#### Shah Abdul Latif University, Khairpur

Tel # +922439280061 Fax +922439280360 E.mail: womenuni.suk@gmail.com

No. Admn/SALU/Khpr/WU-Suk/

date the 04.05-2016

#### EXPRESSION OF INTEREST

Shah Abdul Latif University, Khairpur, Sindh intends to invite Expression of Interest from reputable consultants / consulting firms as defined in the Sindh Public Procurement Rules (SPPR) 2010 (amended 2013) for hiring consultant preparation of Master Plan, Architectural & Engineering design and Top Supervision for "Establishment of Women University at Sukkur".

- The consultants shall be required to submit a bid comprises as single stage-Two envelops. Each envelope shall contain separately the "Financial Proposal" and the "Technical Proposal";
- The Financial Proposals shall be opened those consultants / firms whose Technical proposal is considered and approved.
- The interested firms would be pre-qualified on the basis of their technical profile and evaluation of 3. the firms will be carried out who have the experience of similar works and also selection of consultants will be made on consultant's Qualification Selection Methods as per rules 72-(7) as per SPPRA 2010 (amended 2013).
- Expression of Interest containing complete details of the assignment is available at the office of Project Director, Women University, Sukkur. The documents can be obtained from the office of Project Director on payment of Rs.5,000/- in the shape of Pay Order / Demand Draft (Non-Refundable) in favour of Project Director, Women University, Sukkur, Sindh, personally or by mail on any working day except the day of submission of applications or can be downloaded from SPPRA website www.pprasindh.gov.pk from 12.05.2016 to 13.06.2016 and will be submitted on 16.06.2016 upto 12.00 noon and same will be opened on the same day at 12.30 pm in the committee room of Vice Chancellor, Shah Abdul Latif University Khairpur in presence of Consultant(s)/representatives of firm (s) whosoever will be present at that time.

The Procuring Agency reserve the right to reject any or all bids subject to relevant provision SRPA Rule-2010 (amended 2013) and may cancel the bidding process at any time prior to acceptance of a bid or proposal underRule-25 of the said rules.

> Dilawer Ali Mangi Protect Director Women University Sukkur

+923002103365



#### **NOTIFICATION**

In pursuance of Rule 67 of the Sindh Public Procurement Rules, 2010 a Consultant Selection Committee comprising of following Officers for selection of Consultant (s) for the scheme" I stablishment of Women University at Sukkur" is constituted as under:-

1.	Project Director, Women University Sukkur	Chairman
2.	Director, Planning & Development	Member
	Shah Abdul Latif University Khairpur	
۲.	Representative of Planning & Development Department	Member
	Government of Sindh	
4.	Representative of Finance Department	Member
	Government of Sindh	
.Š.	Project Director.	Member
	Sindh College of Arts and Design Sukkur	
n.	Advisor (P&D) / Focal Person (W.U Sukkur)	Member
	Shah Abdul Latif University Khairpur	
7.	Project Director (Works)	Member
	Shah Abdul Latif University Khairpur	

#### ToRs

• To perform according to Rule of SPPRA, 2010;

Perform any other function ancillary and incidental to the above.

By order of the competent authority

Registrar

	10.51	II Kh	pr WT	-Suk
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/15-16:

Khairpur, date the \_\_\_\_\_-05-2016

A copy is forwarded for information & necessary action to:

- 1. All Members of the Committee.
- 2. Additional Chief Secretary, P&D Department, Government of Sindh with a request to nominate representative.
- 3. Secretary to Government of Sindh, Finance Department, with a request to nominate representative.
- 4. Secretary to Vice Chancellor, Shah Abdul Latif University Khairpur
- 5. The P.S to Secretary, Universities and Boards, Chief Minister's Secretariat Karachi.

Registrar



#### Shah Abdul Latif University Khairpur

No.ADMN/ SALU/Khpr/WU-Suk/2058

date the 1 - 05 - 2016

#### **NOTIFICATION**

In pursuance of Rule 31 of the Sindh Public Procurement Rules, 2010 a Complaint Redressal Committee comprising of following Officers is constituted as under to resolve complaint's of aggrieved bidders /consultants/ consulting firm (s) under scheme "Establishment of Women University at Sukkur" is constituted as under:-

1. Pro-Vice Chancellor,

Chairman

Shah Abdul Latif University Khairpur

2. Representative of Accountant General Sindh Shah Abdul Latif University Khairpur Member

3. Project Director, Women University Sukkur

Member/Secretary

#### To Rs

• To perform according to rule of SPPRA, 2010;

• Perform any other function ancillary and incidental to the above.

By order of the competent authority

Registrar

NOADMN SALU/Khpr/WU-Suk/

Khairpur, date the \_\_\_\_-05-2016

A copy is forwarded for information & necessary action to:

- L. Accountant General Sindh, Karachi.
- 2. All Members of the Committee.
- 3. Secretary to Vice Chancellor, Shah Abdul Latif University Khairpur
- 4. The P.S to Secretary, Universities and Boards, Chief Minister's Secretariat Karachi.

Registrar

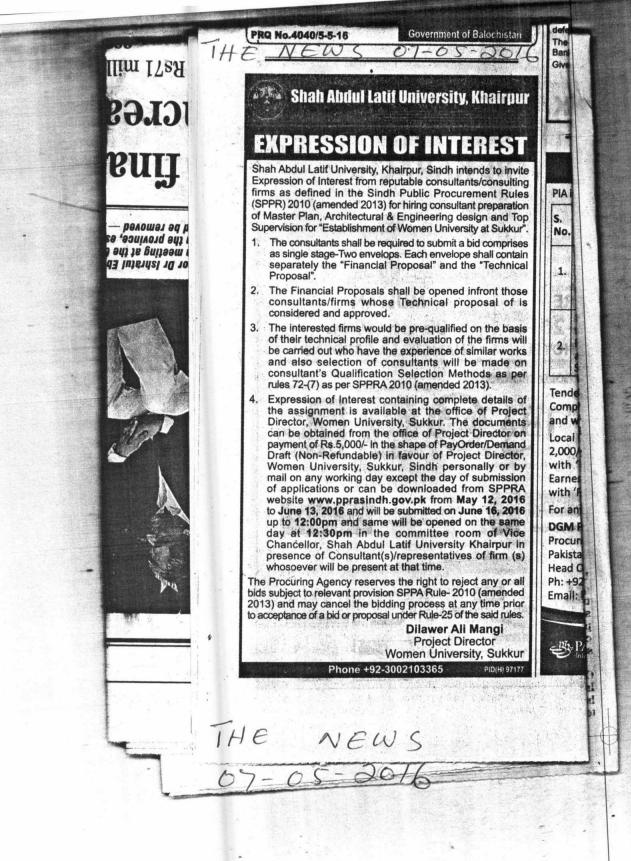


# "Establishment of Women University at Sukkur" A project of SHAH ARDIII TATIF HNIVERSITY KHAIBBIIB

## SHAH ABDUL LATIF UNIVERSITY, KHAIRPUR ANNUAL PROCUREMENT PLAN (Works, Goods and Services) (2016-2017)

			10.00			
						S#
pathwalkways, Furniture & Fixtures, HVAC Work, Installation of IT Equipment's, Construction, Quality Assurance & Supervision of the project "Establishment of Women University at Sukkur".	Hiring of well reputed Consultants / Consulting Firms registered with Pakistan Engineering Council (PEC) for carrying out Material Master planning, Civil Work (Planning, Drawing, Designing, Estimation, Preparation of BOQ/ Specification etc.), Electrical Work (External & Internal), Plumbing Work, Drainage/Sewerage/Water system, Landscaping and external development work, Interior decoration and design, Communication system, Roads and					S#   Description of Procurement
				applicable	where	Quantity
			applicable	where	unit cost	Estimated
					total cost	Estimated
	39.529 Million				Allocated	Funds
	ADP	Non- ADP)	(ADP/	Funds	of	Source
	Single Stage Two envelope procedure			method	Procurement	Proposed
>				Qtr.	1st	Timi
* /	To be initiated				2 <sup>nd</sup> Qtr. 3 <sup>rd</sup> Qtr.	Timing of Procurement
	To be completed			5	3 <sup>rd</sup> Qtr.	rement
				Qtr.	4 <sup>th</sup>	
						Remarks

Project Director
Women University Sukkur





#### Shah Abdul Latif University, Khairpur

### اظهاردلچسپی

شاہ عبدالطفی یو نیورش، نیر پور، سندھ معروف کنسلٹش / کنسلٹگ اداروں کو جیسا کرسندھ پبک پروکیورمنٹ زُولز (SPPR) 2010 (SPPR) ،) میں واضح ہے اظہار دلچی کیلئے مدعوکرنے کا ادادہ رکھتی ہے تا کہ ماسٹر پلان، آرکیلیکی ل اور انجیئر تک ڈیزائن کی تیاری اور دسکھر میں ویمن یو نیورش کے تیام' کے سلط میں بائندھی تارائی کی فرض سے تسلنٹ کی تقرری مل میں ال کی جائے۔

- كنسللنكس يك مرحله - دولفاني طريقة كار كے مطابق بولى جمع كروانے كے پابند ہوں گے۔ ہرلفانے پر''فافشل پرو پوزل''اور'دشيكنيكل پرو پوزل' عليمہ دورج ہوناچاہيے۔

2- صرف أن كنسلكش / ادارے ي " فائشل پرد پوزاز" كولے جائي سے جن ي "ديكينيكل پرد پوزاز" فورشده اورمنظورشده بول گ\_

3- ولي ركھے والے اداروں كو أن كے شيكنيكل پرو بوزلز "كى بنياد پر پرى-كواليفائيذ قرار ديا جائے گا اور صرف أن اداروں كي تمين تشخيص عمل ميں لائى جائے گی جو اى نوعت كے أمور كا تجربير كھتے ہوں اور كنسلائش كا انتقاب بھى كنسلننٹ كى كواليكليش سليكھنو معتقد زبطابق ايس بي بي آراے 2010ء (ترميم شدد 2013ء) كر ولز (7)-72 تحت عمل ميں لايا جائے گا۔

