



GOVERNMENT OF PAKISTAN

MINISTRY OF PLANNING DEVELOPMENT AND SPECIAL INITIATIVES

SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED

RFP DOCUMENTS

(RE-BIDDING)

HIRING OF INDEPENDENT EXPERT (THE ENGINEER)

(Third Party Engineers, Transport Expert and/or Third-party Financial Advisors)

JANUARY, 2022





GOVERNMENT OF PAKISTAN
MINISTRY OF PLANNING, DEVELOPMENT & SPECIAL INITIATIVES
SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LTD

REQUEST FOR PROPOSAL (RFP) (Re-Bidding)
HIRING OF THE ENGINEER (INDEPENDENT EXPERT)

1. Sindh Infrastructure Development Co. Ltd. (SIDCL) is a public limited company established under the Companies Act, 2017, based in Karachi to carry on the Business of Infrastructure Development across Sindh province.
2. SIDCL, invites REQUEST FOR PROPOSAL (RFP) from the individual consultants (Independent Expert) for Operationalization of Green and Orange line BRTS (3 Contracts), who are on Active Taxpayers List of the Federal Board of Revenue for provision of consultancy/individual as per PP Rules, 2004, read with Consultancy Regulation, 2010.
3. The proposals prepared in accordance with the instructions in the RFP documents should reach the office of SIDCL **by Thursday 17th February, 2022 at 3:00 PM**. The proposals will be opened on the same day at **3:30 PM**. The bidding documents are available on SIDCL website: www.sidcl.com.pk free of cost from 27th January, 2022.
4. Pre-Bid meeting on 3rd February 2022 at 11.00 AM.
5. SIDCL reserves the rights to reject or accept tender (s) under PPR A Rules, 2004.
6. Place of issuance, submission, enquiries and opening will be: -

Procurement Method: Single Stage Single Envelope, under Public Procurement Rules 2004

SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (SIDCL)
Bahria Complex IV, 6th Floor, Extension Block, Gizri, Karachi
Tel: 021-35155101, Fax: 021-35155102
Website: www.sidcl.com.pk Email: info@sidcl.com.pk





**SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LTD.
MINISTRY OF PLANNING DEVELOPMENT & SPECIAL INITIATIVES
GOVERNMENT OF PAKISTAN**

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RFP DOCUMENTS (RE-BIDDING)

HIRING OF INDEPENDENT EXPERT / THE ENGINEER

(Third party engineers, transport expert and/or third-party financial advisors)

1. INVITATION TO BID

Sindh Infrastructure Development Co. Ltd. (SIDCL) is a public limited company established under the Companies Act, 2017. It is based in Karachi to canyon the Business of Infrastructure Development and Technology Based Solution.

The SIDCL invites sealed bids from qualified persons meeting the eligibility criteria. Single Stage Single Envelope procedure under the PPRA rules shall be used for submission of bids on **Friday 17th February, 2022 at 3:00 PM**. The selection will be made on the basis of least cost selection method under Regulation 3(C) of Procurement of Consultancy Services Regulations, 2010. The proposals complete in all respect should reach the office of the SIDCL before the closing date as mentioned in RFP. Proposals will be opened on the same day at **3:30 PM** at SIDCL Office Karachi.

2. INSTRUCTION TO BIDDERS

The procurement shall be carried out using single stage single envelope procedure under the PPRA Rules, 2004 and the selection will be on basis of Least Cost selection method under Regulation 33(C) of Procurement of Consultancy Services Regulations, 2010. The proposal shall be prepared and delivered in the following manner:

2.1. Proposal

The proposal indicating the quoted price/fee in figures as well as in words on prescribed form (Annex-B) along with requisite documents as per para-2.7 & 05 must be enclosed in an envelope.

2.2. Proposal must be properly seated envelope that marked as "Proposal for Independent Expert (The Engineer)" and be addressed to this office only.



2.3. Date and Time for Receipt of Proposals

The Proposal must reach to the following office address by the date as mentioned in the RFP.

SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LTD. (SIDCL)

6th Floor, Extension Block, Bahria Complex IV, Gizri, Karachi

Tel: 021-35155101, Fax: 021-35155102

2.4. Prices and Taxes

The price/fee against the services must be quoted in Pakistani rupees including all taxes. Government taxes as per prescribed rates shall be applicable.

