



AGREEMENT

Between

Peoples Housing Cell
Government of Sindh

and

FIZA Social Welfare Organization

for

CONSTRUCTION OF 92 HOUSES AT VILLAGE
JANOOJI TEHSIL SALEHPAT DISTRICT SUKKUR
SINDH

Date: Dec, 2009

AGREEMENT FOR CONSULTANCY SERVICES TO PHC

THIS AGREEMENT, (together with the appendices attached hereto) referred hereinafter as the Agreement is made on the -----day of December 2009, between the Government of Sindh (hereinafter referred to as the Government which term shall include his successors in office and assigns) acting through the People's Housing Cell (PHC) having their office at M-1, Mezzanine Floor, Beaumont Plaza, behind PIDC Building Karachi., of the one part, and on the other hand FIZA Welfare Social Organization located at Suite #4, 2nd Floor ,Plot # 35,Ahmad Center,P.O.Box #1972,I-8 Markaz Islamabad, (hereinafter refer to as "TAP" which expression shall include their successor-in-interest and assigns). This Firm will be liable to the client for all the Services / obligations under this contract. The FIZA Social Welfare Organization will retain full and undivided responsibility for the performance of obligations hereunder and for the satisfactory completion of the services to be performed hereunder.

WHEREAS

- (A) M/s FIZA Social Welfare Organization has offered People's Housing Cell to provide services for its village Janooji Scheme.
- (B) People's Housing Cell has accepted the offer of FIZA Social Welfare Organization to provide their services for its village Janooji housing project.
- (C) PHC's obligations to the FIZA Social Welfare Organization are being guaranteed by the Government of Sindh (hereinafter called the Government);

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I Services

1.01. The Services

The AAA shall perform the Services under this Agreement in accordance with the Terms of Reference set forth in Appendix-A hereto, and in accordance with the arrangement and understanding as agreed upon between the PHC and FIZA Social Welfare Organization on this Agreement.

- 1.02 The project will be implemented in District Sukkur.
- 1.03 FIZA Social Welfare Organization will primarily be responsible for training of Masons, Construction Supervision and other as per TO R during implementation of the project, by the Executing Agency.
- 1.04 Under this project 92 houses will be constructed.
- 1.05 Time frame for completion of this project is fixed for 03 months. with one month grace period

1.06. Commencement Date

FIZA Social Welfare Organization will commence the physical project activities within 10 days after signing of this Agreement with PHC. It is presently anticipated that fieldwork will commence from December,2009 for a period of 03 months.

ARTICLE II

Programme Management and Personnel

- 2.01 The Peoples Housing Cell (PHC) of the Government of Sindh will execute this project and FIZA Social Welfare Organization supervise its execution according to the provisions of TOR. The Director PHC will act as the Project Director (PD) on honorary basis. The PD will be the focal person for the Government of Sindh/PHC, whereas, the Chief Executive Officer or a designated responsible official of, FIZA Social Welfare Organization will be the Project Manager, responsible for day to day decision making for the project construction supervision. The PD will be involved in the endorsement of the work plan and progress review and monitoring.
- 2.02 FIZA Social Welfare Organization will report to PHC as per TOR. The Services shall be carried out by FIZA Social Welfare Organization through a team of professionals, led by a Team Leader, who shall be responsible for implementation of the work plan.
- 2.03 The CEO, FIZA Social Welfare Organization or his designated official will inform in writing and satisfy PHC, if any amendment is required in any provisions of this contract.
- 2.04 The project staff of FIZA Social Welfare Organization, assigned to the project, shall be governed by the IDG's rules of business and contract. FIZA Social Welfare Organization will formulate appropriate strategies for inducting personnel in the project on need basis.
- 2.05 The project management team will generate progress reports on fortnightly basis and submit to PHC in timely manner. The technical team comprising of FIZA Social Welfare Organization will supervise the quality aspects of the construction. The team will ensure rigorous field follow up.
- 2.06 The Team Leader FIZA Social Welfare Organization will be overall responsible for coordination among FIZA Social Welfare Organization, PHC and other government departments. The project will purchase necessary equipments and assets as per the need for best results.
- 2.07 In all matters pertaining to the project which requires decision by PHC, Minister for Housing will be the final decision making authority.

ARTICLE III

Payments to the FIZA Social Welfare Organization

3.01. Fee/charges: Ceiling Amount

- (a) Fee/charges for the Services rendered to PHC payable to FIZA Social Welfare Organization in local currency is set forth in Appendix D.
- (b) Except as may be otherwise agreed Section 3.01(c) and notwithstanding any other provisions of this Contract, payments under this Contract shall not exceed Rs. xxxxxxxx million in local currency. The payments will be made as per schedule at Appendix E however these would be adjusted on the basis of costs of actual targets achieved.
- (c) The amount prescribed in the Appendix D has been fixed on the understanding that the PHC will make available free of charge to the FIZA Social Welfare Organization the assistance, services and facilities provided for in Article IV. The sums that so accrue will be utilized for project activities only.