4- اظہار دیجی مع محمل تفسیلات پر وجیکٹ ڈائر یکٹر، ویمن او نیورٹی، محمر کے دفتر پر دستیاب ہے۔
دستاویز پر وجیکٹ ڈائر یکٹر ، کو دشتر ہے۔ 5,000 روپے کے پیا آرڈ اڈی انڈ ڈرانٹ (نا قابل والیس)
بنام پر وجیکٹ ڈائر یکٹر، ویمن او نیورٹی، محمر سندھ داتی طور پر بایڈ رابی ڈاک می بھی کام والے دن
(درخوانٹیس فی کروانے والے دن کے علاوہ) ماسل کیے جاسکتے ہیں یا ایس فی فی آراے کی ویب سائٹ
ردرخوانٹیس فی کروانے والے دن کے علاوہ) ماسل کیے جاسکتے ہیں یا ایس فی فی آراے کی ویب سائٹ
ڈاڈن اُوڈ کیے جاسکتے ہیں اور 16 جون 2016 دو چر 2010 و سیج سک فی کروائے جاسکتے ہیں
ڈاڈن اُوڈ کی فی جو سکتے ہیں اور 16 جون 2010 دو تھی ہو گئورٹی غیر پور کے ممثل روم میں
ڈوئی وقت موجود کلسلائٹس/ ادارے کے نمائندول کی موجود کی میں کھولے جا تیں گے۔
پر دکھی دیا تھی ایس فی بی اے ڈول 2010 دار تھی میں موجود کی میں کھولے والے تیں گے۔
کروکی دیا تھی ایس فی بی اے ڈول 2010 دار تھی میں موجود کی میں کھولے والے میں گئے۔
کروکی دیا ہے انہ کی ایس فی بی اے ڈول 2010 دار تھی میں موجود کی میں کھولے والے میں کو دیا تھی کے مطابق

می یولی پیکش کا منظوری نے بل کی بھی وقت یولی کے علی ومندوخ کر سمتی ہے۔ دلاور علمی صنگی

روجيك دُائر يكثر ويمن يو غورشي، عمر

فن: +92-3002103365

PID(H) 971

#### Daily Kawish Hyderabad

ڇنڇر 07 مئي 2016ع



Shah Abdul Latif University, Khairpur

## دلچسپي جواظهار

شام عبداللطيف يونيورسٽي، خيرپور، سنڌ معروف ڪنسلٽنٽس/ڪنسلٽنگ ادارن کي جيئن تد سنڌ پبلڪ پروڪيورمينٽ رولز (SPPR) 2010 (ترميم ٿيل 2013) ۾ واضح آهي دلچسپي جي اظهار لاءِ گهرائڻ جو ارادو رکي ٿي تہ جيئن ماسٽر پلان، آرڪيٽيڪچرل ۽ انجنيئرنگ ڊزائين جي تياري "سکر ۾ ويمن يونيورسٽي جو قيام" جي سلسلي ۾ اعليٰ سطحي نگراني جي غرض سان ڪنسلٽنٽ جي مقرري عمل ۾ آندي وڃي.

. كنسلتنتس هك مرحلو- به لغافي طريقيكار مطابق واك جمع كرائث جا پابند هوندا. هر لغافي تي "فنانشل پروپوزل" ۽ "ٽيكنيكل پروپوزل" دار دار لکيل هجن. 2. صدف افغن كنسلتند / اداري حا "فنانشل بروپوزل" كوليا ويندا جن جا

"تيكنيكل پروپوزلز" غور ٿيل ۽ منظور ٿيل هوندا.

 دلچسپي رگندڙ ادارن کي "ٽيڪنيڪل پروپوزلز" جي بنياد تي پري-ڪواليفائيد قرار ڏنو ويندو ۽ صرف انهن ادارن جي تخمين ۽ تشخيص عمل ۾ آندي ويندي جيڪا ساڳي نوعيت جي شين جو تجربو رکندا هجن ۽ ڪنسلٽنٽس جي چوند ب ڪنسلٽنٽ جي ڪواليفڪيشن سليڪشنز ميٿڊز بمطابق ايس پي پي آر اي 2010 (ترميم ٿيل 2013) جي رولز (7)-72 تحت عمل ۾ آندي ويندي.

د دلچسپي رکندڙ جا مڪمل تفصيل پروجيڪٽ ڊائريڪٽر، ويمن يونيورسٽي، سکر جي آفيس ۾ دستياب آهي. دستاويز پروجيڪٽ ڊائريڪٽر جي آفيس مان 5000 رپين جي پي آرڊر/ڊمانڊ ڊرافٽ (ناقابل واپسي) نالي پروجيڪٽ ڊائريڪٽر، ويمن يونيورسٽي، سکر، سنڌ ذاتي طور تي يا ٽپال ذريعي ڪنهن به حمر واري ڏينهن (ڊرخواستون جمع ڪرائڻ واري ڏينهن کانسواء) حاصل ڪري سگهجن ٿا يا ايس پي پي آراي جي ويبسائٽ: www.pprasindh.gov.pk تائين ڊائون لوڊ ڪري سگهجن ٿا ۽ 16 جون 2016 مئجهند 2010 عوبون 2016 تائين جمع ڪرائي سگهجن ٿا، جيڪي ساڳئي ڏينهن منجهند 20:31 و ڳي تائين جمع ڪرائي سگهجن ٿا، جيڪي ساڳئي ڏينهن منجهند 20:31 و ڳي وائيس چانسلر، شاه عبداللطيف يونيورسٽي خيرپور جي ڪميٽي روم ۾ ان وقت موجود ڪنسلٽنٽس/اداري جي نمائندن جي موجودگي ۾ کوليا ويندا.

پروڪيورنگ ايجنسي ايس پي پي آر اي رول 2010 (ترميم ٿيل 2013) جي لاڳاپيل دفعات تحت ڪنهن هڪ يا سمورن واڪن کي ردڪرڻ جو حق محفوظ رکي ٿي ۽ مذڪوره قانونن جي رول 25 مطابق ڪنهن واڪ يا آڇ جي منظوري کان اڳ ڪنهن ب

دلاور علي منگي

پروجيڪٽ ڊائريڪٽر ويمن يونيورسٽي, سکر

فون: +92-3002103365

PID(H) 97177

## "Establishment of Women University at Sukkur A Project of

#### SHAH ABDUL LATIF UNIVERSITY KHAIRPUR



## PRE QUALIFICATION DOCUMENT FOR CONSULTANTS

Details of work:

Master planning, Civil Work, Electrical Work. Plumbing Work. Drainage/sewerage System. Landscaping and external development work. Interior decoration and design. Communication system. Roads and path/walkways. Furniture & Fixtures, HVAC Work. Installation of IT Equipment and construction supervision etc.

"Client":

Shah Abdul Latif University, Khairpur, Sindh-Pakistan Phone No. +922439280061 Fax No. +922439280360 E-mail: womenuni.suk@gmail.com Website.

#### **FOREWORD**

This Standard Request for Proposal sis applicable to consultant assignments by the procuring agencies of Sindh province whose legal agreement makes reference to the Sindh Public Procurement Rules, 2010 (Amended 2013).

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#### **PREFACE**

This document Standard Request for Proposals (SRFP) is to be used for various selection methods described in the SPPR2010 (Amended2013).

- 2. Before preparing an RFP, the procuring agency/user must be familiar with the SPPRA 2010 (Amended2013), and Rule No72.
- 3. Rule No 72(1) shall be adopted for assignments of standard or routine nature where well- established practices and standards exist.
- 4. Incase Rule No72 (1) is not to be used, as the assignment is not an standard or routine nature, and standards and practices are not well-established, and procuring agency chooses other method of selection according to Rule No72 (2), (3), (4), (5) and (6), the reason shall be recorded in writing by the competent authority, and also sent to SPPRA with RFP.
- 5. The SRFP includes a standard Letter of Invitation, standard Instructions to Consultants, Terms of Reference, and a standard Form of Contract. The standard Instruction to Consultants and the standard General Conditions of Contract may not be modified under any circumstances. However, the Data Sheet and the Special Conditions of Contract may be used to reflect particular assignment conditions.

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#### SECTION - 1

**Letter of Invitation** 

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#### EXPRESSION OF INTEREST

Shah Abdul Latif University, Khairpur, Sindh intends to invite Expression of Interest from reputable consultants / consulting firms as defined in the Sindh Public Procurement Rules (SPPR) 2010 (amended 2013) for hiring consultant preparation of Master Plan, Architectural & Engineering design and Top Supervision for "Establishment of Women University at Sukkur".

- 1. The consultants shall be required to submit a bid comprises as single stage-Two envelops. Each envelope shall contain separately the "Financial Proposal" and the "Technical Proposal";
- 2. The Financial Proposals shall be opened those consultants / firms whose Technical proposal is considered and approved.
- 3. The interested firms would be pre-qualified on the basis of their technical profile and evaluation of the firms will be carried out who have the experience of similar works and also selection of consultants will be made on consultant's Qualification Selection Methods as per rules 72-(7) as per SPPRA 2010 (amended 2013).
- 4. Expression of Interest containing complete details of the assignment is available at the office of Project Director, Women University, Sukkur. The documents can be obtained from the office of Project Director on payment of Rs.5,000/- in the shape of Pay Order / Demand Draft (Non-Refundable) in favour of Project Director, Women University, Sukkur, Sindh, personally or by mail on any working day except the day of submission of applications or can be downloaded from SPPRA website <a href="www.pprasindh.gov.pk">www.pprasindh.gov.pk</a> from <a href="12.05.2016">12.05.2016</a> to <a href="13.06.2016">13.06.2016</a> and will be submitted on <a href="16.06.2016">16.06.2016</a> upto <a href="12.00 noon">12.00 noon</a> and same will be opened on the same day at <a href="12.30 pm">12.30 pm</a> in the committee room of Vice Chancellor, Shah Abdul Latif University Khairpur in presence of Consultant(s)/ representatives of firm (s) whosoever will be present at that time.

