

Shikarpur Campus
Shah Abdul Latif University

Pursuit of Academic Excellence



Date: 13th August, 2018

Ref: PD/SC/SALU/63

TO,

THE MANAGING DIRECTOR,
SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY,
GOVERNMENT OF SINDH,
KARACHI.

SUBJECT: SUBMISSION OF DOCUMENTS FOR THE SCHEME "ESTABLISHMENT OF SHIKARPUR CAMPUS OF SHAH ABDUL LATIF UNIVERSITY ADP# 584/2017-18.

This is with reference to the above mentioned subject work. I have the honor to submit the following documents of the scheme "Establishment of Shikarpur Campus of Shah Abdul Latif University" for your record and further process.

1. Copy of Letter of Acceptance
2. Copy of Work Order
3. Copy of Contract Agreement

A copy is forwarded for information to:-

1. The Director, Shikarpur University Campus
2. The Secretary to Vice-Chancellor, Shah Abdul Latif University, Khairpur
3. The Secretary (Universities & Boards)
4. All Committee members

13/08/2018
(ENGR. AMEER AHMED BHATTI)

Project Director (Works)

Shikarpur University Campus-SALU

(ENGR. AMEER AHMED BHATTI)

Project Director (Works)

Shikarpur University Campus-SALU

SPRA INWARD DIARY

NO: 0155

DATED: 13-08-2018



Date: 06th July, 2018

Ref: PD/SC/SALU/56

To,

M/S. ATIF NAZAR (PVT.) LTD.
PROJECT MANAGERS, PLANNERS,
ARCHITECTS & CONSULTING ENGINEERS
D-11/A, BLOCK-17, GULSHAN-E-IQBAL,
KARACHI-PAKISTAN.

SUBJECT: OFFER FOR CONSULTANCY SERVICES OF THE SCHEME "ESTABLISHMENT OF SHIKARPUR CAMPUS OF SHAH ABDUL LATIF UNIVERSITY ADP# 584/2017-18."

This is to inform you that your bid against letter reference No. ANPL/KHI/PQ/FP/SALU/SKP/292-18 dated 14th May, 2018 has been accepted for the Consultancy Services under the Scheme "Establishment of Shikarpur Campus of Shah Abdul Latif University ADP# 584/2017-18".

You are therefore, advice to submit your written willingness/acceptance letter and arrange 3% performance security to enter into contract agreement with department for further necessary action as required under Sindh Public Procurement Regulatory Authority (SPPRA) Rules 2010.

10006/07/2018
(ENGR. AMEER AHMED BHATTI)
Project Director (Works)
Shikarpur University Campus-SALU

A copy is forwarded for information to:-

1. The Director, Shikarpur University Campus
2. The Secretary to Vice-Chancellor, Shah Abdul Latif University, Khairpur
3. Project Manager, Shikarpur University Campus

(ENGR. AMEER AHMED BHATTI)
Project Director (Works)
Shikarpur University Campus-SALU



Date: 7th August, 2018
Ref: PD/SC/SALU/59

To,

M/S. ATIF NAZAR (PVT.) LTD.
PROJECT MANAGERS, PLANNERS,
ARCHITECTS & CONSULTING ENGINEERS
D-11/A, BLOCK-17, GULSHAN-E-IQBAL,
KARACHI-PAKISTAN

SUBJECT: LETTER OF AWARD FOR CONSULTANCY SERVICES OF THE SCHEME "ESTABLISHMENT OF SHIKARPUR CAMPUS OF SHAH ABDUL LATIF UNIVERISTY ADP# 584/2017-18

This is with reference to your acceptance letter No. ANPL/KHI/SALU/SKP/506-18 dated 13th July, 2018. We are pleased to inform you that your offered bid cost for an amount Rs. 20,015,000 (Rupees Twenty Million Fifteen Thousand Only) for Consultancy services of the above subject work was approved by the competent authority for the period of Consultancy service is for 03 Years commencing from 17-08-2018 up to 16-08-2021 as per agreement and RFP.

You are therefore requested to sign the contract agreement within 07 days after issuance of this letter.