3.02. Currency of Payment

Except as otherwise agreed between the PHC and the FIZA Social Welfare Organization, payments in respect of all local currency expenditures incurred by the FIZA Social Welfare Organization will be made in Pakistani Rupees.

3.03 Mode of Billing and Payment

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

- a) The PHC shall, in accordance with the schedule of payments set out below, shall release payment to FIZA Social Welfare Organization in:

Account Title	FIZA Social Welfare Organization
Account Number	01-0000000000
Bank	Bank Pakistan Limited
Branch	Karachi, Pakistan

Total fee/ amount of the project Rs. xxxxxxxxxxxxxx

c) <u>PAYMENT STAGES</u>	<u>Amount(PRs.)</u>
(i) 15% upon signing of the contract (Mobilization advance)	XXXXXXXXXXXX
(ii)	XXXXXXXXXXXX
(iii)	XXXXXXXXXXXX
(v)	XXXXXXXXXXXX

- d) All financial accounts and statements shall be expressed in Pakistani Rupees.
- e) The advance payments will be adjusted by the PHC against the statements of expenditure received from FIZA Social Welfare Organization.
- f) Final payment shall be made only after the final report and a final statement, shall be submitted by FIZA Social Welfare Organization and approved as satisfactory by the PHC. Any amount which the PHC has paid or caused to be paid in accordance with this Section in excess of the costs actually incurred shall be reimbursed by the FIZA Social Welfare Organization to the PHC within 30 days after receipt by the FIZA Social Welfare Organization of a notice thereof.
- g) All payments under this Agreement shall be made to a designated bank account of the FIZA Social Welfare Organization which will be notified by FIZA Social Welfare Organization to PHC.

3.04 Additional Work

If in the opinion of the PHC and FIZA Social Welfare Organization, it is necessary to carry out any work outside of the Terms of Reference for the purposes of the Project in addition to the Services, the FIZA social Welfare Organization, with the prior authorization of the PHC in writing shall carry out such additional work and charge on the same basis as for the Services in this agreement.

ARTICLE IV

Undertaking of the PHC

4.01 Other Privileges and Exemptions

The PHC will make all out efforts to ensure:

- (a) Provision of basic information to enable FIZA Social Welfare Organization to perform their services smoothly; and
- (b) Issuance of instructions to officials, agents and representatives of the Government as may be necessary or appropriate for the prompt and effective Services;

ARTICLE V

Undertakings of the FIZA Social Welfare Organization

5.01 General Standard of Performance by the FIZA Social Welfare Organization

(a) FIZA Social Welfare Organization shall carry out the Services as per terms of reference at Appendix-A and physical targets for implementation (work plan) at (Appendix F) with due diligence and efficiency, and shall exercise such skill and care in the performance of the Services as is consistent with recognized professional standards.

(b) FIZA social Welfare Organization will formulate appropriate strategies for inducting personnel in the Programme and make adjustments in position and equipment based on actual requirement of the Programme on need basis, but with prior intimation to the PHC.

(c) The FIZA social Welfare Organization shall act at all times so as to protect the interest of the PHC and will take all reasonable steps to keep all expenses to a minimum, consistent with sound management practices.

5.02 Records

The FIZA social Welfare Organization shall keep accurate and systematic records and accounts in respect of the Services in such form and detail as is customary in the profession and as shall be sufficient to establish accurately that the costs and expenditures referred to in Article III have been duly incurred.

5.03 Information

The FIZA Social Welfare Organization shall furnish to PHC such information relating to the Services and the Programme as the PHC may from time to time reasonably request.

5.04 Confidentiality

Except with the prior written consent of the PHC, the FIZA Social Welfare Organization and the Personnel shall not at any time communicate to any person or entity any confidential information disclosed to them for the

purpose of the Services, nor shall the FIZA Social Welfare Organization or the Personnel make public any information as to the recommendations formulated in the course of or as a result of the Services.

5.05 Indemnifications

(a) FIZA Social Welfare Organization hereby indemnifies, protects and defends at FIZA's own expense, PHC, its agents and employees, from and against any and all actions, claims, losses or damages arising out of any violation committed solely by the FIZA or in the course of the Services, of any legal provisions, or any rights of third parties, in respect of literary property rights, copyrights, or patents etc.

(b) In addition to any liability FIZA Social Welfare Organization shall at its own cost and expense, upon request of PHC, re-perform the Services in the event of FIZA's failure to exercise the skill and care required under Section 5.01(a).

The above provisions shall mutatis mutandis be applicable to the PHC.

5.08 Proprietary Right of the PHC in Equipment

(a) All material procured from PHC funds shall be maintained in good condition by the FIZA.

(b) All material equipment & vehicles required by FIZA for this project will be procured in accordance with the Government's guidelines and policy on procurement. All taxes and duties, etc, shall be payable by FIZA as per Government procedures.

5.09 Proprietary Rights of the PHC in Reports and Records

All reports and relevant data such as maps, diagrams, plans, statistics and supporting records or materials compiled or prepared in the course of the Services shall be confidential and shall be the absolute property of the PHC. The FIZA agrees to deliver all these materials to the PHC during and upon completion of this Agreement. The FIZA may retain a copy of such data but shall not use the same for purposes unrelated to this Contract without prior written approval of the PHC.