2.5. Language of Bidding Document

The proposal must be prepared in English language. If supporting documents and printed literature furnished by the bidder with the bid are not in English language, they must be accompanied by English translation of the relevant passages.

2.6. Eligibility Documents to be provided by the Bidder with Technical Bids:

Following documents (MANDATORY) must be provided / attached with the Proposal:

- a) Copy of tax registration. Income Tax No. to be mentioned on the Proposal and proof of ATL.
- b) An affidavit on judicial stamp paper (Rs. 100) to the effect that the bidder has never been blacklisted by any Government organization.
- c) Qualification/ experience certificates in support of the technical qualification of the bidder.
- d) Undertaking that the information provided are correct and nothing is concealed.
- e) Must have undertaken at least Two (02) assignments as "Independent Expert / The Engineer" against FIDIC or Standard Contract as per PEC.

2.7. Disqualification

Proposals are liable to be rejected if:

- a) Proposals are found conditional or incomplete in any respect.
- b) Received after the closing date and time.
- c) There is any deviation from the Instructions to Bidders.
- d) Multiple rates are quoted.
- e) Proposals containing unauthenticated amendments / corrections / overwriting.
- f) Proposal made through Fax / E-mail / Cable / Telex.
- g) If the Proposal is found to be based on cartel action in connivance with other bidders.
- h) If the bidder was found to have any conflict of interest as per PPRA rules.

2.8. Right Reserved

SIDCL reserves full rights to accept or reject any or all Proposals including the lowest, as per PPRA Rules 33(1).

3. SCOPE OF WORK FOR INDEPENDENT EXPERT / THE ENGINEER:

Please see Annexure – A.



4. TIME & BUDGET:

The initial time for services of The Engineer is three (03) years, which is extendable with mutual understanding.

5. EXPERTISE REQUIRED / ELIGIBILITY OF INDEPENDENT EXPERT / THE ENGINEER

In order to qualify for a financial bid, the Engineer should fulfill the following criteria and the conditions mentioned at para-2.8:

Education: Minimum Bachelor's Degree in Civil /Electronics/Transportation, Degree in Finance is an additional qualification. (Attested copies of all academic documents/certificates must be attached with proposals)

Experience: Minimum 20 years of working experience in infrastructure and related projects. Candidate must have completed at least 02 projects as Independent Expert / The Engineer preferably in Transportation. (Attested copies related to projects completed by the bidder must be attached).

6. HIRING AND ASSIGNMENT SCHEDULE

The Independent Expert after award of contract shall provide services immediately till completion of the project.

7. EVALUATION OF PROPOSAL

The proposal shall be evaluated as per criteria mentioned as para-05 under heading of expertise required/ eligibility of consultant. The mandatory documents as per Para-2.6 must be attached with the technical bid.

8. LETTER OF AWARD AND CONTRACT

The lowest evaluated qualified bid will be accepted on least-cost basis and a letter of award will be issued to the successful bidder. The successful bidder shall be required to sign a contract with the procuring agency within 30 days of issuance of letter of award and shall commence services immediately.

9. PENALTIES

The SIDCL with the approval of Chief Executive Officer shall award the following penalties to defaulting bidders as follows:

- i. If any bidder found to have submitted false documents in support of his qualification, his bid will be treated as cancelled, legal action against the bidder shall be initiated under the PPRA Rules.
- ii. If the approved bidder/ consultant fails to deliver the output as per requirement of the Authority, the procuring agency may stop payment and take legal action as per PP rules.



10. PAYMENTS FOR SERVICES

Payment to the appointed Independent Expert will be made after completion of every month.

11. CLARIFICATION OF THE PROPOSAL

The prospective bidders may solicit clarification of the RFP Documents or other queries related to the project at info@sidcl.com.pk, within 07 days of issuance of RFP in writing. The clarification and its replies will be shared with all prospective bidders through their official emails. Late and irrelevant queries will not be entertained.