The Procuring Agency reserve the right to reject any or all bids subject to relevant provision SPPA Rule-2010 (amended 2013) and may cancel the bidding process at any time prior to acceptance of a bid or proposal underRule-25 of the said rules.

Dilawer Ali Mangi Project Director Women University Sukkur +923002103365

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#### **Brief of Project:**

Government of Sindh is intends to establish "Women University at Sukkur" for provision of Higher Education to the Girl Students of rural areas and remote places who cannot continue their higher education due to strict family and social bindings and prevailing traditional customs.

Establishment of Women University at Sukkur will improve / enhance the facilities by providing quality education at the door step of girl students of remote areas in Sindh province. Proposed project is directed to achieve the same objectives of the Government for the development of higher education and establishment of research & development culture in the higher education institutions of the country to produce quality women power in the field of Natural /social sciences, commerce, information technology & business administration.

Besides the project is great importance because it is directly related to the development of higher education particularly in the province of Sindh and the country in general.

Shah Abdul Latif University, Khairpur, Sindh, Pakistan intends to Pre-qualify and hire consultants for construction of various buildings and allied works, as detailed in PC-1 "Establishment of Women University at Sukkur".

Consultant's duties involve in, Designs, Drawings, BOQs, tender documents & top supervision / Detail Supervision, verification of bills submitted by contractors, revised of preparation of PC-1 when needed or any work related to the PC-1 in the interest of university. Details of works are as under.

#### Master planning

Civil Work (Planning, Drawing, Designing, Estimation, Preparation of BOQ/ Specification, checking of bills etc).

**Electrical Work (External & Internal)** 

Plumbing Work.

Drainage/sewerage/Water Supply system.

Landscaping and external development work.

Interior decoration and design.

Communication system.

Roads.

**Furniture & Fixtures** 

**HVAC** Work.

Firefighting equipment's

Installation of I.T Equipment's, etc.

Construction supervision

#### Consultants are required to submit the following documents in details

- Company profile.
- List of full time technical and supervisory staff along with their brief Cvs.
- Registration as Consultants with Pakistan Engineering council.
- Income tax registration and clearance certificate.
- Details of works/services of similar nature already completed or in hand with cost, and satisfactorily certificate from the concerned executive officer.
- Details of machinery and equipment.
- Financial stability certificate issued from the recognized banks.
- Affidavit regarding non-involvement in any arbitration/ litigation with any Government agency/ department.
- NTN registration and all registration copies.
- Any other relevant information to facilitate in decision making.
- The Consulting firms supplying wrong information are liable to legal action and disqualification
- Pre-qualification documents can be obtained from the office of Project Director, Women University Sukkur on any working day during office hours or may be down loaded from website **www.pprasindh.gov.pk**. Last date for submission of documents is 14th June, 2016.

Project Director,
Women University Sukkur a Project of
Shah Abdul Latif University Khairpur, Sindh, Pakistan.

Phone # + 1022420280061

Phone # +922439280061 Fax No. +922439280360 Mobile# +923002103365

E-mail: womenuni.suk@gmail.com

To

Project Director Women University Sukkur

Subject: Pre-qualification of consultants for the providing consulting services for Establishment of Women University at Sukkur for construction of various buildings.

Dear Sir,

Kindly find herewith the documents as required in the advertisement published in daily DAWN/JANG/KAWISH, Dated: ----- for subject work.

- **1.** We accept that if our technical proposal is accepted than may be called by the "Client" for financial proposal.
- 2. We undertake that you are not bound to accept the lowest or any proposal you may receive.
- **3.** If our proposal are accepted than we are bound for services as required in the scope of work.
- **4.** Unless and until formal agreement is prepared and executed this document together with your written acceptance thereof shall constitute a binding contract between us.
- **5. Shah Abdul Latif University Khairpur**, reserves the right to reject any application as per PPRA rules provisions. If any information furnished by the consultants proves to be false at later stage, the contract, if awarded, is liable for cancellation.

Dated this day	s of 2016	
Name:	. []	
Firm:		
Signature:		
Seal:	9,	

#### SECTION - 2

Instructions To Consultants

--- 10 -5

#### Instructions to Consultants

#### 01. Definition

- (a) "Procuring Agency (PA)" means the department with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) "Data Sheet" means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) "Day" means calendar day including holiday.
- (f) "Government" means the Government of Sindh.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) "LOI" means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) "Proposal" means the Technical Proposal and the Financial Proposal.
- (j) "RFP" means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.
- (k) "Sub-Consultant" means any person or entity to which the Consultant subcontracts any part of the Services.
  - (l) "Client" means the Shah Abdul Latif University, Khairpur Sindh-Pakistan with which the selected Consultant signs the Contract for the Services.
- (m) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms, all other

works related for construction of works.

- (n) "Contract" means an agreement enforceable by law and includes all conditions of the contract.
- (o) "Day" means calendar day including holiday.
- (p) "Government" means the Government of Pakistan.
- (q) "Proposal" means the Technical Proposal and the Financial Proposal.
- (r) "Sub-Consultant" means any person or entity to which the Consultant subcontracts any part of the Services.
- (s) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

#### 02. Introduction

- **2.1** The "Client" will pre-qualify /short list the consulting firms, in accordance with the method of selection as specified.
- **2.2** The eligible Consultants (prequalified/shortlisted) are invited to submit a Financial Proposal. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to ask for any query, Consultants may liaise with "Client" for gaining better insight into the assignment.
- **2.4** Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The "Client" reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 "Client" "may provide facilities and inputs as required by the bidder/firm

#### 03. Conflict of Interest

- 3.1 Consultants are required to provide professional, objective, and impartial advice and holding the "Client's" interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the "Client", or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- **3. 2** Without limitation on the generality of the foregoing, Consultants, and their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation

A Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.

A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

#### **Conflicting Relationships**

- 3.2 Govt: officials and civil servants may be hired as consultants only if:
- (i) They are on leave of absence without pay;
- (ii) They are not being hired by the agency they were working for, six Months prior to going on leave; and
- (iii) Their employment would not give rise to any conflict of interest.

#### 04. Fraud and Corruption

It is Government's policy that Consultants under the contract(s) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 (Amended 2013) which defines:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR2010 (Amended 2013), "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

#### **05.Integrity Pact**

Pursuant to Rule 89 of SPPR 2010 (Amended 2013) Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex-A)

#### 06. Eligible Consultants

**06.1**Pre-qualified on their technical proposals submitted, are eligible for the 2nd step of selection i-e call for financial proposal. Prequalified/Shortlisted Consultants may submit financial proposal, when required by the "Client".

**06.2**If short listing process has been undertaken through REOI, as outlined under Rule73 and 74 of SPPR2010 (Amended 2013) for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.

**06.3**Short listed consultants emerging from request of expression of interest are eligible.

#### 07. Eligibility of Sub-Consultants

A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.

#### 8. Only one Proposal

Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

#### 9. Proposal Validity

- 9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- **9.2** Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than one percent and shall not exceed five percent of bid amount).

#### 10. Clarification and Amendment in pre-qualification Documents

- 10.1 Consultants may request for a clarification of contents of the pre-qualification document in writing, and "Client" shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The "Client" shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry.
- 10.2 At any time before the submission of Proposals, the "Client" may amend and issue an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the "Client" may, if the amendment is substantial, extend the deadline for the submission of Proposals.

#### 11. Preparation of Proposals

- **11.1** In preparing their Proposal, Consultants are expected to examine in detail the documents, nature of work, etc.
- **11.2** The consultants are encouraged to co-ordinate for any query with representative of the "Client"
- 12. Language: Written language will be English.

#### 13. Technical Proposal Format and Content

**13.1** While preparing the Technical Proposal, consultants must give particular attention to the following:

If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy, as appropriate. It is desirable that the majority of the key professional staff proposed, be permanent employees of the firm or has an extended and stable working relationship with it. Proposed professional staff must, at a minimum, have the experience, preferably working under similar geographical condition.

Alternative professional staff shall not be proposed, and only one curriculum vita (CV) shall submit for each position.

**13.2** The Technical Proposal shall provide the following information.

A brief description of the consultant organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing

CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last years.

Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment.

A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring.

(vii) Any additional information required by the "Client"

13.3 The Technical Proposal shall not include any financial information.

#### 14. Financial Proposals

The Financial Proposal shall be prepared considering the scope and nature of the work, the financial proposal shall be asked after pre-qualification/short listing on the basis of technical proposal. Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

**15.** Taxes The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract or levied by the Government time to time.

#### 16. Submission, Receipt, and Opening of proposals

Proposal shall contain no interlineations or overwriting and submitted accordingly. For this tender PPRA's **Two stage bidding procedure** as per clause 36 (c) for open competitive bidding is adopted, detailed as under; a) **First stage (Technical Proposal)** 

The bidders shall first submit, according to the required documents, profile, brochure, technical proposal without price;

The technical proposal shall be evaluated in accordance with the specified evaluation criteria and requirements of the "Client"; and may be discussed with the bidders regarding any deficiencies, unsatisfactory technical features;

The "Client" may revise, delete, modify or add any aspect of the technical requirements or evaluation criteria, or it may add new requirements, Provided that such revisions, deletions, modifications or additions are communicated to bidders equally at the time of invitation to submit final bids.

Those bidders not willing to conform their respective bids to the "Client's" technical requirements may be allowed to withdraw from the bidding. v) Those bidders whose Technical proposal is not accepted would be informed.