17/08/2018
(ENGR. AMEER AHMED BHATTI)
Project Director (Works)
Shikarpur University Campus-SALU

A copy is forwarded for information to:-

1. The Director, Shikarpur University Campus
2. The Secretary to Vice-Chancellor, Shah Abdul Latif University, Khairpur
3. Project Manager, Shikarpur University Campus
4. Office Copy

(ENGR. AMEER AHMED BHATTI)
Project Director (Works)
Shikarpur University Campus-SALU

CONTRACT AGREEMENT

FOR

**ESTABLISHMET OF SHIKAPRUR UNIVERSITY CAMPUS
OF SHAH ABDUL LATIF UNIVERSITY**

BETWEEN

CLIENT

**PROJECT DIRECTOR (WORKS)
SHIKARPUR CAMPUS OF SHAH ABDUL LATIF UNIVERSITY
&**

CONSULTANT

M/S. ATIF NAZAR (PVT.) LTD.

AUGUST-2018

**PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS**

1/1/17 - 7

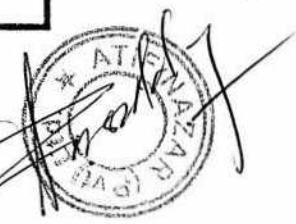
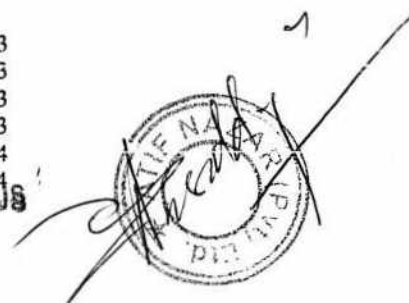
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PRWELT DIRECTOR
SHIKARPUR CAMPUS



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PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS



FORM OF CONTRACT

THIS CONTRACT ("Contract") is entered into this 13-08-2018, by and between **Project Director (Works) Shikarpur Campus of Shah Abdul Latif University** ("the PA") having its principal place of business at **Shikarpur Sindh** and **M/s. Atif Nazar (Pvt.) Ltd.** ("the Consultant") having its principal office located at **D-11/A, Block-17, Gulshan-e-Iqbal, Karachi, Pakistan.**

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services, NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services:

- i. The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services", which is made an integral part of this Contract ("the Services").
- ii. The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

**PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS**



9/8/2018

SS

Rs:- 63000/-

Rs:- 7060/-

2. Term

The Consultant shall perform the Services during the period commencing _____ and continuing through _____ or any other period as may be subsequently agreed by the parties in writing till completion of project.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount Rs. 20,015,000/-

For the services mentioned in Annexure-A

B. Payment Conditions

Payment shall be made in Pak Rupees not later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Economic Price Adjustment

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 12 months or if the inflation is expected to exceed ___% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision:

"Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:

$$R^t = R^{t^0} \times \frac{I^t}{I^{t^0}}$$

where R^t is the adjusted remuneration, R^{t^0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I^t is the official rate of inflation for the first month for which the adjustment is to have effect and, I^{t^0} is the official rate of inflation for the month of the date of the Contract."

5. Project Administration

A. Coordination

The PA designates Executive Engineer, Education Works Division, District Badin, as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

B. Timesheets

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator. (Staffing Schedule attached in Annexure B)

C. Records and Accounts

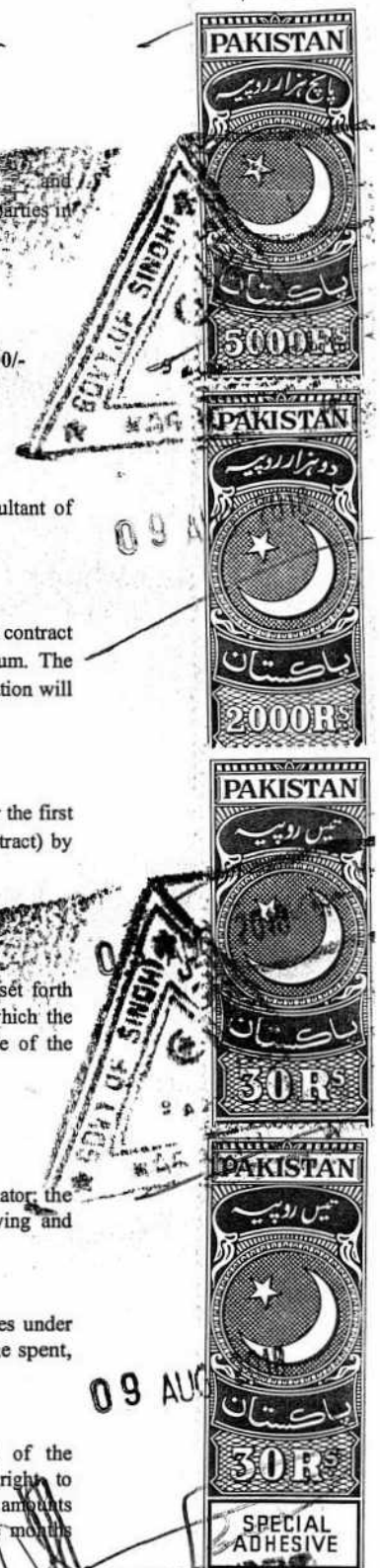
The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional judgment, competence and integrity. The Consultant shall promptly replace any employees assigned under the Contract that the PA considers unsatisfactory.

7. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.



OFFICE SUPERINTENDENT
Office, City Court
Karachi - 75

09 AUG 2018

PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS



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8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and Software.

9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

10. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.

11. Assignment

The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.

12. Law Governing Contract and Language

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

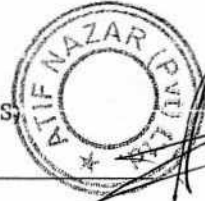
13. Dispute Resolution

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940 and as per guidelines given by Pakistan Engineering Council.

For and on behalf of

Witness: 1
Signatures [Signature]
Name Faizhan Melwood
Title Manager Administration
M/s Atif Nazar (Pvt.) Ltd

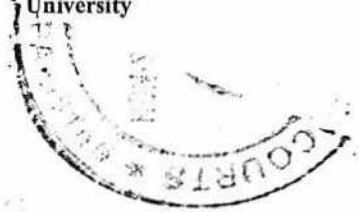
(CONSULTANTS)
Signatures [Signature]
Name Mr. Nazar Siddiqi
Title Chief Executive Officer
M/s Atif Nazar (Pvt.) Ltd
(Seal)



For and on behalf of

Witness: 2
Signatures [Signature]
Name ABDUL RASHEED
Title OFFICER ADMIN

PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS
(CLIENT)
Signatures [Signature]
Name Project Director (Works)
Title Shikarpur Campus of Shah Abdul Latif University



2011
17/8/2018

63000/-

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

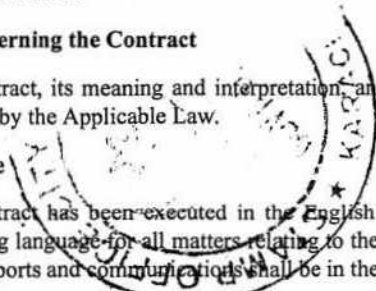
- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, 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 Sindh;
- (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) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 Law Governing the Contract

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.



Stamp Office, City Court,
Karachi.
13-9-18
13 AUG 2018

PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS



[Handwritten signature]

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 Representative 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

Unless specified in the SC, the Consultants, Sub consultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

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 SC, to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

1.9 Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Client and the Consultants. The Consultants, subject to this Contract, have complete charge of Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.10 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

PROJECT DIRECTOR (Works)
SHIKARPOUR CAMPUS
17/11



A handwritten signature in black ink is written over a circular stamp. The stamp contains the text "ATIF NAZARI" around the top inner edge and "PUNJAB" around the bottom inner edge. There is also a small star symbol and some other illegible text within the stamp.



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**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") on the day of signing of contract 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 twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party 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 mutually agreed and signed by both the Parties.

2.6 Extension of Time for Completion

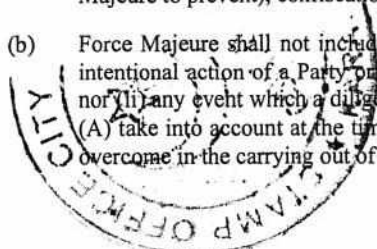
If the scope or duration of the Services is increased:

- (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

- (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.



**PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS**



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- (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.

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

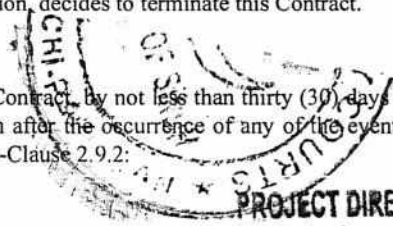
2.9.1 By the Client

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 8 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.

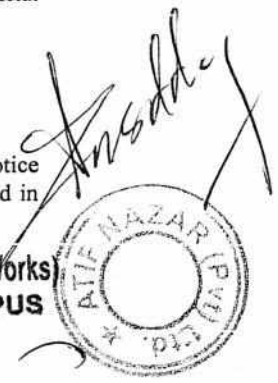
2.9.2 By the Consultants

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:



PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS

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- (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 8 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 8 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.

