

# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

### TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. Peoples University of Medical & Health Sciences for Women Nawabshah (S.B.A)
- 2) PROVINCIAL / LOCAL GOVT./ OTHER Other
- 3) TITLE OF CONTRACT Detailed Supervision of Nursing & Community Medicine Deptt:
- 4) TENDER NUMBER No.PUMHSW/P.D/2015/1635, SPPRA S.No. 25682
- 5) BRIEF DESCRIPTION OF CONTRACT To be constructed for academic activities
- 6) FORUM THAT APPROVED THE SCHEME Advisory Building Committee (Technical Committee of PUMHS
- 7) TENDER ESTIMATED VALUE Rs.
- 8) ENGINEER'S ESTIMATE (For civil works only) Rs.
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) Thirty Six Months
- 10) TENDER OPENED ON (DATE & TIME) 18-01-2016 at 1:00 P.M.
- 11) NUMBER OF TENDER DOCUMENTS SOLD 07 (Seven)  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 05 (Five)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 05 (Five)
- 14) BID EVALUATION REPORT (Enclose a copy) Copy Enclosed
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Allied Engg: Consultants (Pvt) Ltd
- 16) CONTRACT AWARD PRICE 1.6%
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st Lowest

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE  Yes
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	Dated: 05-11-2015, ID. No: 2147483647
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	Dawn, Jang & Kawish Dated: 05-11-2015
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	No

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	No

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	
No	No

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	No

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	No

Signature & Official Stamp of  
Authorized Officer \_\_\_\_\_

**FOR OFFICE USE ONLY**

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**  
**Tele: 021-9205356; 021-9205369 & Fax: 021-9206291**

Office of the Project Director (Engineering Wing)



## PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN

Nawabshah, Shaheed Benazirabad (Sindh). Tel: (0244) 937 0427  
Fax: (0244) 937 0463 Email Address: dm\_mangi@yahoo.com

No. PUMHSW/P.D/2015/1635

02 NOVEMBER 2015

### EXPRESSION OF INTEREST

Peoples University of Medical & Health Sciences for Women, Shaheed Benazirabad intends to hire the services of a reputable **Consultant / Consulting Firm** registered with **Pakistan Engineering Council**, Islamabad on "**SINGLE STAGE TWO ENVELOPES**" procedure as per **SPPRA Rules 2010** for the following Jobs:

- a) **Detailed Supervision of Establishment of College of Nursing & Strengthening of Community Medicine Department including Civil, Electrical, Plumbing, HVAC & External Development Work**
- b) **Preparation of Architectural / Engineering Drawings / Designs / Engineer Estimates & BOQs for Civil, MEP and External Development Works of Academic Block of College of Nursing & Strengthening of Community Medicine Department including Residential Accommodation for Students, Faculty Members & Staff**

**Consulting Firms** having vast experience may apply. They are required to submit the following Particulars/Documents in Original / Attested form in their Brochure along with Application in the Office of the **Project Director, Peoples University of Medical & Health Sciences for Women, Shaheed Benazirabad**.

- List of **Full Time Technical and Supervisory Staff** along with their brief CVs.
- Registration as **Consultants with Pakistan Engineering Council**, Islamabad.
- **NTN** Registration Certificate and valid Registration Certificate with **S.R.B.**
- Details of Works of similar nature already completed or in hand with Cost and Satisfactorily Completion Certificate from the concerned Company/Department.
- Detail of Equipment, Design Software, Tools etc.
- Financial Stability, Non-Involvement in any Arbitration/Litigation with any Government Agency/Department.
- Any other relevant information to facilitate in decision making.
- The Consulting Firms providing wrong information will be liable to **Legal Action** and **Disqualification**.
- The Separate Envelopes should be clearly marked as "**Technical Proposal**" and "**Financial Proposal**". **Financial Proposals** shall be opened of those Firms who will be declared Qualified by the Committee.
- The Method for **Selection of CONSULTANT** will be on "**Least Cost Basis**".
- **TORs** and other **Documents/Proforma** can be obtained from the Office of **Project Director, Peoples University of Medical & Health Sciences for Women, Nawabshah** at District: Shaheed Benazirabad against Fee **Rs. 5,000/-** (Non-Refundable) in shape of Demand Draft/ Pay Order in favour of **Vice Chancellor PUMHSW** from **5th November 2015 to 23rd November 2015** during Office Hours, and will be received back on or before **27th November 2015** up to **01:00 pm** and **Technical Proposals** will be opened on the same day i.e. **27th November 2015 at 02:00 pm**.
- **TORs** and other **Documents/Proforma** can also be downloaded from the Websites of **www.pumhs.edu.pk** and **SPPRA Website**.
- The %age Rate of (a) & (b) at above may be given separately and the University reserves the right to opt either (a) or (b) or both given above.

Competent Authority of **PUMHSW** reserves the right to reject any or all the Applications for Pre-Qualification in accordance with relevant provisions of **SPPRA Rules**.