Scope of Work:

1. The Appointment shall be for a period of 03 years.
2. The role of The Engineer / Financial Expert / Independent Expert shall be in accordance with the FIDIC General Conditions of the Contract, as specified under clauses 2.1 to 2.6.
3. Independent Expert / The Engineer / Financial Expert shall carry out the duties, specified in the contracts awarded for the Bus Operations, Facility Management and Fund Management.
4. The Independent Expert / The Engineer shall be empowered by the Employer to carry out any approval functions of the Employer under this Agreement.
5. The Independent Expert / The Engineer shall be empowered by the Employer to validate any technical and financial matters as specified by the Employer, and for such purposes the Independent Expert / The Engineer shall be deemed to be acting as an Employer's Representative.
6. The services are required on part time basis not needing full time engagements at site or office, as per standard duties of The Engineer under FIDIC.
7. Or any other work related to 03 contracts may be assigned by SIDCL from Time to Time.
8. Scope of Work (board) for 03 contracts are as follow; and after the notification of award of the Independent Expert (copies of all 3 contracts will be given)



Scope of Work for Bus Operator:

Definition in the contract:

"Independent Expert(s)" means the separate independent third-party engineers, transport expert and/or third-party financial advisors appointed by the Employer for, *inter alia*, supervision, verification, approval and certification functions of the Employer under this Agreement.

- 1.1.1. The performance by Operator of its obligations under the Agreement, including compliance with Key Performance Indicators, will be monitored, measured and evaluated by the Employer and the Independent Expert. Any discrepancies or non-compliances identified by the Employer and/ or the Independent Expert, if any, will be reported to the Operator for corrective action in accordance with Section 2.15.4.
- 1.1.2. In the event of any discrepancy or non-compliance with respect to the Key Performance Indicators, the Operator will be required within five (5) days or such additional time period as Notified by the Employer, or immediately in case of matters identified as urgent by the Employer and/or the Independent Expert, to provide assurance, to the satisfaction of the Employer and the Independent Expert, that the Operator: (a) is acting in compliance with the Key Performance Indicators (along with supporting evidence); or (b) shall take all necessary actions to cure any discrepancy or non-compliance with Key Performance Indicators, to mitigate and prevent similar discrepancies or non-compliances arising in the future and at all times be compliant with the Key Performance Indicators.
- 1.1.3. Any corrective measures taken by the management of the Operator in accordance with Section 2.15.4 will be immediately reported to the Employer and its Independent Expert. Thereafter, the Employer and/or the Independent Expert may in accordance with Section 2.15.4 undertake an audit to evaluate and report on status of achievement of Key Performance Indicators.
- 1.1.4. The Employer may involve the Independent Expert(s) engaged by the Employer in respect of the Projects. The Independent Expert(s) shall be empowered by the Employer to:
 - (a) carry out any approval functions of the Employer under this Agreement; and
 - (b) validate any technical and financial matters as specified by the Employer, and for such purposes the Independent Expert(s) shall be deemed to be acting as an Employer's Representative.

Furthermore, for the purposes of Section 3.2.4 (a) and (b) above, the Independent Expert(s) shall have access to the Covered Assets and all related information, documentation etc, and its determinations shall be binding on the Operator.

In the event any dispute arises between the Parties with regard to any advice, instruction, decision, direction and/or award of the Independent Experts, then such dispute shall be referred for dispute resolution in accordance with Section 19 (*Dispute Resolution*).

- 1.1.5. In the event the Operator is, for any reason not attributable to the Operator (as determined by the Independent Expert) prevented in any Month during an Operating Year from operating a Bus for a distance equal to the Minimum Assured Bus Kilometres, then the Operator shall remain entitled to be paid by the Employer the Fixed Kilometre Charge for the difference between the Minimum Assured Bus Kilometres and the Bus Kilometres actually operated in



the such Month in accordance with Section 5.3 (*Payments of Kilometre Charge*)(“**Minimum Monthly Kilometre Charges**”).

- 1.1.6. Unplanned Maintenance, the Independent Expert shall at its sole discretion decide, following inspection (if necessary), whether the Unplanned Maintenance is due to:
- (a) the act, omission, wilful misconduct, negligence or breach under this Agreement of the Operator; or
 - (b) where so alleged by the Operator, attributable to any of the other Project Contractors.