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 paragraphs (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 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

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3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

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.

3.1.2 Law Governing Services

The Consultants shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub consultants, as well as the Personnel of the Consultants and any Sub consultants, comply with the Applicable Law.

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 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

The Consultants are liable for the consequence 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.

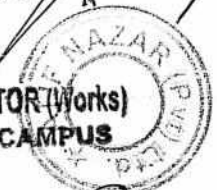
If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants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

The liability of the Consultants expires after six (6) month from the stipulated date of completion of construction or after one (1) 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.

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3.5 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.

3.6 Reporting Obligations

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.

3.7 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.

3.8 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 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 of used equipment & material for which it being used by consultant during duration of construction period.

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 General

The Consultants shall employ and provide such qualified and experienced Personnel and Sub consultants as are required to carry out the Services.

4.2 Description of Personnel

- (a) The title, activities of job description and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.
- (b) Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth in Appendix C may be made by the Consultants in accordance with the actual requirements of the Contract to ensure efficient performance of the Services, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Sub-Clause 6.1(a) of this Contract.



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4.3 Approval of Personnel

The Key Personnel and Sub consultants listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Leave, Overtime, etc.

Working Hours for Key Personnel are set forth in Appendix-C hereto.

Except for the staff covered under reimbursable direct costs expenditure, the Consultants' remuneration given in Appendix D and Appendix E shall be deemed to cover paid casual leave, sick leave and earned leave. The Client will reimburse overtime payments to eligible Personnel provided by the Consultants, in respect of support staff and work charged staff. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Such leave taking of the Authorised Representative of the Consultants at site, if any, shall be preceded by the Client informed in writing.

4.5 Removal and/or Replacement of Personnel

- (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 has committed serious misconduct or has 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 therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

4.6 Resident Engineer

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services, a Resident Engineer acceptable to the Client, shall take charge of the performance of such Services

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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 relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Consultants upon completion of the Services under this Contact;
- (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) provide to the Consultants, Sub consultants, and Personnel any such other assistance and exemptions as may be specified in the SC;
- (e) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

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.
- (b) coordinate with any other consultants employed by him.

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

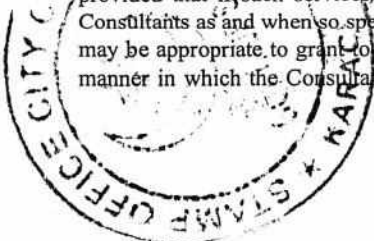
The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

5.3 Change 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 6.1 (a). Rate in the Appendix-E shall be revised in case of revision in salary made in an organization due to statutory Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

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



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from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Sub-Clause 6.1(b) 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.

5.6 Counterpart Personnel

- (a) If so provided in Appendix-F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.
- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix-F, the Client and the Consultants shall agree on; (i) how the affected part of the Services shall be carried out; and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1(c) hereof.

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates, Ceiling Amount

- (a) An estimate of the cost of Services payable in foreign and local currencies is set forth in Appendices D and E respectively. Except as may be otherwise agreed under Sub-Clause 2.5 and subject to Sub-Clause 6.1 (b), payments under this Contract shall not exceed the ceilings in foreign currency in Appendix D and in local currency in Appendix E, excluding adjustments made under Sub-Clause 6.2(a) of the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
- (b) Notwithstanding Sub-Clause 6.1(a) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 6.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to remuneration not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, and the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(a) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.
- (c) Notwithstanding Sub-Clause 6.1(b) hereof, if pursuant to any of the Sub-Clauses 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultants in order to cover any necessary additional expenditures relating to reimbursable direct cost not envisaged in the cost estimates referred to in Sub-Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Sub-Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Remuneration and Reimbursable Direct Costs (Non-salary Costs)

- (a) Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Sub-Clause 6.2(c). Remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Sub-Clause SC 2.3 (including time for necessary travel via the

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most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.

- (c) Reimbursable direct costs (non-salary costs) actually and reasonably incurred by the Consultants in the performance of the Services. The reimbursable direct costs expenditure shall be for the items specified in the SC.