By the Orders of  
Vice Chancellor,  
PUMHSW, SBA

**ENGR. DUR MOHAMMAD MANGI**  
Project Director-PUMHSW  
Shaheed Benazirabad

Dawn : 05/11/2015



**OFFICE OF THE PROJECT DIRECTOR "ENGINEERING WING"**  
**PEOPLE'S UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN**  
**SHAHEED BENAZIRABAD**


**Telephone: +92-244-9370427**


**C.S.T OF FINANCIAL PROPOSALS OF CONSULTANT FIRMS**  
**FOR THE WOK, "ESTABLISHMENT OF COLLEGE OF NURSING & STRENGTHENING OF**  
**COMMUNITY MEDICINE DEPARTMENT AT NEW SITE OF PUMHSW**

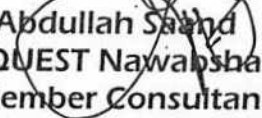
The Financial Proposals of Consultant Firms who qualified in the Technical Proposals; were opened on 18<sup>th</sup> December-2015 at 1:45 P.M in the Conference Hall of PUMHSW by Consultant Selection Committee. The fee quoted by the Consultant firms is detailed below.


S. No	Name of Consultant Firm	Quoted Design Fee	Quoted Supervision Fee	Total Consultancy Fee	Remarks
01	M/s National Engg: Services Pakistan (Pvt) Ltd	3.5%	3.0%	6.5%	
02	M/s Allied Engg: Consultants (Pvt) Ltd	0.2%	1.4%	1.6%	1 <sup>st</sup> lowest
03	M/s Naqvi & Siddiqui Associates	2.10%	1.75%	3.85%	
04	M/s Atif Nazar Associates	1.35%	0.35%	1.7%	II
05	M/s Development Consultancy Services	0.85%	2.25%	3.1%	III


The E.O.Is were called as per the SPPRA Rule No: 72 (Amended 2013) Sub-Rule: (1) Least Cost Selection Method, so according to this Rule M/s Allied Engg: Consultants (Pvt) Ltd Lahore stands out the lowest cost winner, hence the Consultant Selection Committee recommends that this Consultant Firm may be awarded the Consultancy Services for the work, "Establishment of College of Nursing & Strengthening of Community Medicine Department".

  
Dr. Muhammad Saleh Khaskheli  
Registrar PUMHSW & Secretary/  
Member Consultant Selection  
Committee PUMHSW

  
Prof. Dr: Basim Ahmed Memon  
Dean Faculty of Engg: QUEST  
Nawabshah & Technical Member  
Consultant Selection Committee  
PUMHSW

  
Prof. Dr: Abdullah Saad  
Director PGS QUEST Nawabshah &  
Co-opted Member Consultant  
Selection Committee PUMHSW

  
Dr: Abdul Rahim Solangi  
Associate Professor PUMHSW &  
Co-opted Member Consultant  
Selection Committee PUMHSW

  
Mr. Ghulam Muhammad Shaikh  
Assistant Chief Health (P&D) &  
Representative of (P&D) Deptt:  
Govt: of Sindh

  
Mr. Shaheed Ahmed Saeed Khan  
District Accounts Officer Nawabshah  
& Representative of Finance  
Department Govt: of Sindh

  
Engr. Dur Muhammed Mangi  
Project Director PUMHSW & Head  
Consultant Selection Committee  
PUMHSW



24  
**OFFICE OF THE PROJECT DIRECTOR, "ENGINEERING WING"**

**PEOPLE'S UNIVERSITY OF MEDICAL & HEALTH SCIENCES FOR WOMEN**

**SHAHEED BENAZIRABAD**

**Telephone: +92-244-9370427**

No: PUMHSW/P.D/2016/1781

Dated: 06-01-2016

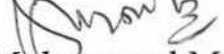
To

M/s Allied Engg: Consultants (Pvt) Ltd  
19-A, Hali Road Gulberg-II, Lahore

Subject: **ESTABLISHMENT OF COLLEGE OF NURSING & STRENGTHENING OF  
COMMUNITY MEDICINE DEPARTMENT AT NEW SITE OF PUMHSW.**  
**Acceptance of Financial Proposal**

With reference to the financial proposal dated: 18-12-2015 regarding the consultancy services for design & supervision of subject work, it is intimated that your financial proposal being 1.6% (design + supervision) of the work done amount has been accepted by University Authority.

You are therefore intimated to please prepare the contract document for processing and finalizing the case as early as possible.

Engr:   
Dur Muhammed Mangi  
Project Director  
PUMHSW

C.C:

P.S to Vice Chancellor PUMHSW, S.B.A for kind information please;

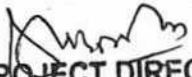
# CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

*Between*

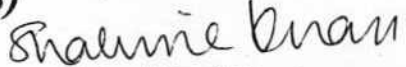
**PEOPLES UNIVERSITY OF MEDICAL & HEALTH SCIENCES  
FOR WOMEN, SHAHEED BENAZIRABAD  
(CLIENT)**