#### b) Second stage (Financial Proposal)

The bidders, whose technical proposals are accepted, will be asked to submit their financial proposal.

The financial proposal result of technically pre-qualified firms shall be communicated to the bidders

The bid found to be the best evaluated bid shall be accepted:

#### Score obtained

A. Profile	15
B. Experience	35
C. Technical staff	15
D. Design and service	25
E. Machinery and equipments	10
Total	100

Parameters of Financial Evaluation Technical Bid: 70%, Financial Bid: 30% Technical Bid Score: Marks obtained by Firm / 100 \* 70% =

Financial Bid Score: M/B \* W =  $\_$  M  $\rightarrow$  Minimum Bid B  $\rightarrow$  the bid W  $\rightarrow$  Weight (30%)

Total Score = Technical Bid Score + Financial Bid Score.

- 16.3 After the technical evaluation is completed, the "Client" shall notify in writing to the Consultants that have secured the minimum qualifying marks, allowing a reasonable time, for the Financial Proposals.
- 16.4 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- **16.5** The consultants may be called for demonstration/presentation.

#### 17. Proposal Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded

#### 18. Evaluation of Technical Proposals

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet. In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

#### Public Opening and Evaluation of Financial Proposals: (LCS,QCBS, and Fixed Budget Selection Methods Only)

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

#### 19. Evaluation of Financial Proposals

- 19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted.
- 19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

#### 20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

#### 21. Technical negotiations

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

#### 22. Financial negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP.

#### 23. Availability of Professional staff/experts

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

#### 24. Award of Contract

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 After publishing of award of contract consultant required submitting a performance security at the rate indicated in date sheet.
- 24.3 The Consultant is expected to commence the assignment on the date and at the Location specified in the Data Sheet.
- **24.4**The "Client" shall award the Contract to the selected Consultant and the same would be communicated to all participants accordingly. After receiving of award of contract consultant are required to sign the agreement for the specified work.

#### Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the finalization of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

#### **Duties of the Consultants:**

The Consultants shall perform their duties in the following phases:

#### 26.1 Investigation Phase:

- (a) To carryout engineering, social and environmental investigations and studies of the site, prepare data and analysis to ascertain the final requirement for the planning and design of the schemes, needed for the best construction.
- (b) To prepare feasibility report and general layout plan of the schemes, with short and long term maintenance, with stipulated cost.
- **26.2 Planning Phase:** The Consultants shall prepare Schemes, General plans of the works, at least three proposals with probable construction cost and details.
- **26.3 Schematic Design Phase:** Prepare from the approved General plans, Schematic Design along with statement of probable construction cost and submit to "Client"

**26.4 Design Development Phase:** Prepare from the approved Schematic Design, the final Design and development Documents, consisting of working drawings including plans, elevations and such other drawings, outline specifications to fix and illustrate entire building in its essentials as to kind of materials, type of structure, mechanical and electrical systems and such other works as may be required to the "Client" for his approval. The working drawing shall comprise the following, detailed drawings of the building.

Architectural Drawings (Internal and External), Structural Design, Drawings and Calculations for record and check. Drawings related to, Internal and External water supply, Sanitation and drainage Internal and External electrification, gas installation and intercommunication system, Furniture and fixture and other services. Air-Conditioning System, Landscaping and interior decoration.

- **26.5 Construction Documents Phase:** The Consultants Shall prepare from the approved design, and developments documents, specifications setting forth details and prescribing the works to be done and the materials ,workmanship, finishing and equipments required for the Architectural, Structural, Mechanical, Plumbing and Electrical services and submit copy to the "Client" for his approval.
- **26.5.1** The Consultants shall prepare the following documents: a. Description of the work. General rates, Terms and conditions of the contract for the approval of the "Client". b. Tender of the works including estimates of the quantities, based on the composite schedule of the rates issued by "Standing rates Committee", Government of Sindh or on the current market rated, Non-scheduled items to be supported by detailed Rate analysis. Any other documents, necessary for the proper implementation and construction of the building.
- **26.6 Construction Phase:** The Consultants Shall: a. Advise on the preparation of any contract relating to accept tender for carrying out the work. Prepare all complete tender documents and any further designed drawing necessary for the information of the contractor to enable them to carry out the works. The Consultants shall assist in setting disputes or difference which may arise between the "Client" and Contractor. Prepare and submit to the "Client", five copies and computer CD of complete drawing showing all details, according to the scale on completion of the project, for necessary operation and maintenance. Suggest the replacement of any work damaged during construction through fire and other causes. The Consultants undertake **Top Supervision/ detail supervision** of various Stages of works, as under:

Checking layout of the foundation of the building with reference to the detailed designs in relation to the bench mark, base line and their depth etc.

Checking the layout of all infrastructures and re-adjusting the layout and/or the design if such readjustment proved necessary according to the requirement.

Checking that the contractor executing the construction work in accordance with the final approved working drawings, tender documents and specifications. Suggest substitution of materials, whenever any material is not available. Preparing and issuing new detailed drawings whenever it is deemed necessary to make the adjustments in the construction.

The "Client" may require the Consultants at any stage to modify or make variations in any plans, and Consultants shall make any modifications or variations in any plan, studies, drawings, specifications and other documents after the same have been approved by the "Client". The Consultants shall be paid no extra charges on any modification in the drawing, design, any specification, etc.

The consultancy charges would be in terms of percentage of total cost of any work assigned to the consultants.

The final cost of works shall be determined after acceptance of the contract price by the "Client". In the event that change occurs with the approval of the "Client" (upward or downwards) in the contract price, then the cost of the works will be adjusted accordingly. The adjusted completion price shall be stand as the final cost of completed building and the Consultants fees shall be finalized accordingly.

27. Mode of Payment: Mode of payment shall be set after finalization of selection process.

#### 28. Supervision of Construction Phase:

If desire by the "Client", as schedule and whenever Consultants principals, their Senior Engineering Staff have to visit the project Site and /or are called for a meeting for supervision of work, the following expenses shall be reimbursed by the "Client":

A For Consultants principal and executives, Senior Engineers, one economy class return ticket, boarding and lodging with transport facilities from airport/ hotel to site and Rs: 5000.00 as Daily allowance will be paid separately.

Documents to be supplied by the Consultants: In addition to the copies of the documents to be supplied by the Consultants to the "Client" for Approval, the Consultants shall provide the following documents as approved by the "Client". A set of five copies of each drawing to be provided free of cost.

Five sets of tender and contract documents and reports prepared by Consultants for the work to be provided free of cost.

#### 29. Care and Diligence:

The Consultants affirm and guarantee that they are skilled and fully qualified, and that they shall make use of all such skills and qualification in the best professional standards and skills.

The Consultants shall be fully responsible for the correctness and suitability of their design and the safety of the structure and services built according to their design and specifications. The approval of the design by the "Client" shall not absolve the Consultants or their associates of their responsibilities under this article.

If the "Client" suffers any losses due to proven faults, errors, delay or omissions in design on the part of Consultants or any of their associates up to the satisfaction of the project, Consultants shall be liable to make good all such losses.

#### **Data Sheet**

1.1	Name of the Assignment.
	Invitation of Proposals for providing Consultancy Services for preparison Master planning, Civil work. Electrical Work, Plumbing Work, Draina /sewerage, System. Landscaping and external development work. Interi decoration and design, Communication system, Roads path/walkways, Furniture & Fixtures, HVAC Work. Installation of Equipment, etc. and Top Supervision for the scheme "Establishment Women University at Sukkur" funded by Government of Sindh.
	The Name of the PA's official(s): Dilawer Ali Mangi, Project Director for Establishment of Women University at Sukkur. Address: Shah Abdul Latif University Khairpur Sindh, Pakistan.
	Telephone: Tel # +922439280061 Fax +922439280360 E-mail: womenuni.suk@gmail.com
1.2	The method of selection is: Consultant's Qualification Selection Method
	The Edition of the Guidelines is: SPPRA RFP Document for Selection of Consultants-2016
1.3	Financial Proposal to be submitted together with Technical Proposal: YES  (Two envelope procedure & percentage cost basis)
1.4	The PA will provide the following inputs and facilities:  SALU Khairpur would facilitate provision of all available data and reports wit the Government of Sindh. SALU Khairpur, Sindh and its Ministrie Departments or Agencies will give the consultants access to all available dat relevant to their task as per Government Rules.
	All available relevant documents in physical and/electronic form, clearance for access to project sites, assistance in contacting and liaising wit government officials and agencies, suitable designated counterpart, or liaiso staff, and support in obtaining working permits, or any other relevant government clearances, but no routine administrative support, offices pace local transportation, equipment, data collection and processing, or other services.
1.5	The Proposal submission address is: Office of the Project Director "Establishment of Women University Sukkur" Sindh-Pakistan Proposals must be submitted no later than the following date and time:  16 <sup>th</sup> June, ,2016 upto 12.00 (Noon)
1.6	Expected date for commencement of consulting services: 2016  "Establishment of Women University Sukkur"
	Proposals must remain valid for <b>Ninety (90)</b> days after submission date.