6.3 Currency of Payment

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in Appendix D, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment

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

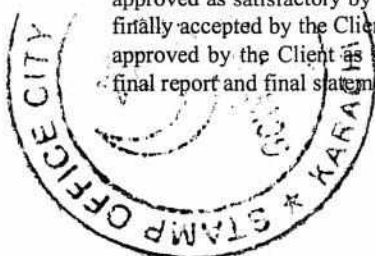
- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:
 - (i) Not later than thirty (30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.
 - (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

Any bank interest accruing in a revolving fund shall be credited by the Consultants to the Client.

- (b) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Sub-Clauses 6.3 and 6.4 for such month. Separate monthly statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable direct costs expenditure.

In case of a joint venture, separate monthly statements shall be submitted in respect of amounts payable to each Member of the joint venture of the Consultants.

- (c) The Client shall cause the payment of the Consultants' monthly statements within twenty-eight (28) days for amounts in local currency and within fifty six (56) days for amounts in foreign currency after the receipt by the Client of such statements with supporting documents. Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client, after seeking clarification from the Consultants, may add or subtract the difference from any subsequent payments.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)



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days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted alongwith the final report and statement of the Consultants by the Client.

- (e) All payments under this Contract shall be made to the bank account of the Consultants to be notified later.

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (c) of Sub-Clause 6.4, interest charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

6.6 Additional Services

Additional Services means:

- (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, the Consultants, with the prior written authorization of the Client, shall carry out such Additional Services on the basis of the billing rates set out in the Contract. In case for any reasons these rates and prices are determined by both the Parties to be not applicable for said Additional Services, then suitable billing rates and the additional time, shall be agreed upon between the Client and the Consultants.

6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice within twenty-eight (28) days after the expiry of the time stated in paragraph (c) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than twenty-eight (28) 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. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree



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action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Sub-Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 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.

8.2 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 Rules made thereunder 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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9. INTEGRITY PACT

9.1 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:

- (a) recover from the Consultant or his employ (whoever is defaulter) 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;
- (b) terminate the Contract; and
- (c) recover from the Consultant or his employ (whoever is defaulter) 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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Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1}	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
1.3	The language is English.
1.4	The addresses are: Procuring Agency: Shikarpur University Campus of Shah Abdul Latif University Attention: Project Director (Works) Shikarpur University Campus Telephone: 0726-920371 Facsimile: 0726-512054 E-mail: pd-sh-salu@outlook.com Consultant: M/s. Atif Nazar (Pvt.) Ltd. Attention: Mr. Nazar Siddiqi-Chief Executive Facsimile: 021-34982561/021-34820497 E-mail: mail@atifnazar.com



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{1.6} {The Member in Charge is [insert name of member]}

Note: If the Consultant consists of a joint venture/consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.6 should be deleted from the SC.

1.7 The Authorized Representatives are:

For the PA:

Attention: **Project Director (Works)**
Shikarpur University Campus
Shah Abdul Latif University

Telephone: **0726-920371**

Facsimile: **0726-512054**

E-mail: **pd-sh-salu@outlook.com**

For the Consultant: **Mr. Wasif Nazar Siddiqui**

1.8 *PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.*

The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply.

The PA warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) Any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) Any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

- (1) The Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs, duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.

Wasif Siddiqui



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country.

- 2.2 The date for the commencement of Services is May 2018.
- 2.3 The project time is for 36 Months (3 Months for Design + 33 Months for Supervision) subject to the Government Approvals and availability of funds.
- a). Third Party liability insurance, with a maximum coverage of Rs. 50,000/-
 - b). Professional liability insurance, with a maximum coverage of Rs. 100,000/-
 - c). employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
 - d). insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.
- {3.7 (b)} Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.
- {5.1} Not Applicable
- 6.1 Bid security shall be 2% of bid amount.
Performance security shall be 3% of contract amount
- 6.3 All the bids to be submitted in Pak Rupees. The invoices will be paid in Pak Rupees. Payment to the consultants in supervision phase shall be paid on monthly basis that is total professional charges of supervision phase to be divided into equal monthly installments.
- 8.2 Disputes shall be settled by complaint redressal committee define in SPPR-2010 or through arbitration Act of 1940 in accordance with the provisions of Pakistan Engineering Council & laws of Pakistan.

PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS

MM



APPENDICES

Asif



PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS

MS



Appendix-A

(DESCRIPTION OF THE SERVICES)

**PROJECT NAME: ESTABLISHMENT OF SHIKARPUR UNIVERSITY CAMPUS OF SHAH
ABDUL LATIF UNIVERSITY**

Following are the services that will be provided:

- Soil Testing
- Topographic Survey
- Master Planning
- Architectural Design/Drawings
- Structural Design/Drawings
- MEP Design/Drawings
- Preparation/Evaluation of tender documents
- Preparation of Revised PC-1 if required
- Detailed Supervision of Works

**PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS**




Appendix B

(REPORTING REQUIREMENTS)

1. Submission of Master Plan, Preliminary, Architecture Design/Drawings. (3 Sets)
2. Detailed Architectural Design/Drawings with 3D views. (3 Sets)
3. Detailed Structure Design/Drawings (3 Sets)
4. Detailed Mechanical, Electrical and Plumbing Design/Drawings (3 Sets)
5. Detailed Allied Works Design/Drawings (3 Sets)
6. Submission of Engineering Estimates and Tender/Bidding Document (3 Sets)
7. Working Drawings (3 Sets)
8. Monthly progress reports during Construction Supervision of the work through contractor (3 Sets)

Ansari



PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS

MM

Appendix C

(KEY PERSONNEL AND SUBCONSULTANTS)

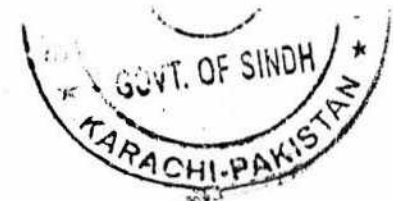
STAFFING SCHEDULE (DESIGN TEAM)

REQUEST FOR PROPOSAL FOR HIRING OF CONSULTANCY FIRM
"ESTABLISHMENT OF SHIKARPUR UNIVERSITY CAMPUS OF SHAH ABDUL
LATIF UNIVERSITY"

S. No.	Name of Staff		Staff Input (03 Months)							Total Staff			Remarks
			1	2	3	4	5	6	N	Home	Field	Total	
1	Engr. Atif Nazar Team Leader	Home	■	■	■					3	0	3	
		Field								0	0	0	
2	Arch. Muhammad Fariduudin Ansari Lead Planner	Home	■	■	■					3	0	3	
		Field								0	0	0	
3	Arch. Mumtaz Jilani Lead Architect	Home	■	■	■					3	0	3	
		Field								0	0	0	
4	Engr. Muhammad Tanveer Ahsan Lead Structure Design Engineer	Home	■	■	■					3	0	3	
		Field								0	0	0	
5	Engr. Fayaz Shaikh Lead Electrical Engineer	Home	■	■	■					3	0	3	
		Field								0	0	0	
Subtotal									15	0	15		

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PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS



Appendix D

(BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY-PKR)

FORM FIN-2 SUMMARY OF COSTS

FINANCIAL PROPOSAL SUBMISSION FORM

Item	Cost	
	Professional Charges for the Scheme including all taxes	
Amount in PKR Total of Form-I (Phase-A)	Rs.	2,000,000.00
Amount in PKR Total of Form-II (Phase-B)	Rs.	7,125,000.00
Amount in PKR Total of Form-III (Phase-C)	Rs.	10,890,000.00
Grand Total	Rs.	20,015,000.00

FORM FIN-3 FINANCIAL PROPOSAL FORM-I (PHASE-A)

Item	Staff Duration Months	Staff Month Rate Including Overhead+Profit & All Taxes
Soil Investigation	Lump Sum	800,000.00
Detailed Topographic Survey	Lump Sum	1,200,000.00
TOTAL AMOUNT FOR FORM-I (PHASE-A)		2,000,000.00

PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS



FORM FIN-4 FINANCIAL PROPOSAL FORM-II (PHASE-B)

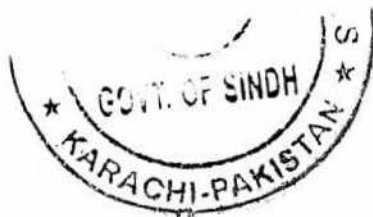
Professional Charges for the design of project as per the scope of work, terms and condition mentioned in request for proposal shall be as under	
Total of Financial Proposal Form-II (Phase-B)	1.25% of the total cost of project
Total of Financial Proposal Form-II (Phase-B)	1.25% of Rs. 570 Million PKR
Total of Financial Proposal Form-II (Phase-B)	Rs. 7,125,000/- PKR

FORM FIN-5. FINANCIAL PROPOSAL FORM-III (PHASE-C)