*And*

**M/S ALLIED ENGINEERING CONSULTANTS (PVT) LIMITED,  
19-A HALI ROAD GULBERG-II, LAHORE.  
(CONSULTANTS)**

  
**PROJECT DIRECTOR  
People's University of Medical &  
Health Sciences for Women Nawabshah  
Shaheed Benazir Abad.**

*For*

  
**Executive Director  
Allied Engineering Consultants (Pvt) Ltd.  
19-A, Hali Road, Gulberg-II, Lahore**

**DESIGN AND CONSTRUCTION SUPERVISION OF ESTABLISHMENT OF  
COLLEGE OF NURSING & STRENGTHENING OF COMMUNITY  
MEDICINE DEPARTMENT AT NEW SITE OF PUMHSW**

January 2016

49  
years  
of  
Nation Building  
**aec**  
THE DEVELOPMENT ENGINE

**ALLIED ENGINEERING CONSULTANTS (PVT) LIMITED**

**CIVIL/POWER/MECHANICAL/INDUSTRIAL/HIGHWAYS/BRIDGES ENGINEERS-ARCHITECTS-  
PLANNERS-INTERIOR DESIGNERS LANDSCAPE & ENVIRONMENT SPECIALISTS.**

19-A, HALI ROAD GULBERG-II, LAHORE - 54660 - TEL: 35875104, 5758433, 35756752, FAX: 53875105  
E-MAIL ADDRESS: [alliedec@gmail.com](mailto:alliedec@gmail.com) & WEBSITE ADDRESS: [www.alliedec.com](http://www.alliedec.com)



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- 1.7 Taxes and Duties
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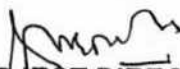
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Executive Director  
Allied Engineering Consultants (Pvt) Ltd.  
19-A, Hali Road, Gulberg-II, Lahore

  
PROJECT DIRECTOR  
People's University of Medical &  
Health Sciences for Women Nawabshah  
Shaheed Benazir Abad.

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[Details to be finalized by the users]

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- 1.7 Taxes and Duties
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*Shahine Khan*  
Executive Director  
Allied Engineering Consultants (Pvt) Ltd.  
19-A, Hali Road, Gulberg-II, Lahore

*[Signature]*  
**PROJECT DIRECTOR**  
People's University of Medical &  
Health Sciences for Women Nawabshah  
Shaheed Benazir Abad.

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**PROJECT DIRECTOR**  
People's University of Medical &  
Health Sciences for Women Nawabshah  
Shaheed Benazir Abad.

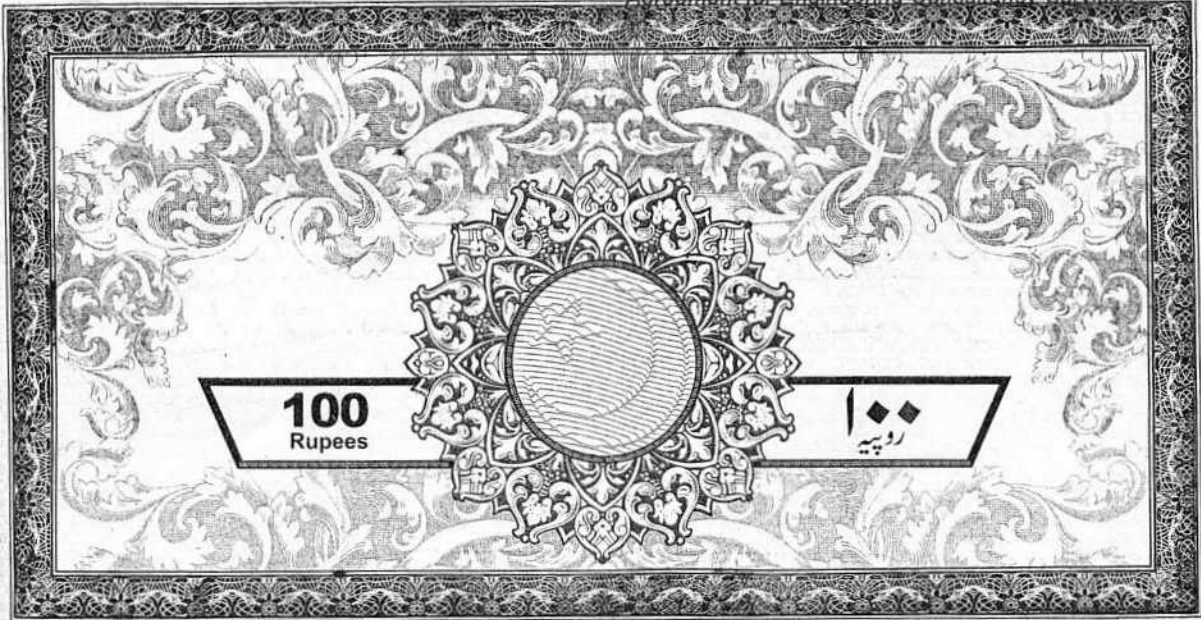
  
**Executive Director**  
Allied Engineering Consultants (Pvt) Ltd.  
19-A, Hali Road, Gulberg-II, Lahore

# FORM OF CONTRACT

  
**PROJECT DIRECTOR**  
Peoples University of Medical &  
Health Sciences for Women Nawabshah  
Srinagar Benazir Abad.

*Shahine Khan.*

**Executive Director**  
Allied Engineering Consultants (Pvt) Ltd.  
19-A, Hali Road, Gulberg-II, Lahore



### CONSULTANCY AGREEMENT



Name of Work: DESIGN AND CONSTRUCTION SUPERVISION OF ESTABLISHMENT OF COLLEGE OF NURSING & STRENGTHENING OF COMMUNITY MEDICINE DEPARTMENT AT NEW SITE OF PUMHSW