1.2. ASSURED AVAILABILITY OF BUSES

1.2.1. The Operator shall ensure Assured Availability for each Month in an Operating Year (as specified under the Key Performance Indicators) and if the Operator is unable to meet the Assured Availability for any Month in an Operating Year then such Non-Availability shall constitute a Non-Compliance.

1.2.2. The occurrence of the following events (as certified in writing by the Independent Expert) during any Month in an Operating Year shall result in a downward adjustment in the Fixed Kilometers Charges payable for such Month, as determined and adjusted in accordance with the mechanism set out in **Schedule F (Payment Schedule)**:

- (a) the Actual Availability is less than the Assured Availability;
- (b) for any Bus Kilometers the Operator declines to Operate as per the Dispatch Schedule and Headway Targets pursuant to Section 6.1.3 (except where Employer issues a Dispatch Schedule and Headway Targets Change);
- (c) the Independent Expert determines that:
 - (i) the Operations and Maintenance of the Covered Assets (or any part thereof) has deteriorated to a level which is below the acceptable levels prescribed by the Applicable Standards; and
 - (ii) the Covered Assets (or any part thereof) are not safe for Operations,

1.1.1. In the event that a Force Majeure Event results in material damage to the Covered Assets, the Operator shall within fifteen (15) days deliver to the Employer a schedule of activities and the Cost of restoring the Covered Assets to an operatable condition in compliance with the Applicable Standards (“**Restoration**”) less any insurance proceeds available or likely to become available under the Project Insurance Policies (“**Restoration Cost**”). The Restoration Cost shall be subject to verification and approval of the Independent Expert. Within forty-five (45) days of the Independent Expert’s approval the Employer shall pay the Restoration Cost to the Operator.

BUS Inspections

1.1.2. SIDCL may at all reasonable times, directly or through a SIDCL-appointed Independent Expert, observe, inspect and satisfy itself with the observance by the Operator of the “Bus” Key Performance Indicators.



Scope of Work for Facility Management:

Definition in the contract:

“Independent Expert(s)” means the separate independent third-party engineers, transport expert and/or third-party financial advisors appointed by the Employer for, *inter alia*, supervision, verification, approval and certification functions of the Employer under this Agreement.

- 1.2.3. The performance by Operator of its obligations under the Agreement, including compliance with Key Performance Indicators, will be monitored, measured and evaluated by the Employer and the Independent Expert. Any discrepancies or non-compliances identified by the Employer and/ or the Independent Expert, if any, will be reported to the Operator for corrective action in accordance with Section 2.15.4.
- 1.2.4. In the event of any discrepancy or non-compliance with respect to the Key Performance Indicators, the Operator will be required within five (5) days or such additional time period as Notified by the Employer, or immediately in case of matters identified as urgent by the Employer and/or the Independent Expert, to provide assurance, to the satisfaction of the Employer and the Independent Expert, that the Operator: (a) is acting in compliance with the Key Performance Indicators (along with supporting evidence); or (b) shall take all necessary actions to cure any discrepancy or non-compliance with Key Performance Indicators, to mitigate and prevent similar discrepancies or non-compliances arising in the future and at all times be compliant with the Key Performance Indicators.
- 1.2.5. Any corrective measures taken by the management of the Operator in accordance with Section 2.15.4 will be immediately reported to the Employer and its Independent Expert. Thereafter, the Employer and/or the Independent Expert may in accordance with Section 2.15.4 undertake an audit to evaluate and report on status of achievement of Key Performance Indicators.
- 1.2.6. The Employer may involve the Independent Expert(s) engaged by the Employer in respect of the Projects. The Independent Expert(s) shall be empowered by the Employer to:
 - (c) carry out any approval functions of the Employer under this Agreement; and
 - (d) validate any technical and financial matters as specified by the Employer, and for such purposes the Independent Expert(s) shall be deemed to be acting as an Employer's Representative.

Furthermore, for the purposes of Section 3.2.4 (a) and (b) above, the Independent Expert(s) shall have access to the Covered Assets and all related information, documentation etc, and its determinations shall be binding on the Operator.