S. No.	Position	Staff-Duration (Months)	Staff-Month Rate	Staff Month Rate including Overhead+Profit+All Taxes (PKR)
1	Resident Engineer	33	125,000.00	4,125,000.00
2	Planning Engineer	33	25,000.00	825,000.00
3	Assistant Resident Engineer	33	45,000.00	1,485,000.00
4	MEP Engineer	33	25,000.00	825,000.00
5	Material Engineer	33	35,000.00	1,155,000.00
6	Site Inspector (Civil)	33	25,000.00	825,000.00
7	Site Inspector (Electrical)	33	25,000.00	825,000.00
8	Quantity Surveyor	33	25,000.00	825,000.00
			330,000.00	10,890,000.00

PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS

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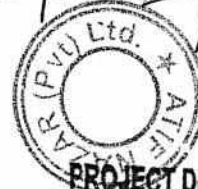


Appendix E

(BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY)

Not applicable

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**PROJECT DIRECTOR (Works)
SHIKARPUR CAMPUS**

[Handwritten number 1111]



Appendix F

**Services and Facilities to be provided by the Client
and
Counterpart Personnel to be Made Available
to the Consultants by the Client**

The Client shall make available the following Services and Facilities:

Client will provide proper furnished site office through contractor engaged for the project till completion of project. Also Client shall provide transportation facility through contractor.

**PROJECT DIRECTOR (Works)
BHIKARPUR CAMPUS**

MD

Atif Nazar



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: ESTABLISHMENT OF SHIKARPUR UNIVERSITY CAMPUS OF SHAH
ABDUL LATIF UNIVERSITY

..... M/s. Atif Nazar (Pvt.) Ltd 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, M/s. Atif Nazar (Pvt.) Ltd 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 GOS, except that which has been expressly declared pursuant hereto.

M/s. Atif Nazar (Pvt.) Ltd. 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 GOS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s. Atif Nazar (Pvt.) Ltd. 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 GOS under any law, contract or other instrument, be voidable at the option of GOS.

Notwithstanding any rights and remedies exercised by GoS in this regard, M/s. Atif Nazar (Pvt.) Ltd agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s. Atif Nazar (Pvt.) Ltd 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 GoS.

M.M.
Name of Buyer: Project Director (Works)
Shikarpur Campus of Shah Abdul Latif University
[Seal]



Name of Seller/Supplier: M/s. Atif Nazar (Pvt.) Ltd.
[Seal]

Signature: *[Handwritten Signature]*



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

- SHAH ABDUL LATIF UNIVERSITY KHAIRPUR
- 1) NAME OF THE ORGANIZATION / DEPTT. _____
- 2) PROVINCIAL / LOCAL GOVT./ OTHER _____ GOVERNMENT OF SINDH
- 3) TITLE OF CONTRACT _____ ESTABLISHMENT OF SHIKARPUR CAMPUS
- 4) TENDER NUMBER _____ Serial No. 37583 SPPRA ID No. 2147483647
- 5) BRIEF DESCRIPTION OF CONTRACT _____ Soil Testing, Topographic Survey, Detailed Design & Supervision
- 6) FORUM THAT APPROVED THE SCHEME _____ COMPETENT AUTHORITY
- 7) TENDER ESTIMATED VALUE _____ RS. 570 MILLION APPROX
- 8) ENGINEER'S ESTIMATE _____
(For civil works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) _____ 36 MONTHS
- 10) TENDER OPENED ON (DATE & TIME) _____ 15th May, 2018 at 10:30am Opening 11:00 am
- 11) NUMBER OF TENDER DOCUMENTS SOLD _____ 03 NOS.
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED _____ 01 NO.
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS _____ 01 NO.
- 14) BID EVALUATION REPORT _____ ATTACHED
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____ ATIF NAZAR (PVT.) LTD.
- 16) CONTRACT AWARD PRICE _____ RS. 20,015,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT _____
(i.e. 1st, 2nd, 3rd 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 _____ QCBS LOCAL
- 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"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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

Yes	Serial No. 37583 SPPRA ID No. 2147483647Published
No	

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

Yes	Express Tribune 28-04-18 Jang 28-04-18, Awami Awaz 28-04-18
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"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	-------------------------------------	----	--------------------------

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"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

38) SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes	
No	NO

Signature & Official Stamp of
Authorized Officer

PROJECT DIRECTOR (Works)
SHIKARPUR CAMELS

FOR OFFICE USE ONLY

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

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