This CONTRACT (hereinafter called the "Contract") is made on the 20<sup>th</sup> day of the month of January 2016, between, on the one hand **The Project Director, Peoples University of Medical & Health Sciences for Women, Shaheed Benazirabad** (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, **M/s Allied Engineering Consultants (Pvt.) Limited** (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

#### WHEREAS

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

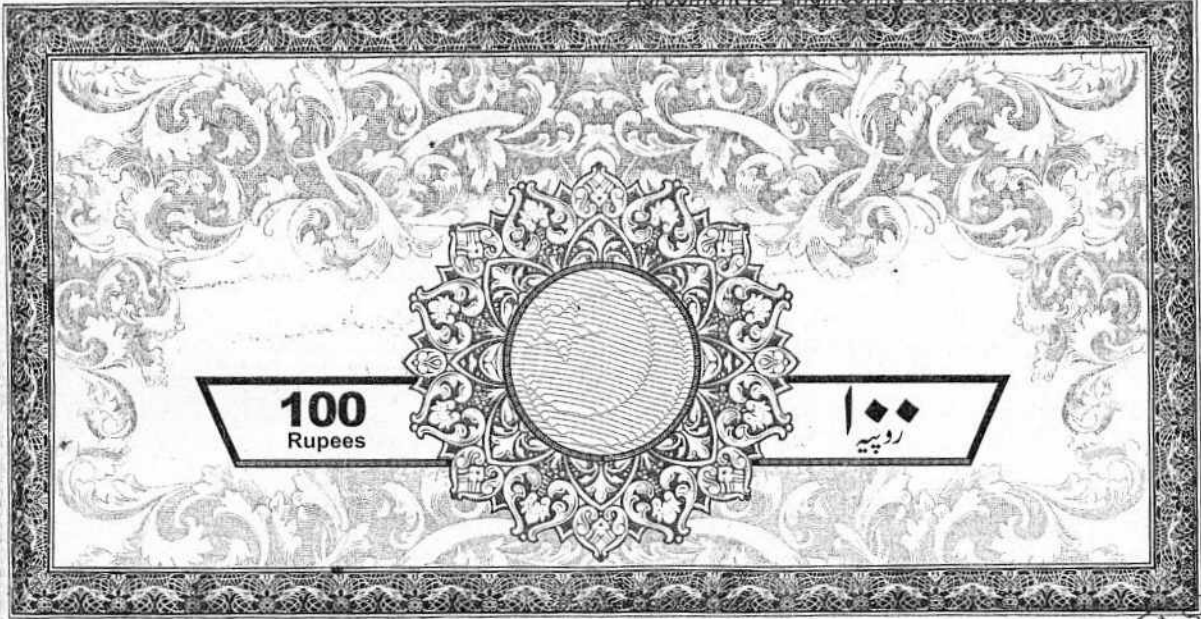
NOW THEREFORE the Parties hereby agree as follows:

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

- (a) the General Conditions of Contract;
- (b) the Special Conditions of Contract;
- (c) the following Appendices:
  - Appendix A: Description of Services
  - Appendix B: Reporting Requirements
  - Appendix C: Key Personnel and Subconsultants
  - Appendix D: Breakdown of Contract Price in Foreign Currency (N/A)
  - Appendix E: Breakdown of Contract Price in Local Currency

*Shalvika Khan*  
Executive Director  
Allied Engineering Consultants (Pvt) Ltd.  
19-A, Mali Road, Gulberg-II, Lahore

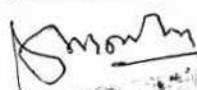
**ATTESTED**  
M.Z. Ashraf Advocate  
Oath Commissioner Lahore



Appendix F: Services & Facilities to be Provided By the Client  
Appendix G: Integrity Pact (for Services above Rs. 10 Million)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of <b>Peoples University of Medical &amp; Health Sciences for Women, Shaheed Benazirabad</b>	For and on behalf of <b>M/s Allied Engineering Consultants (Pvt.) Ltd</b>
Represented by  <b>The Project Director,, Peoples University of Medical &amp; Health Sciences for Women, Shaheed Benazirabad</b>	<i>Salma Khan</i> <b>The Executive Director, M/s Allied Engineering Consultants (Pvt.) Ltd</b>
Seal 	Executive Director Allied Engineering Consultants (Pvt) Ltd. Seal 19-A, Hall Road, Gulberg-II, Lahore
WITNESS	WITNESS
Signatures <u><i>Inayatullah</i></u>	Signatures <u><i>Maria Imtiaz</i></u>
Name <u>Inayatullah</u>	Name: Ms. Maria Imtiaz
Designation <u>Office Assistant</u>	Designation: Admin Officer
N.I.C <u>433030 3375117-5</u>	NIC: 35202-3914155-8

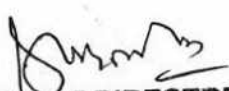
door  
: 1642  
more.