10.1	Clarifications may be requested not later than Submission date. Five (05) days before the
	The address for requesting clarifications is :Project Director "Establishment of Women University at Sukkur"  Tel # +922439280061 Fax +922439280360 +923002103365
	E-mail: womenuni.suk@gmail.com
12	The Proposals shall be submitted in the following language: ENGLISH
6.1	Short listed Consultants may associate with other short listed Consultants: NO
11.2	The estimated number of professional staff-months required for the assignment Is: The assignment shall have essence of time.  or:
	The available budget is: [In the case of Selection under a Fixed Budget (FBS), select the following sentence] The Financial Proposal shall not exceed the available budget of: Rs.39.529 Million
13.1	The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)
13.2(vii)	Training is a specific component of this assignment: No
14.1	Applicable reimbursable expense shall be as follows:
	(1) Cost of investigation sand surveys as per actual.
	(2) Cost of such further items required for purposes of the Services not covered in the agreement.
	(3) Cost on account of modifications and variations of documents as per actual.
15.1	Amounts under the contract to be subject to:
	Director Indirect Taxes payable by the Consultants: YES
	Consultants shall be subject to income tax in accordance with the Islamic Republic of Pakistan legislation and the client will deduct such taxes at source.
6.3	Consultants to state all costs in the national currency: YES
16.2	Consultant must submit the original and Two (02) copies of the Technical Proposal, and One (01) copy of the Financial Proposal.
13.1	Choose only one of the below options:
	Option-A
	Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:

	Points
(i) Specific experience of the Consultants relevant	to the assignment: [10]
(ii) Adequacy of the proposed methodology and w Reference:	ork plan in responding to the Terms of
a) Technical approach and methodology b) Work plan c) Organization and staffing Total points for criterion (ii):	[10] [10] [10] <b>[30]</b>
(iii)Key professional staff qualifications and compe	etence for the assignment:
a) Team Leader on Architect side b) Team Leader on Engineering Side c) Building Design Specialist d)Water Supply & Drainage Specialist e)Road Specialist f)Electrical Specialist g) Quality Surveying Specialist Total points for criterion(iii):	[15] [10] [07] [07] [07] [07] [07] [07]
The number of points to be assigned to each shall be determined considering the follow percentage weights:	The state of the s
1) General qualifications 2) Adequacy for the assignment 3) Experience in region and language  Total weight:	[30%] [60%] [10%] 100%
The minimum technical score (ST) required to pass	s is: Seventy Five(75)points.

<sup>1</sup>Consideration may also be given to the number of pages submitted as compared to the number recommended underpara.3.4(c) (ii) of these Instructions.

All adopted sub-criteria should be specified in the RFP. The points allocated to each of the sub-criteria under "qualifications and competence of keystaff" must be indicated in the RFP.
The minimum technical score St required to pass is: Points[ ]
Remuneration Type: Percentage Basis
The single currency for price conversions is:
Expected date and address for contract negotiations: 2016
Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee (10% of the contract amount).
Consultants under take to sign Integrity Pact for the procurement estimated to Exceed Pak Rs.2.5 million.

#### **SECTION-3**

#### **TECHNICAL PROPOSAL SUBMISSION FORM**

#### FORMTECH-1.TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:	
Dear Sir:	
We, the undersigned, offer to provide the consulting services for preparing Master Architectural & Engineering Design and Top Super vision for the scheme "Establish of Women University at Sukkur, Sindh, in accordance with your Request for Producted and our Proposal. We are hereby submitting our Proposal, which includes Technical Proposal, and a Financial Proposal sealed under a separate envelope 1.	nen posa
We are submitting our Proposal in association with: [Insert a list with full name and add of each associated Consultant]. <sup>2</sup>	ress
We hereby declare that all the information and statements made in this Proposal are true accept that any misinterpretation contained in it may lead to our disqualification.	and
If negotiations are held during the period of validity of the Proposal, i.e., before the indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff Proposal is binding upon us and subject to the modifications resulting from Cornegotiations.	. Ou
We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.	e
We understand you are not bound to accept any Proposal you	
receive. Were main,	
Yours sincerely,	
Authorized Signature[In full and initials]:	
1 [Incase Paragraph Reference 1.2 of the Data Sheet requires to submit a Technic Proposal only, replace this Sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]	
2 [Delete incase no association is foreseen.]	

### For FTP Only

# FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

### A- Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

### **B-Consultant's Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment .Use20 pages.]

Assignment name:	Approx. value of the contract (incurrent US \$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of PA:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your Firm under the contract (incurrent US \$ or Euro):
Start date (month/year):	No of professional staff-months provided by
Completion date(month/year):	Associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm
	Involved and functions per formed (indicate
	most significant profiles such as Project
	Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by yo	ur staff within the assignment:

Firm's Name:	
I II III 3 IVallic.	

# For FTP Only

FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS
OF REFERENCE AND ON COUNTER PART STAFF AND FACILITIES
TO

BE PROVIDED BY THE PA

#### A -On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and in corporate in your Proposal.]

### **B-On Counterpart Staff and Facilities**

[Comment here on counterpart staff and facilities to be provided by the PA according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

# FORMTECH-4.DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(For small or very simple assignments the PA should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

a) Technical Approach and Methodology, b) Work Planc) Organization and Staffing

a)Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should high light the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and inter relations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate the min to a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of FormTECH-8.

c)Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position	Assigned Task Assigned
		2		

.,

g.

# FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position [only one c	candidate shall be nominated for each position]:
2. Name of Firm [Insert name of	f firm proposing the staff]:
3. Name of Staff [Insert full name	ne]:
4. Date of Birth:	Nationality:
_	niversity and other specialized education of staff member, rees obtained, and dates of obtainment]:
6. Membership of Professional	Associations:
7. Other Training [Indicate signiobtained]:	ificant training since degrees under 5 - Education were
8. Countries of Work Experience	ce: [List countries where staff has worked in the last ten year.
	e indicate proficiency: good, fair, or poor in speaking, reading
employment held by staff memb	arting with present position, list in reverse order ever since graduation, giving for each employment (see form it, name of employing organization, positions held.]:
From [Year]: To [Ye	ear]:
Employer:	
Positions held:	

11. Detailed Tasks Assigned	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned							
[List all tasks to be performed under this assignment]	[Among the assignments in which the staff has been involved, indicate the following information for assignments that best illustrate staff capability to handle the tasks listed under point 11.]							
	Name of assignment or project:							
	Year:							
	Location:							
	PA:							
	Main project features:							
	Positions held:							
	Activities performed:							
13.								
Certification:								
describes me, my qualifications,	to the best of my knowledge and belief, this CV correctly and my experience. I understand that any willful misstatement disqualification or dismissal, if engaged.							
[Signature of staff member or au	thorized representative of the Day/Month/Year							
Full name of authorized represent	rative:							

FORM TECH-7. STAFFING SCHEDULE<sup>1</sup>

Foreign  1	No.	Name of Staff	Staff input (in the form of a bar chart) 2	it (in th	e form c	f a bar	chart) 2								Total sta	Total staff-month input	1 input
[Home] [Field]			1	2	æ	4	S	7	∞	6	10	11	12	z	Home	Field <sup>3</sup>	Total
[Field] [Field] [Field] [Field]	Foreign																
[Home] [Field]	1		[Home]													NO.	
			[Field]														
[Home] [Field]	2																
[Home] [Field]																	
[Home] [Field]	3																
[Home] [Field]																	
[Home] [Field] [Field] [Field]																	5012
[Home] [Field]	1																I
[Home] [Field]	_																
[Field] [Field]																	
[Field] [Field	Local										Sub To	tal					
[Field]	1		[Home]														
			[Field]														
	7																
Sub Total           Total	_																
Sub Total Total																	
Total											Sub To	tal					
											Total						

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8. WORK SCHEDULE

	A est. 3a. 1				Months <sup>2</sup>	2									
ACI	ivity *	1	2	3	4	2	9	7	∞	6	10	11	12	_	
															_
															_
															_

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PA approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

#### Section 4. Financial Proposal - Standard Forms

[Comments in brackets [.] provide guidance to the shortlisted Consultants for the preparation of their

Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single- Source Selection method is adopted, according to the indications provided under para. 6.3 of Section

2.]

Financial Proposal Submission I	Form41
Financial Proposal Form	42
Schedule of Supervisory Staff	43
Annexure-A	44
Annexure-B	45

### FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Da	ate]
То:	
<del></del>	
Dear Sirs: We, the undersigned, offer to provide the consulting services for provide the services for provide the services for provide the support of the scheme "Establishment of Women University at Sukkur, in accordance your Request for Proposal dated and our Technical Proposal of the Sumal of and our Technical Proposal shall be binding upon us subject to the modifications resulting from Connegotiations, up to expiration of the validity period of the Proposal, i.e. before the indicated in Paragraph Reference 1.12 of the Data Sheet. Commissions and gratuities paid be paid by us to agents relating to this Proposal and Contract execution, if we are awarded Contract, are listed below:	d To e wit posa ancia ntrac dat or t
Name and Address of Agents Amount and Currency Purpose of Commission or Gratuit	ty
	_
We understand you are not bound to accept any Proposal you	
receive. We remain,	
Yours sincerely,	
Authorized Signature [In full and initials]:	
-	
1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.	1
2 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or a to paid by us to agents relating to this Proposal and Contract execution."	are

### FINANCIAL PROPOSAL FORM

	icial proposal must be separated sealed. Do not attached wit ical proposal)	th the Financial Proposal	with
The bi	d shall cover all direct and indirect costs and there will be r	no reimbursable cost.	
	lculation of Design fee, project shall be considered Rs on percentage basis.	million as approv	ed in
	lculation of Detailed Supervision Fee on man-month basis, nexure-B	fill format attached as A	nnex-A
Quote	as under:		
a.	Consultancy services for the Design of Project as per the tin request for proposal shall be% on the total		tioned
b.	Consultancy services for the detailed supervision of Projeconditions mentioned in request for proposal shall be Rsfor stipulated completion of 36 Months (extend able).		th basis
A.	FOR DESIGNING		
<b>B.</b> i.	<ol> <li>For preparation of Master Plan including Landscaping, Topographic Survey and conducting Geotechnical investigation.</li> <li>For approval of Master Plan including Landscaping For preparation of detailed Architectural Design &amp; Drawings.</li> <li>For Preparation of detailed Structure Design &amp; Drawings.</li> <li>For Preparation of Design of Electric / Mechanical vi. For preparation of Tender documents &amp; Engineering Estimates &amp; Evaluation of Bid / Award of contracts.</li> <li>Preparation Revised PC-I, Modified PC-I etc.</li> </ol> FOR DETAILED SUPERVISION Consultancy Services for the Detailed Supervision of Foundation basis as mentioned above.	15 % of the Professional 10% of the Professional 20% of the Professional 20% of the Professional 20of the Professional 10% of the Professional 5% of the Professional Project shall be on man-manual project shall be on	al Fee al Fee See I Fee Fee
Submit	tted By:		
Author Name a	rized Signature:and Title of Signatory:	,	