In the event any dispute arises between the Parties with regard to any advice, instruction, decision, direction and/or award of the Independent Experts, then such dispute shall be referred for dispute resolution in accordance with Section 19 (*Dispute Resolution*).

- 1.2.7. All payments under Section 5.1.1 shall be subject to scrutiny by the Employer and/or its Independent Expert and in case of any error, discrepancy or deficiency in the Monthly Invoices, the same will be Notified to the Operator and thereafter be adjusted against the next Monthly Invoice.



- 1.2.8. Unplanned Maintenance, the Independent Expert shall at its sole discretion decide, following inspection (if necessary), whether the Unplanned Maintenance is due to:
- (a) the act, omission, wilful misconduct, negligence or breach under this Agreement of the Operator; or
 - (b) where so alleged by the Operator, attributable to any of the other Project Contractors.



Scope of Work for Fund Management:

Definition in the contract:

“**Independent Expert(s)**” means the separate independent third-party engineers, transport expert and/or third-party financial advisors appointed by the Employer for, *inter alia*, supervision, verification, approval and certification functions of the Employer under this Agreement.

- 1.1.1. The performance by Fund Manager of its obligations under the Agreement, including compliance with Key Performance Indicators, will be monitored, measured and evaluated by the Employer and the Independent Expert. Any discrepancies or non-compliances identified by the Employer and/ or the Independent Expert, if any, will be reported to the Fund Manager for corrective action in accordance with Section 2.14.4.
- 1.1.2. In the event of any discrepancy or non-compliance with respect to the Key Performance Indicators, the Fund Manager will be required within five (5) days or such additional time period as Notified by the Employer, or immediately in case of matters identified as urgent by the Employer and/or the Independent Expert, to provide assurance, to the satisfaction of the Employer and the Independent Expert, that the Fund Manager: (a) is acting in compliance with the Key Performance Indicators (along with supporting evidence); or (b) shall take all necessary actions to cure any discrepancy or non-compliance with Key Performance Indicators, to mitigate and prevent similar discrepancies or non-compliances arising in the future and at all times be compliant with the Key Performance Indicators.
- 1.1.3. Any corrective measures taken by the management of the Fund Manager in accordance with Section 2.14.4 will be immediately reported to the Employer and its Independent Expert. Thereafter, the Employer and/or the Independent Expert may in accordance with Section 2.14.4 undertake an audit to evaluate and report on status of achievement of Key Performance Indicators.
- 1.1.4. The Employer may involve the Independent Expert(s) engaged by the Employer in respect of the Project. The Independent Expert(s) shall be empowered by the Employer to:
- 1.1.5. carry out any approval functions of the Employer under this Agreement; and
- 1.1.6. validate any technical and financial matters as specified by the Employer, and for such purposes the Independent Expert(s) shall be deemed to be acting as an Employer's Representative.

Furthermore, for the purposes of Section 3.2.4 (a) and (b) above, the Independent Expert(s) shall have access to the Service Records and all related information, documentation etc, and its determinations shall be binding on the Fund Manager.

In the event any dispute arises between the Parties with regard to any advice, instruction, decision, direction and/or award of the Independent Expert, then such dispute shall be referred for dispute resolution in accordance with Section 19 (*Dispute Resolution*).

- 1.1.1. All payments under Section 5.1.1 shall be subject to scrutiny by the Employer and/or its Independent Expert and in case of any error, discrepancy or deficiency in the Monthly Invoices, the same will be Notified to the Fund Manager and thereafter be adjusted against the next Monthly Invoice.



GOVERNMENT OF PAKISTAN
MINISTRY OF PLANNING, DEVELOPMENT & SPECIAL INITIATIVES
SINDH INFRASTRUCTURE DEVELOPMENT COMPANY LTD

Financial Proposal

Name of Independent Consultant (The Engineer) _____

Total Fee / Price Quoted (36 months) (Inclusive of all applicable taxes)	Rs. _____
	In Word _____