مورخہ

نام  
پندرہ

## GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT
3. OBLIGATIONS OF THE CONSULTANTS
4. CONSULTANTS' PERSONNEL
5. OBLIGATIONS OF THE CLIENT
6. PAYMENTS TO THE CONSULTANTS
7. SETTLEMENT OF DISPUTES
8. INTEGRITY PACT

  
**PROJECT DIRECTOR**  
People's University of Medical &  
Health Sciences for Women Nawabshah  
Shaheed Benazir Abad.

  
**Executive Director**  
Allied Engineering Consultants (Pvt) Ltd.  
19-A, Hali Road, Gulberg-II, Lahore

1. GENERAL PROVISIONS

1.1

Definitions

PROJECT DIRECTOR  
Peoples University of Medical &  
Health Sciences for Women Nawabshah  
Shaheed Benazir Abad.

*Shabine Khan*  
Executive Director  
Allied Engineering Consultants (Pvt) Ltd.  
19-A, Hali Road, Gulberg-II, Lahore

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and / or Provincial Government(s);
- (g) "'Foreign Currency'" means currency other than the currency of Islamic Republic of Pakistan.
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (n) "Third Party" means any person or entity other than the Client, the Consultants or a Sub-consultant; and
- (o) "Project" means the work specified in SC for which engineering consultancy services are desired.



**PROJECT DIRECTOR**  
People's University of Medical & Health Sciences for Women Nawabshah  
1.2 Law Governing the Contract

"Contractor" means the work specified in SC for which engineering services are desired.

*Sybiline Khan*  
**Executive Director**  
Allied Engineering Consultants (Pvt) Ltd.  
19-A, Hali Road, Gulberg-II, Lahore

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.3 Language**

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

**1.4 Notices**

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

**1.5 Location**

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

**1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorized Representatives specified in the SC.

**1.7 Taxes and Duties**

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

**1.8 Leader of Joint Venture**

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

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

**2.1 Effectiveness of Contract**

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

**2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (04) weeks written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

**2.3 Commencement of Services**

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

**2.4 Expiration of Contract**

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

**2.5 Modification**

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


**2.6 Extension of Time for Completion**


If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

**2.7 Force Majeure**

**2.7.1 Definition**

  
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Health Sciences for Women Nawabshah  
Shaheed Benazir Abad.

  
**Executive Director**  
Allied Engineering Consultants (Pvt) Ltd.  
19-A, Hali Road, Gulberg-II, Lahore

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's

performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

#### **2.7.2 No Breach of Contract**

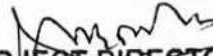
The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

#### **2.7.3 Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### **2.7.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

  
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#### **2.8 Suspension of Payments by the Client**

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not

exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination  
2.9.1 By the Client

  
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Shahed Benazir Abad.

  
Executive Director  
Allied Engineering Consultants (Pvt) Ltd.  
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The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

#### 2.9.2 By the Consultants

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

### 2.9.3 Cessation of Services

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

### 2.9.4 Payment upon Termination

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

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


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

### 2.9.5 Disputes about Events of Termination

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

3. **OBLIGATIONS OF CONSULTANTS**  
3.1 **General**

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Shaheed Benazir Abad.

  
Executive Director  
Allied Engineering Consultants (Pvt) Ltd.  
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The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The

Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or third parties.

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

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

**3.3 Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within (02) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

**3.4 Liability of the Consultants**

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People's University of Medical &  
Health Sciences for Women Nawabshah  
Shahed Benazir Abad

Executive Director *Salim Khan*  
Allied Engineering Consultants (Pvt) Ltd.  
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The Consultants are liable for the consequences of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (01) year from the stipulated date of completion of construction or after three (03) years from the date of final completion of the design whichever is earlier.

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

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first Para above and exceeding the limits set forth in second Para above provided the actual

cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth Para above shall be borne by the Client.

**3.5 Other Insurance to be Taken out by the Consultants**

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

**3.6 Consultants' Actions Requiring Client's Prior Approval**

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

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

- (c) any other action that may be specified in the SC.

*Shahmir Khan*  
Executive Director  
Allied Engineering Consultants (Pvt) Ltd.  
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**3.7 Reporting Obligations**

**PROJECT DIRECTOR**  
People's University of Medical &  
Health Sciences for Women Nawabshah  
Shaheed Benazir Abad.

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

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

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

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

**3.9 Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by

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

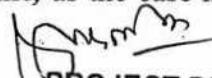
### 3.10 Accounting, Inspection and Auditing

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

## 4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.



Executive Director

*Mahine Arman*

### 4.2 Removal and / or Replacement of Personnel

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Peoples University of Medical & Health Sciences for Women Nawabshah  
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Shantree, Benazir Abad

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

## 5. OBLIGATIONS OF THE CLIENT



**5.1 Assistance, Coordination and Approvals**

**5.1.1 Assistance**

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Consultants, Sub-consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) Assist to obtain the existing data pertaining or relevant to the carrying out of the Services, available with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) Assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) Provide to the Consultants, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

**5.1.2 Co-ordination**

The Client shall:

- (a) Coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.