# SCHEDULE OF SUPERVISORY STAFF TO BE DEPUTED AT SITE

S#	Position	No. of Staff	Qualification / Experience
1	Resident Engineer	01	B.E (Civil) with 15 years' experience
	(Team Leader)		in similar Projects.
2	Structural Engineer	01	B.E (Civil) with 10 years' experience
			in similar Projects.
3	Electrical Engineer	01	B.E (Elec.) with 10 years' experience
	1/2		in similar Projects.
4	Material Engineer	01	B.E (Civil) with 15 years' experience
			in similar Projects.
5	Sr. Architect	01	B.Arch. with 15 years' experience in
			similar Projects.
6	Civil Engineer	01	B.E (Civil) with 10 years' experience
			in similar Projects.
7	Surveyor	02	B.E (Civil) with 10 years' experience
			in field of invoice preparation and
			processing, Rate Analysis, Checking
			Survey details and quantity survey
			and cost control.
8	Road Engineer	01	B.E (Civil) with 10 years' experience
			in similar Projects.
9	Site / Field Supervisor	04	D.E (Civil) with 05 years' experience
			in similar Projects.
10	Other staff	06	05-years Experience in relevant field

#### ANNEXURE-A

#### A. BREAKDOWN REMUNERATION OF SUPERVISION STAFF

S#	Position	(1) Basic Salary	(2) Social Charges	(3) Overheads	(4) Filed Allowance	(5) Total
		Per working month	15% of 1	10% of 1	20 % of 1	1+2+3+4
1	Resident Engineer (Team Leader)					
2	Structural Engineer					
3	Electrical Engineer					
4	Material Engineer					
5	Sr. Architect					
6	Civil Engineer					
7	Surveyor					
8	Road Engineer					
9	Site / Field Supervisor					
10	Other staff					

### ANNEXURE-B

S#	Position	Unit	Billing Rate
			(Monthly) Rs.
1	Resident Engineer (Team Leader)		
2	Structural Engineer		
3	Electrical Engineer		
4	Material Engineer		
5	Sr. Architect		
6	Civil Engineer		
7	Surveyor		
8	Road Engineer		
9	Site / Field Supervisor		
10	Other staff		

# General Condition of Contract

#### II. General Condition 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 Sindh Public Procurement Act, there under Rules 2010.
- (b) "Procuring Agency PA" means the implementing department which signs the contract
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause1 that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect Pursuant to clauseGC2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/ consortium/ Association and "Members" means all these entities.
- (I) "Party" means the PA or the Consultant, as the case may be , and "Parties" means both of them.

- m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC maybe amended or Supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant Sub contracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

#### 1.2 Law Governing 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 is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### 1.4 Notices

- 1.4.1 Any notice, request or consent required or permitted to be give nor made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been give nor made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2 A Party may change its address for notice here under by giving the other notice in writing of such change to the address specified in the SC.

#### 1.5 Location

The Services shall be performed at such locations as a re specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.

#### 1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/consortium/association of more than one individual firms, the Members here by authorize the individual firm so specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

#### 1.7 Authorized Representatives

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

#### 1.8 Taxes and Duties

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

#### 1.9 Fraud and Corruption

A. If the PA determines that the Consultant and / or its Personnel, sub-contractors, sub- consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR2010.

Any personnel of the Consultant, who engages incorrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause4.2.

#### **Integrity Pact**

- B. 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 been titled to:
- (a) Recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kick back given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) Terminate the Contract
- (c) 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 1.9A. Payment upon such termination shall be made under Sub-Clause1.9A after having deducted the amounts due to the Client under 19B Sub- Para (a) and (c).

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

#### 2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes in to effect is defined as the Effective Date.

#### 2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

#### 2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC2. 6 here of, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

#### 2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

#### 2.5 Force Majeure

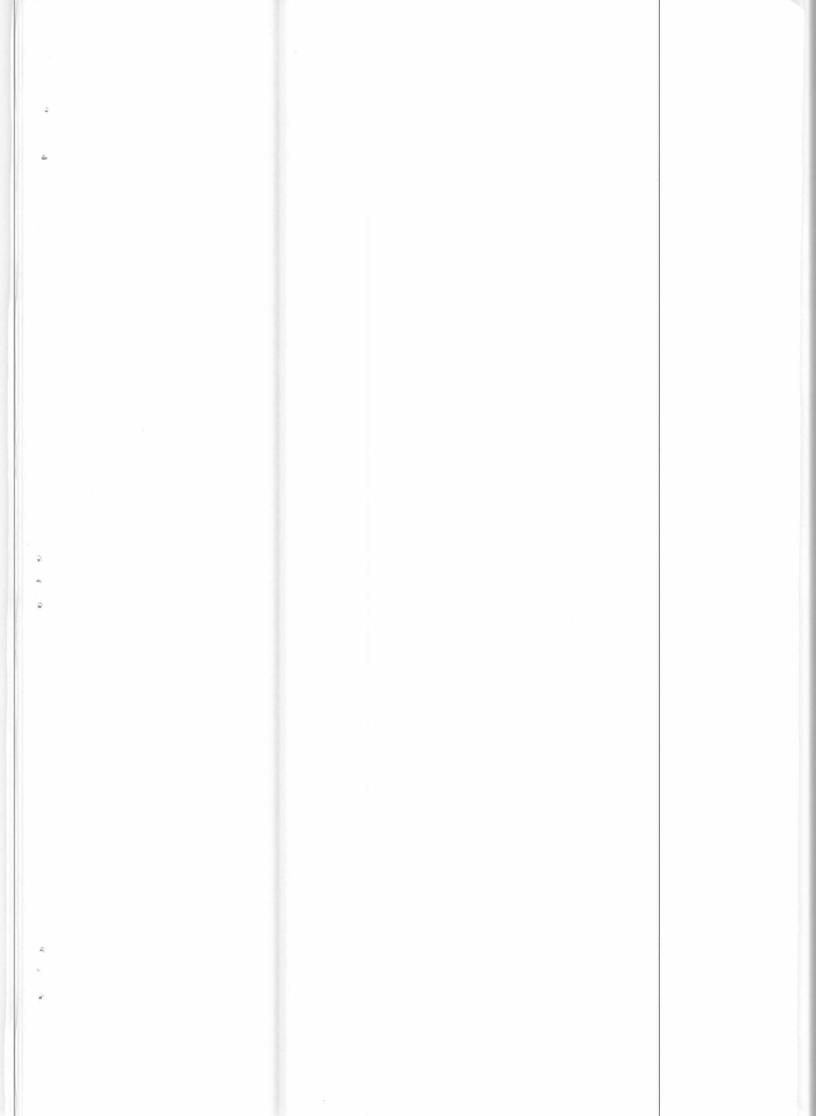
The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disaster sand circumstances beyond the control of the parties.