5.10 Insurance

(a) The FIZA Social Welfare Organization shall take out and maintain adequate professional liability insurance as well as adequate insurance against third party liability and loss of or damage to equipment purchased in whole or in part with funds provided by the PHC.

(b) The PHC undertakes no responsibility in respect of any life, health, accident, travel and other insurance which may be necessary or desirable for the FIZA Personnel or sub-contractors and specialists associated with the FIZA for the purposes of the Services, nor for any members of any family of any such person.

5.11 Reports

FIZA Social Welfare Organization shall provide monthly, quarterly and annual progress reports on a regular basis to the Project Director, PHC including all technical reports.

All correspondence (general) from FIZA to the PHC and to line departments shall be in English and to the target communities in Sindhi / Urdu

5.12 Audit

FIZA shall provide annual financial report duly audited by its external auditors and approved by the BOD.

5.13 Third Party Monitoring

PHC may undertake third party monitoring of the physical activities of the Programme at its own cost on the basis of indicators to be mutually decided between the two parties.

ARTICLE VI

General Provisions

6.01 Termination of the Contract by the PHC and FIZA

- (a) Either party may by advance written notice of 60 days to the other party terminate the Contract:
- (b) In case termination notice has been served by either party, FIZA shall not incur any expenditure except essential recurring expenditures till the contract is terminated. FIZA shall return balance unspent amount to the PHC and settle all accounts within 30 days of the expiry of the termination notice period.

6.02 Settlement of Dispute

Any dispute or difference arising out of the Contract which cannot be amicably settled between the parties shall be finally settled under the Rules of Conciliation and Arbitration by one or more arbitrators appointed by mutual agreement there-under. The Arbitration shall take place in Karachi. The resulting award shall be final and binding on the parties and shall be in lieu of any other remedy.

6.03 Force Majeure

(a) If either party is temporarily unable by reason of force majeure or the laws or regulations of Pakistan to meet any of its obligations under the Contract, and if such party gives to the other party written notice of the event within fourteen (14) days after its occurrence, such obligations of the party as it is unable to perform by reason of the event shall be suspended for as long as the inability continues.

(b) Neither party shall be liable to the other party for loss or damage sustained by such other party arising from any event or delays arising from such event.

(c) The term "force majeure", as employed herein shall means acts of Allah (swt), strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions, unwillingness of the community, and any other similar events, not within the control of either party and which by the exercise of due diligence neither party is able to overcome.

6.05 Variation of Contract

The Contract may be varied by agreement between the parties. All such variations, including variations in the cost estimates and in the amount specified above, shall be in writing signed by the duly authorized representatives of the parties.

ARTICLE VII
Effective Date; Miscellaneous

7.01 Effectiveness

The Contract shall become effective upon the date notice is given to proceed with the Services under Section 1.02 and shall be in full force until the Services and all payments there-for have been completed and at such time the parties here to shall be mutually released from all obligations hereunder. The contract shall be for a period of three months ending in March 2010 or which ever is earlier. The contract may be further extended for the period to be mutually agreed by both the parties.

7.02 Authorized Representative

Any action required or permitted or permitted to be taken, and any document required or permitted to be executed, under this Contract, may be taken or executed on behalf of the FIZA by the Chief Executive Officer or his designated representative and on behalf of the PHC by its authorized representative.

7.03 Notice or Requests

Any notice or request required or permitted to be given or made under this Contract shall be in writing in the English language. Such notice or request shall be deemed to be duly given or made when it shall have been delivered by hand, mail or cable to the party to which it is required to be given or made at such party's address specified below, or at such other address as either party may specify in writing.

7.04 Taxes

All taxes as levied by Federal/Provincial government will be recovered at source, alternatively FIZA have to produce an exemption from CBR to that effect.

For PEOPLE'S HOUSING CELL (PHC):

Name: PEOPLE'S HOUSING CELL (PHC)
Address: Mezzanine Floor, Beaumont Plaza, Near PIDC House, Karachi
Phone 92-021-9204178 Fax: 021-5680117

For the FIZA Social Welfare Organization (FIZA):

Name: FIZA Social Welfare Organization
Address: Suite #4 2nd Floor ,Plot # 35 Ahmad Center P.O.Box # 1972,i-8 Makaz Islamabad.
Phone: 0092514436514

IN WITNESS WHEREOF, the parties 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 PHC

FOR AND ON BEHALF OF FIZA

Chairman, PHC

Chief Executive, AAA

WITNESS

WITNESS

List of Annexes

Appendix A	TOR
Appendix B	
Appendix C	Personnel
Appendix D	Schedule of Payments
Appendix E	Work Plan and Year wise Targets

TERMS OF REFERENCE FOR SERVICES

Appendix- A

PERSONNEL

Appendix- B

FEE/CHARGES FOR PROVIDING SERVICES TO PHC

Appendix- C

SCHEDULE OF PAYMENTS

Appendix-D

WORK PLAN & TARGETS

Appendix- E