  
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People's University of Medical &  
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- (b) Coordinate with any other consultants employed by the Client.

**5.1.3 Approvals**

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

**5.2 Access to Land**

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

**5.3 Changes in the Applicable Law**

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

**5.4 Services and Facilities**

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

**5.5 Payments**

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

**6. PAYMENTS TO THE CONSULTANTS**

**6.1 Lump Sum Remuneration**

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Shahheed Benazir Abad.

*Shahzade Khan*  
Executive Director  
Allied Engineering Consultants (Pvt) Ltd.  
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The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6

**6.2 Contract Price**

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

**6.3 Terms and Conditions of Payment**

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

**6.4 Period of Payment**


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

**6.5 Delayed Payments**

If the Client has delayed payments, without assigning any reasonable charges of shortfalls on the part of consultants or otherwise, beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the Special Condition (SC).

**6.6 Additional Services**

Additional Services means

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

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

**6.7 Consultants' Entitlement to Suspend Services**

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

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

**7. SETTLEMENT OF DISPUTES**

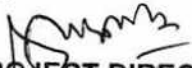
**7.1 Amicable Settlement**

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

**7.2 Dispute Settlement**

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

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

  
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Sheed Benazir Abad.

  
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**8. INTEGRITY PACT**

**8.1** If the Consultant or any of his Sub Consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- i. recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub Consultant, agents or servants;
- ii. terminate the Contract; and
- iii. recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub Consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.



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The time period shall be one hundred and twenty (120) days or such other period as the parties may agree in writing.

### 2.3 Commencement of Services

The Consultants shall commence the Services within Fourteen (14) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

### 2.4 Expiration of Contract

The period of completion of Services for Planning and Design Phase shall be of a duration of (4) months with effect from the date of signing of the Contract Agreement. The period of completion of services for Construction Phase shall be 36 Months with effect from the date of award of work to the contractor.

"Completion of Services" means completion of **Planning & Design Phase** i.e. Project Management, Topographic Survey, Geotechnical Investigations, Concept Design Development, preparation of detailed architectural and structural design, cost estimates, PC-I's tender documents and **Construction Supervision Phase** i.e. quality assurance for the project. The detailed Terms of Reference (TOR) in Appendix A.

### 3.5 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:

- i) Issuing Variations Orders in respect of:
  - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
  - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
  - any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
  - Adverse Physical Conditions and Artificial Obstructions
  - Suspension of Works
  - Bonus and Liquidated Damages
  - Certificate of Completion of Works
  - Defects Liability Certificate
  - Forfeiture
  - Special Risks
  - Frustration

  
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- vi) Final Measurement Statement
- vii) Release of Retention Money
- viii) Any change in the ratios of various currencies of payment.

**3.7 Documents Prepared by the Consultants to be the Property of the Client**

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

**5.1.1 Assistance**

- a) The Client shall make available within Fourteen (14) days from the Commencement Date, the documents namely DESIGN AND CONSTRUCTION SUPERVISION OF ESTABLISHMENT OF COLLEGE OF NURSING & STRENGTHENING OF COMMUNITY MEDICINE DEPARTMENT AT NEW SITE OF PUMHSW and all relevant existing data, information, studies and reports available with Client and other inputs to assist the Consultant in obtaining permits needed to satisfactory carry out the services.

The list if warranted shall be supplemented subsequently.

- b) Other assistance and exemptions to be provided by the Client are unhindered access to project sites, any projects related information available with concerned government departments, seismic studies and maps of the project area.

**5.1.2 Coordination**

The Client shall assist the Consultant in facilitating coordination / consultation with all concerned organizations:-

- 1. Relevant Development Authority
- 2. WAPDA
- 3. SNGPL
- 4. PTCL etc.
- 5. Any other agency.

  
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**5.1.3 Approvals**

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

**6.1 Contract Price**

**PLANNING & DESIGNING SERVICES**

**0.2% (Zero Point Two Percent) of the total cost of project**

## SPECIAL CONDITIONS OF CONTRACT

- 1.1 Definitions
- 1.6 Authorized Representatives
- 1.7 Taxes and Duties
- 1.8 Leader of Joint Venture
- 2.1 Effectiveness of Contract
- 2.2 Termination of Contract for Failure to Become Effective
- 2.3 Commencement of Services
- 2.4 Expiration of Contract
- 3.5 Consultants' Actions Requiring Client's Prior Approval
- 3.7 Documents Prepared by the Consultants to be the Property of the Client
- 5.1.1 Assistance
- 5.1.2 Coordination
- 5.1.3 Approvals
- 6.1 Percentage Remuneration
- 6.2 Terms and Conditions of Payment
- 6.3 Period of Payment
- 6.4 Delayed Payment
- 7.2 Dispute Settlement