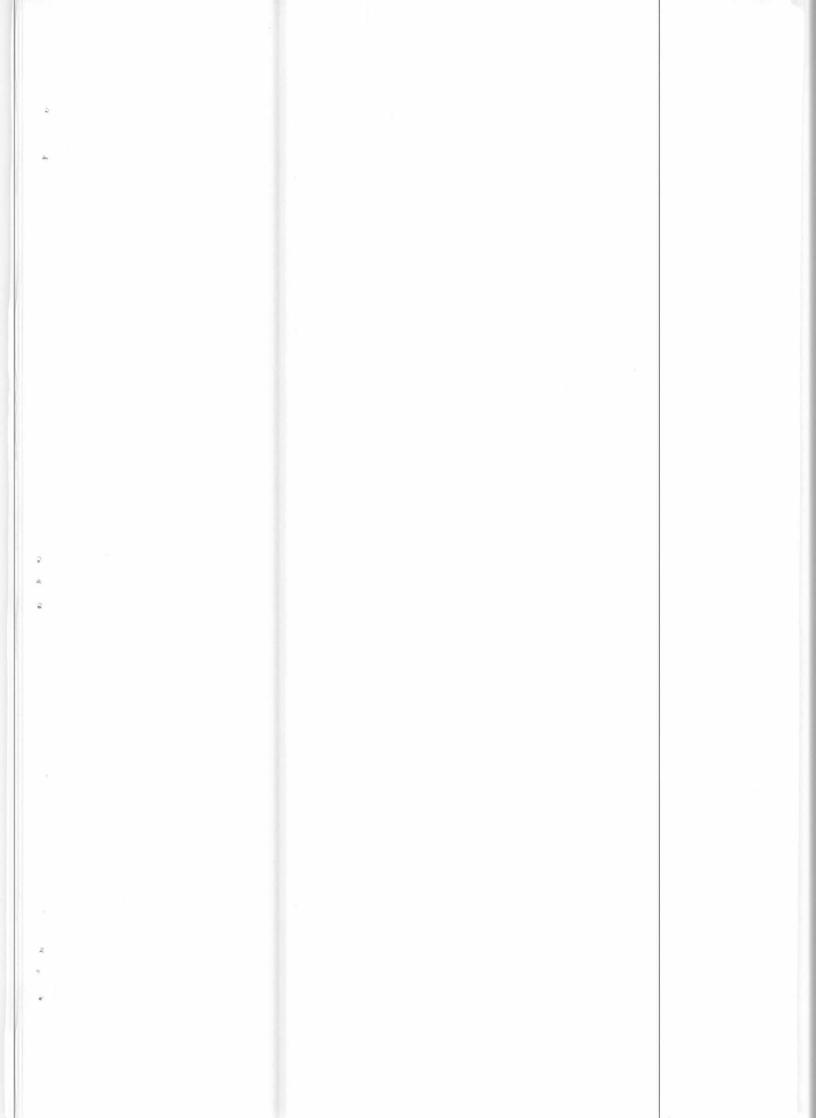
#### 2.5.2 No Breach of Contract

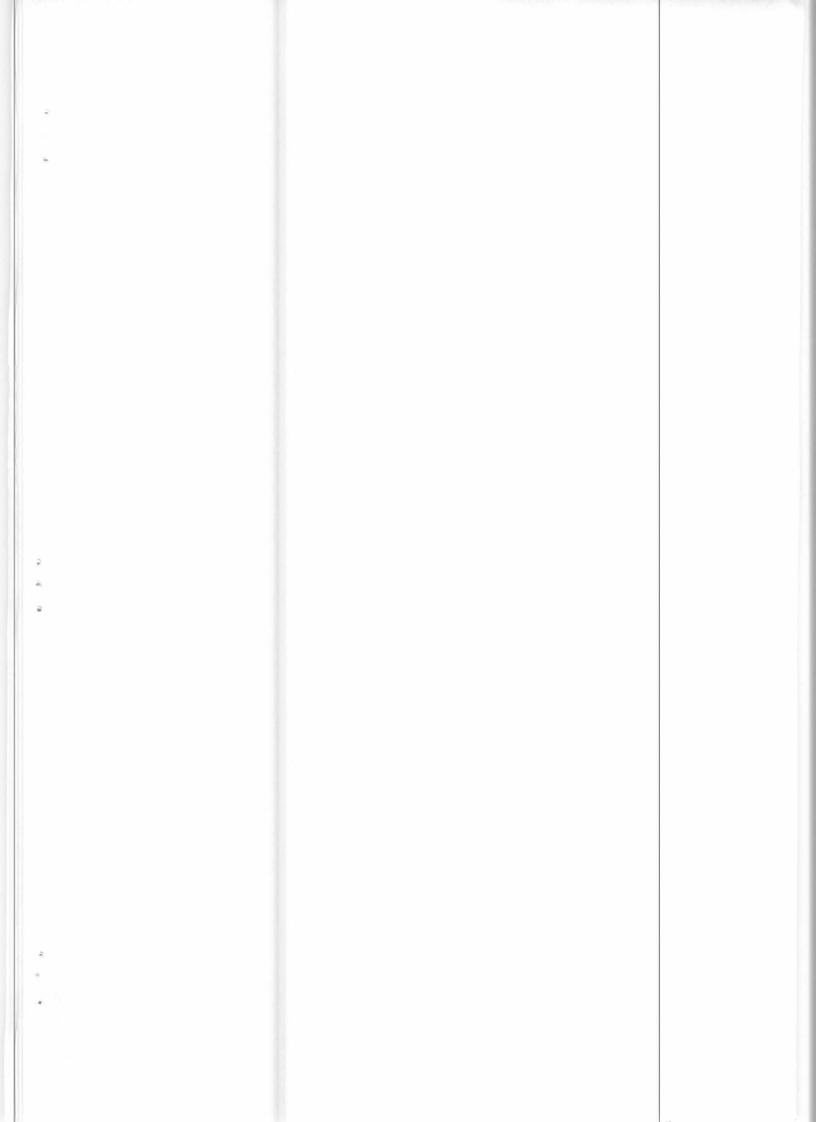
The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, 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 as soon as possible about the occurrence of such an event.

#### 2.5.3 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.







#### 2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall been titled 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 purposes of the Services and in reactivating the Service after the end of period.

#### 2.6 Termination

#### 2.6.1 By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in(e).

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant becomes in solvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged incorrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PA, in its sole discretion and for any reason what so ever, decides to terminate this contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to ClauseGC8 hereof.

#### 2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c)of this Clause GC2.6.2:

(a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.

- (b) Pursuant to Clause GC7 here of within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty(60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC8 hereof.

#### 2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC2.6.1 or GC2.6.2, the PA shall make the following payments to the Consultant:

- (a) Payment pursuant to Clause GC6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs(a)through(c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of their turn travel of the Personnel and their eligible dependents.

#### 3. OBLIGATIONS OF THE CONSULTANT

#### 3.1 General

#### 3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act ,in respect of any matter relating to this Contractor to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

#### 3.2 Conflict of Interests

The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

#### 3.2.1 Consultants not to Benefit from Commissions, Discounts ,etc.

The payment of the Consultant pursuant to Clause GC6 shall constitute the Page 45 of 71

Consultant's only payment in connection with this Contractor the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of the similarly shall not receive any such additional payment.

#### 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project.

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall bed is qualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

#### 3.2.3 Prohibition of Conflicting Activities.

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

#### 3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

#### 3.4 Insurance to be Taken Out by the Consultant

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

#### 3.5 Consultant's Actions Requiring PA's Prior Approval

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

- (a) Entering in to a sub contract for the performance of any part of the Services,
- (b) Appointing such members of the Personnel not listed by name in Appendix C,
- (c) Any other action that may be specified in the SC.

#### 3.6 Reporting Obligations

- (a) The Consultant shall submit to the PA there ports and documents specified in (PA may insert appendix) here to, in the form, in the numbers and within the periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

#### 3.7 Documents Prepared by the Consultant to be the Property of the PA

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall be come and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

#### 3.8 Accounting, Inspection and Auditing

- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/ or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, interalia, that acts in tended to materially impede the exercise of the inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of in eligibility pursuant to the PA's prevailing sanctions procedures.).

#### 4. CONSULTANT'S PERSONNEL

#### 4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub- Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix Care here by approved by the PA.

#### 4.2 Removal and or Replacement of Personnel

(a) Except as the PA may otherwise agree, no changes shall be made in the Key

Personnel. If, for any reason beyond there as on able control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the PA finds that any of the Personnel have (i) committed serious mis conductor have been charged with having committed a criminal action, have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as are placement a person with qualifications and experience acceptable to the PA.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

#### 5. OBLIGATIONSOFTHE PA

#### 5.1 Assistance and Exemptions

The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

#### 5.2 Changes in the Applicable Law Related to Taxes and Duties

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then there numeration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in ClausesGC6.2(a)or(b),as the case may be.

#### 5.3 Services and Facilities

The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

#### 6. PAYMENTS TO THE CONSULTANT

#### 6.1 Security

The consultant has to submit bid security and the performance security at the mention in SC.

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#### 6.2 Lumps-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

#### 6.3 Contract Price

The price payable in Pak Rupees / foreign currency/ is set for thin the SC.

#### 6.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

#### 6.5 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G here to, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

#### 7. GOOD FAITH

#### 7.1 Good Faith

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

#### 8. SETTLEMENT OF DISPUTES

#### 8.1 Amicable Settlement

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

#### 8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that 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 specified in the SC.

# Special Conditions of Contract

### **III. Special Conditions of Contract**

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

#### **Number of GC Clause**

Amendments of, and Supplements to, Clauses in the General Conditions of Contract

- {1.1} Sindh Public Procurement Act and Sindh Public Procurement Rules 2010 (Amended2013).
- 1.3 The language is English.

1.4	The addresses are:	
	Procuring Agency:	
	Attention:	
	Facsimile:	
	E-mail:	
	Consultant:	
	Attention:	
	Facsimile:	
	E-mail:	

{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 \$C1.6 should be inserted here. If the Consultant consists only of one entity, this Clause \$C1.8 should be deleted from the SC.

1.7 The Authorized Representatives are: For the PA:

For the Consultant:

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.{1.6}

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 in to such territories, 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

- (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 maybe, (i) shall bear such customs duties and taxes inconformity 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 in to the Government's country.
- 2.2 The date for the commencement of Services is [2015].
- 2.3 The time period shall be[insert time period ,e.g.: twelve months, eighteen months].
- 3.4 The risks and the coverage shall be as follows:
  - (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or Personnel, with a minimum coverage of [insert amount and currency];
  - (b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];
  - (c) Professional liability insurance, with a minimum coverage of [insert amount and currency];
  - (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.
  - (e) insurance against loss of or damage to (i)equipment purchased in whole or in part with funds provided under this Contract,(ii) the Consultant's property used in the performance of the Services ,and (iii)any documents prepared by the Consultant in the performance of the Services.

**Note:** Delete what is not applicable

3.5 {The other actions are:[insert actions].}

Note: If there are no other actions, delete this Clause SC 3.5(c).

{3.7(b)} **Note:** If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:

{The Consultant shall not use these documents and software for purposes unrelated to this contract without the prior written approval of the PA.}

{The PA shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.}

{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} **Note:** List here any assistance or exemptions that the PA may provide under Clause5.1. If there is no such assistance or exemptions, state "not applicable."
- 6.1 Procuring Agency shall indicate bid security not less than 1% and above 5% Performance security shall not exceed 10% of contract amount
- 6.3 The amount in Pak Rupees or in foreign Currency [insert amount].
- 6.5 The accounts are:

For foreign currency or currencies:[insert account]

For local currency: [insert account]

Payments shall be made according to the following schedule:

- (a) Twenty (10) percent of the Contract Price shall be paid on the commencement date against the submission of a demand guarantee for the same.
- (b) Ten (20) percent of the lump-sum amount shall be paid upon submission of the inception report.
- (c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.
- (d) Twenty-five(25) percent of the lump-sum amount shall be paid upon submission of the draft final report.
- (e) Twenty(20) percent of the lump-sum amount shall be paid upon approval of the final report.
- (f) The demand guarantee shall be released when the total payments reach fifty (50) Percent of the lump-sum amount.

