
Client's Authorized Representative: _____ [insert name and signature] Consultant's Authorized Representative: _____ [insert name and signature] Date: _____ [insert date]
Dispute notified at Level Two on: _____ [insert date] at: _____ [insert time]
Result of discussion at Level Two: resolved ☐ not resolved ☐ [check the relevant box]
If resolved, give a brief description of resolution: _____ _____ _____ _____ (Attach additional sheets if needed)
Client's official responsible: _____ [insert name and signature] Consultants' official responsible: _____ [insert name and signature] Date: _____ [insert date]