  
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1.1 Definitions

- (p) "Project" means **DESIGN AND CONSTRUCTION SUPERVISION OF ESTABLISHMENT OF COLLEGE OF NURSING & STRENGTHENING OF COMMUNITY MEDICINE DEPARTMENT AT NEW SITE OF PUMHSW**

1.6 Authorized Representatives

The Authorized Representatives are the following:

**For the Client:**                   **The Project Director,  
Peoples University of Medical & Health Sciences for  
Women, Shaheed Benazirabad**  
Telephone:   0244-9370260, 0244-9370249  
Fax:           0244-9370263  
Email:

**For the Consultant:**       **Mrs. Shahine Khan  
Executive Director  
Allied Engineering Consultant (Pvt.) Ltd  
AEC House, 19-A, Hali Road, Gulberg II  
Lahore.**  
  
Telephone:   0423-5756752, 0423-5758433  
Fax:           0423-5875105  
Email:        [alliedec@gmail.com](mailto:alliedec@gmail.com)

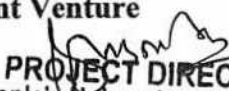
1.7 Taxes and Duties

The Sindh Board of Revenue Sales Tax on Services (an add on tax) is to be paid by the Client. The Federal Board of Revenue (FBR) income tax is to be paid by the Consultant.

Any new duties imposed or any increase in the above Taxes either levied by Federal Board of Revenue (FBR) or Sindh Board of Revenue (SBR) after signing of the Agreement shall be payable by the Client.

1.8 Leader of the Joint Venture

Not Applicable

  
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Benazir Abad.

  
**Executive Director**  
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2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties and the amount of advance payment due upon signing of the Contract is received by the Consultants.

2.2 Termination of Contract for Failure to Become Effective

**CONSTRUCTION SUPERVISION SERVICES**

**1.4% (One Point Four Percent) of the total cost of project )**

**6.1.2** The contract price for consultancy services, for the purpose of the agreement is 1.6% of final total project cost. The breakdown of total consultancy fee is as specified in Appendix-E to the Contract. The actual contract price shall be determined on the basis of final total project cost.

**6.2 Terms and Conditions of Payment**

**6.2.1 General:**

In consideration of the services rendered by the Consultant, the Client shall pay and / or reimburse (as the case may be) to the Consultant the amounts(s) specified as set forth herein.

**6.2.2 Mode of Payment:**

The Client shall pay the Consultant the amounts claimed through invoices submitted by them in the manner and at the time set forth below. The payment shall be made as per mode of payment reflected in Appendix-E to the Contract.

**6.3 Period of Payment**

- a) The time period for advance payment shall be twenty eighty (28) days after signing of Contract Agreement by both the Parties.
- b) All other payments shall be made to the Consultant within twenty-eight (28) days of submission of invoice.


**6.4 Delayed Payment**

Financing charges are as under:-

(ii) for local currency = Eight percent (8%) per annum

**7.2 Dispute Settlement**

Venue of arbitration shall be Karachi and the courts located only in Karachi shall have jurisdiction in the matter.

  
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Stratheed Benazir Abad.

  
**Executive Director**  
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## APPENDICES TO CONTRACT

Appendix A - Description of the Services

Appendix B – Reporting Requirements

Appendix C - Key Personnel

Appendix D - Break down of Contract Price in Foreign Currency

Appendix E - Break down of Contract Price in Local Currency

Appendix F – Services and Facilities to be provided by the Client

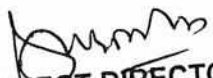
Appendix G - Integrity Pact

  
**PROJECT DIRECTOR**  
People's University of Medical &  
Health Sciences for Women Nawabshah  
Sector 10, Benazir Abad.

  
**Executive Director**  
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**APPENDIX - A**

**SCOPE / TERMS OF REFERENCE (T.O.R)**

  
**PROJECT DIRECTOR**  
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Shaheed Benazir Abad.

  
**Executive Director**  
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**APPENDIX - B**

**REPORTING REQUIREMENTS**

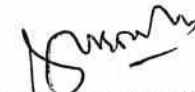
**Concept Design:**

- Concept Design Report
- Concept Design Drawings
- Power Point Presentation

**Schematic Design:**

Deliverables:

- Schematic Design Report
- Concept Design Drawings
- Preliminary Cost Estimates
- Power Point Presentation



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**Design Development:**

Deliverables:

- Design Development Report
- Design Development Drawings
- Structural Design Calculations
- Detailed BOQ & Cost Estimates
- Detailed Specifications
- Conditions of Contract

  
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**Tender Drawings:**

Deliverables:

- Tender Sets of Architectural & Engineering Drawings
- Detailed Specifications
- Conditions of Contract

**Construction Drawings:**

Deliverables:

- Construction Sets of Architectural & Engineering Drawings

**Construction Phase:**

Deliverables:

- Monthly Construction Progress Report and all other quarterly progress and review reports as requirement of Client

**As built Drawings**

**Completion Report**

**APPENDIX - C**

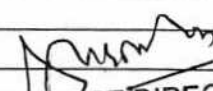
**DETAILS OF KEY STAFF**

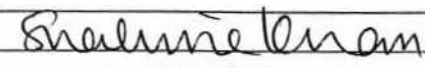
**A) PROPOSED PROJECT STAFF FOR DESIGN PHASE**