Signature of Independent Consultant (The Engineer) with date _____

CNIC No. _____



Engineer and Engineer's Representative

- Engineer's Duties and Authority**
- 2.1 (a) The Engineer shall carry out the duties specified in the Contract.
- (b) The Engineer may exercise the authority specified in or necessarily to be implied from the Contract, provided, however, that if the Engineer is required, under the terms of his appointment by the Employer, to obtain the specific approval of the Employer before exercising any such authority, particulars of such requirements shall be set out in Part II of these Conditions. Provided further that any requisite approval shall be deemed to have been given by the Employer for any such authority exercised by the Engineer.
- (c) Except as expressly stated in the Contract, the Engineer shall have no authority to relieve the Contractor of any of his obligations under the Contract.
- Engineer's Representative**
- 2.2 The Engineer's Representative shall be appointed by and be responsible to the Engineer and shall carry out such duties and exercise such authority as may be delegated to him by the Engineer under Sub-Clause 2.3.
- Engineer's Authority to Delegate**
- 2.3 The Engineer may from time to time delegate to the Engineer's Representative any of the duties and authorities vested in the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor.
- Any communication given by the Engineer's Representative to the Contractor in accordance with such delegation shall have the same effect as though it had been given by the Engineer. Provided that:
- (a) any failure of the Engineer's Representative to disapprove any work, materials or Plant shall not prejudice the authority of the Engineer to disapprove such work, materials or Plant and to give instructions for the rectification thereof; and
- (b) if the Contractor questions any communication of the Engineer's Representative he may refer the matter to the Engineer who shall confirm, reverse or vary the contents of such communication.
- Appointment of Assistants**
- 2.4 The Engineer or the Engineer's Representative may appoint any number of persons to assist the Engineer's Representative in the carrying out of his duties under Sub-Clause 2.2. He shall notify to the Contractor the names, duties and scope of authority of such persons. Such assistants shall have no authority to issue any instructions to the Contractor save in so far as such instructions may be necessary to enable them to carry out their duties and to secure their acceptance of materials, Plant or workmanship as being in accordance with the Contract, and any instructions given by any of them for those purposes shall be deemed to have been given by the Engineer's Representative.
- Instructions in Writing**
- 2.5 Instructions given by the Engineer shall be in writing, provided that if for any reason the Engineer considers it necessary to give any such instruction orally, the Contractor shall comply with such instruction. Confirmation in writing of such oral instruction given by the Engineer, whether before or after the carrying out of the instruction, shall be deemed to be an instruction within the meaning of this Sub-Clause. Provided further that if the Contractor, within 7 days, confirms in writing to the Engineer any oral instruction of the Engineer and such confirmation is not contradicted in writing within 7 days by the Engineer, it shall be deemed to be an instruction of the Engineer.
- The provisions of this Sub-Clause shall equally apply to instructions given by the Engineer's Representative and any assistants of the Engineer or the Engineer's Representative appointed pursuant to Sub-Clause 2.4.
- Engineer to Act Impartially**
- 2.6 Wherever, under the Contract, the Engineer is required to exercise his discretion by:
- (a) giving his decision, opinion or consent,
- (b) expressing his satisfaction or approval,
- (c) determining value, or
- (d) otherwise taking action which may affect the rights and obligations of the Employer or the Contractor
- he shall exercise such discretion impartially within the terms of the Contract and having regard to all the circumstances. Any such decision, opinion, consent, expression of satisfaction, or approval, determination of value or action may be opened up, reviewed or revised as provided in Clause 67.



DRAFT FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the ___ day of ___ month) of ___ (year), between, on the one hand _____

(hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, _____ (hereinafter called the "Independent Consultants (The Engineer)" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) Scope of Three (3) Contracts i.e. Bus Operator, Facility Management and Fund Management
2. The mutual rights and obligations of the Client and the Independent Consultants (The Engineer) shall be as set forth in the Contract, in particular:
 - (a) The Independent Consultants (The Engineer) shall carry out the Services in accordance with the provisions of the Contract; and



- (b) The Client shall make payments to the Independent Consultants (The Engineer) on monthly basis.

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

For and on behalf of

CLIENT'S NAME

Witness

Signature _____

Name _____

Title _____

Signature _____

Name _____

Title _____

(Seal)

NAME & SIGNATURE OF THE INDEPENDENT CONSULTANTS (THE ENGINEER)

Witness

Signature _____

Name _____

Title _____