S. No.	Name	Title on Project Team
1.	Mr. Fazal-e-Malik Adil	Team Leader / Senior Structural Engineer
2.	Mr. Khurram Shahzad	Structural Engineer
3.	Mr. Murtaza Kamran Saeed Qureshi	Highway Design Engineer
4.	Mr. Wasif Ali	Environmental Engineer
5.	Mr. Qasim Mahmood	Geotechnical Engineer
6.	Mr. Jahanzaib Khan	Material Engineer
7.	Mr. Waheed Khan	Drainage Engineer
8.	Mr. Tariq Bhatti	Contract Engineer
9.	Mr. Nasir Khursheed	Survey Engineer
10.	Mr. Javed Ahmed Khan	Quantity Surveyor
11.	Mr. Munim Rao	Quantity Surveyor
12.	Mr. Muzamil Javed	CAD Operator
13.	Mr. Inam-ul-Haq	Computer Operator


**B) PROPOSED PROJECT STAFF (DETAILED SUPERVISION STAGE):**

S. No.	Designation
1.	Resident Engineer
2.	Assistant Resident Engineer
3.	Quantity Surveyor
4.	Material Engineer
5.	Material Engineer
6.	Site Inspector
7.	Site Inspector
8.	Laboratory Technicians/ Material Inspector
9.	Laboratory Technicians/ Material Inspector
10.	Laboratory Helpers
11.	Laboratory Helpers
12.	Surveyor
13.	Surveyor Helpers
14.	Surveyor Helpers
15.	Record Keeper
16.	Computer Operator
17.	Office Boy
<b>Defect Liability Period</b>	
1.	Resident Engineer
2.	Quantity Surveyor
3.	Computer Operator
4.	Office Boy

  
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The construction supervision staff shall be deployed as and when required depending upon the magnitude of the under construction project, its cost and project needs.

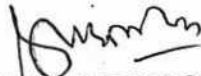
  
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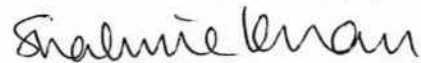
APPENDIX - D

BREAK DOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

(NOT APPLICABLE)



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**APPENDIX - E****BREAK DOWN OF CONTRACT PRICE IN LOCAL CURRENCY****MODE OF PAYMENT:****I. For Planning & Design Stage**

Payments shall be made according to the following schedule:-

S.No.	Item	Cost	Price
1.	Architectural Design	% age	0.04%
2.	Structural Design	% age	0.04%
3.	MEP Design	% age	0.04%
4.	Infrastructure Design	% age	0.04%
5.	Site Development Works	% age	0.04%
		<b>Total</b>	<b>0.20%</b>
	<b>Supervision Charges</b>	<b>%age</b>	<b>1.40%</b>

**II. For Construction Supervision**

- a) 1.4% of the total completion cost of project and its payment will be made as per the work done amount of IPCs of contractor of concerned work. Pro-rata fee shall be payable for enhanced period of construction.
- b) The construction supervision staff shall be deployed as and when required depending upon the magnitude of the under construction project, its cost and project needs.
- c) All payments indicated in the Appendix-E are based on the initial estimated cost. The actual contract price shall be determined on the basis of final total project cost.

*Shahine Khan*

  
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Shahedd Benazir Abad.

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**APPENDIX -F**

**SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT**

- 1) Project Requirements shall be provided by the Client
- 2) Free and unhindered access to site work shall be provided by the Client
- 3) Furnished Office shall be provided by the Contractor
- 4) On behalf of the Client, the Contractor shall provide transport facilities for Consultants Resident Engineer and AEC Staff as per Tender Document page 70 Sp-11 Clause 15.2 for Supervision of the following projects:-

a) **Construction of Academic Block of College of Nursing and Community Medicine Department** Brand new, 2015 model, 125cc Motor cycle with POL and maintenance for full project duration not less than 15 months and after the completion of work it will be the property of the Client.

b) **Construction of Nurses Hostel** Brand new, 2016 model, 1000cc Suzuki Swift car with POL and maintenance for full project duration not less than 36 months and after the completion of work it will be the property of the Client.

**Note:** Facilities at a, & b above shall only be available as and when the contracts for the projects are awarded to the respective Contractors

*Rahine Khan*

  
**PROJECT DIRECTOR**  
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**APPENDIX - G**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title **DESIGN AND CONSTRUCTION SUPERVISION OF  
ESTABLISHMENT OF COLLEGE OF NURSING & STRENGTHENING  
OF COMMUNITY MEDICINE DEPARTMENT AT NEW SITE OF  
PUMHSW**

..... [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Consultant

Client

Signature: *Sherine Khan*

*[Signature]*  
**PROJECT DIRECTOR**  
Peoples University of Medical &  
Health Sciences for Women, Nawabshah  
Stranded Benazir Abad.

**Executive Director**

**Allied Engineering Consultants (Pvt) Ltd.**