**Note:** This sample clause should be specifically drafted for each contract.

8.2 Disputes shall be settled by complaint redressed committee define in SPPR 2010 (Amended 2013) or through arbitration Act of 1940.in accordance with the following provisions:

## Appendix A

## (INTEGRITY PACT)

# DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTHRS.10.00 MILLIONOR MORE

Contract No Dated:	Contract Contract	Value: Title:		
procurement of ar of Sindh (GoS) or	[name of Supplier] her ny contract, right, interest, p any administrative subdivi through any corrupt busine	rivilege or other obligation sion or agency there of or	or benefit from Gover	nment
has fully declared agreed to give and or indirectly throu consultant, direct bribe, finder's fee obtaining or induction.	the generality of the fore go the brokerage, commission d shall not give or agree to g ugh any natural or juridical or, promoter, shareholder, or kickback, whether descri- cing the procurement of a con- ever form from GoS, excep	n, fees etc. paid or payable give to anyone within or ou person, including its affilia sponsor or subsidiary, and bed as consultation fee or contract, right, interest, principle.	to anyone and not gitside Pakistan either dete, agent, associate, by commission, gratificatherwise, with the obvilege or other obligat	ven or irectly roker, cation, ject of ion or
arrangements with any action or wil warranty. [named declaration, not m purpose of this de privilege or other	r] certifies that it has made all persons in respect of or all not take any action to of Supplier] accepts full reaking full disclosure, misrepectaration, representation arobligation or benefit obtainand remedies available to the supplier.	r related to the transaction circumvent the above deceponsibility and strict lial presenting facts or taking and warranty. It agrees that ed or procured as a foresai	with GoS and has not claration, representationlity for making any action likely to defeany contract, right, industrially without prejude	taken on or false at the terest, lice to
to indemnify GoS and further pay commission gratifi the purpose of ob	any rights and remedies exe for any loss or damage incompensation to GoS in a cation, bribe, finder's fee or staining or inducing the pro- r benefit in what so ever form	urred by it on account of it an amount equivalent to kick back given by [name of ocurement of any contract,	s corrupt business pro ten time the sum of of Supplier] as a forese	octices of any aid for
0.5%	Signatu [Seal]			

# Terms Of Reference

#### **Terms of Reference**

For construction of the said building and to meet the building requirements, services of a consultant firm are required to be hired with the following TORs.

#### Part-A Preliminary Design & Planning

Preparation of Layout Plan and preliminary architectural designs/drawings. The design should be economical and sound meeting PEC/LDA codes/ bylaws.

#### Part-B Topographic survey

To conduct topographic Survey and demarcation of site.

#### Part-C Sub-Soil Investigation

- 1. Preparation of programmed of sub-soil investigation and laboratory tests to be carried out for the Scheme including specifications.
- 2. Assist the Client in selecting Contractor for carrying out the sub-soil investigation.
- 3. Supervise sub-soil investigation work by the Contractor to be appointed by the Client including laboratory tests.
- 4. Certify Contractor's bill for sub-soil investigation and laboratory tests in accordance with the provisions of the Contract between the Client and the Contractor.
- 5. Submit sub-soil investigation report giving details about bore logs, test pits, test results and recommendations regarding safe bearing capacities for foundations and design parameters for other works.
- 6. Preserve sub soil log and display the same in the appropriate scale on permanent basis.
- 7. Investigations for tube well upto 650ft depth specifically shall be carried out with the help of electric resistivity mete (erm). However for the purpose of the tube well design beside (erm) data, information be based on the data collected from the nearby sites and in accordance with the best engineering practices.

#### Part-D Design of Infrastructural and Building Works

- 1. Preparation of rough cost estimates and obtaining their technical sanction from the quarter concerned.
- 2. Preparation of PC-I & Modified PC-I in light of observations of competent forums.
- 3. Preparation of detailed architectural and engineering design & drawings of building fixing details of different systems including gas supply, water supply sewerage system, disposal works, electrical system, voice& data and networking etc of the entire complex.
- 4. Prepare drawings and get these approved from relevant agencies.

#### Part-E Bidding Documents and Award of contract

- 1. Preparation of detailed tender documents including construction drawings, interior and furnishing works, Specifications, Bill of Quantities and cost estimates based on market prices.
- 2. Preparation of detailed construction drawings and providing at least 10copiesof the final sets of such drawings to the Client.
- 3. Provide assistance to the Client in pre-qualification/selection of contractor(s) and arrange relevant services leading to the award of Contract.

#### Part-F Development of Forms

The consultant shall develop standard forms for reporting including receipt of material, testing of materials, details of work done along with measurements etc.

#### Part-G Services for Construction Supervision (Resident Supervision), if required.

- 1. The Consultant shall perform duties of Engineer In charge "as per Client's agreement with the contractor(s) to supervise construction with the best professional and consulting standards to ensure that the building is constructed satisfactorily.
- 2. The Consultant is expected to assign field personnel of professional caliber and in sufficient number as deemed necessary by him in consultation with the Client.
- 3. In carrying out the assignment, the Consultant shall undertake the following works:
  - a) Issue instructions to the contractor(s) and provide engineering supervision to the execution of works.
  - b) Ensure quality control through laboratory tests and other nondestructive tests at the expense of the contractor.
  - c) Make measurements of the work done as basis for running payments to the contractor (s). Detailed measurements of the works shall however be recorded jointly with the Contractor and get the same verified by the Resident engineer of the duplicate record and shall be attached with the Contractor's bills.
  - d) Issue variation orders with the Client's consent.
  - e) Prepare monthly progress reports. Maintain estimate and comparative statement of project costs and submit reports to the Client.
  - f) Assist in liaison between the Client and Contractor.
  - g) Review and approve "As Built" drawings prepared by the Contractor.
- 4. The Consultant shall form its own sources establish a site office and meet the running/operational expenses.
- The Consultant shall certify that works are executed as per approved design, drawings, standards specifications, technically sanctioned estimate and within the contract agreement.
- 6. The Consultant shall supervise the contractor in all matters concerning safety and care of the work and advise the Client on any problem arising in the construction work during its execution.
- 7. The Consultant shall certify that the construction material brought at site by the contractor(s) is in accordance with the specifications and is got tested as per standard practices.
- 8. The reports in respect of receipt and test of materials shall be submitted to client on weekly basis in the prescribed forms.
- 9. The Consultant shall check systematically the progress of work according to the construction schedule of the agreement and shall submit monthly progress report in the prescribed form to Client pointing out the deficiencies and suggest remedial measures.
- 10. The Consultant shall certify the contractor's running payments clearly indicating that the quality of work executed is according to the specifications, design, drawings, technically sanctioned estimate and contract agreement and make recommendations for payment to the contractor along with test reports. The Consultant shall further be responsible for quality and quantity of works.

- 11. The Consultant shall keep the record of daily inspection reports in the prescribed forms at the site office and submit It to the Client on weekly basis.
- 12. The Consultant shall carry out detailed final inspection of the work and shall recommend to the client for issuance of completion certificate stating that the work has been completed as per design, drawings, standard specifications and contract agreement.
- 13. One month prior to the expiry of completion period, the consultant shall carry out a detailed final inspection of the work and submit a report to the client pointing out the defects in the work, if any.
- 14. Consultant shall be responsible for getting all such defects rectified from the concerned contractor(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.
- 15. The Client shall be at liberty to increase or decrease the quantum of work without assigning any reason.
- 16. Client's authorized representative may regularly visit the site for checking resident supervision of the consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work at site.
- 17. Plan and design the work of interior furnishing meeting the best standards.
- 18. Supervise the work of interior design to ensure quality of work as per contracted design and specifications.

#### Part-H Reporting requirements/ Schedule of activities, if required.

The consultant shall be required to complete the assignment as per following schedule:-

No	Descriptio	Time frame
Stage-I	Preparation of bidding document, Detailed lay put plan and structural design	Four weeks
Stage-II	Approval of lay out plan and structural design and Preparation of TO Rs for contractor and	Four weeks after completion of stage-I.
Stage-III	Execution and detailed supervision Of works as resident engineer	During whole of the construction work

#### Part-I Professional Liability

If the client suffers any losses or damages as a result of proven fault, error or omission. In the design/execution of the project, the consultant shall be responsible to make Good such loss or damages in accordance with provisions mentioned in consultant selection guide lines issued by the P&D Department in 2006.

#### Part-J Mode of Payment

- The Consultant's fee will be linked to the physical progress of work and the
  completion period mentioned in the letter of Award of the Client unless the
  delay is caused by an action or inaction of the Client or due to the reasons
  covered under the provisions of "Force Majeure" as mentioned in the bidding
  documents.
- For stage I&II (as prescribed under part H), the consultant shall be paid in 3 2. Installments for each stage subject to satisfactory completion of respective works.
- On satisfactory performance of the services pertaining to stage III, the payment to the Consultant shall be made in proportion to the work done at site (at-least 10% of new work) and paid to the contractor. Such payments shall be made until90% of the payable amount has been disbursed. The remaining 10% shall be released at the time of completion of the stage IV.
- 4. 10% of cash running payments shall be withheld by the Client as a security deposit. The amount shall be released after expiry of the maintenance period of the contract.

#### Part-K Expected outputs and benefits.

The Consultant's work is expected to result in safe and economical design for all items of the works keeping in view the latest building codes/standards and the requirements of the respective building control authorities and the Client.

#### I. The 'Consultants' shall:-

- (a) Prepare description of works and general rules for guidance of contractor for approval of the 'Employer'.
- (b) The 'Consultants' shall also advise the Employer on conditions of Contract, specifications and the schedule of finishes prepared by the main Consultants appointed for Planning& Designing of the work.

#### II. The 'Consultants' shall:-

- (a) Scrutinize tenders, prepare recommendations and submit are port to the 'Employer' if so required by the 'Employer'.
  - (i) Advice on the preparation of any contract relating to accepted tenders for carrying out the work/ Project.
  - (ii) Issue necessary instructions to the contractors to enable them to prepare their drawings and details for check and approval by the 'Consultants'.
  - (iii) Assist in settling disputes or differences which may arise between the 'Employer' and the contractor.
  - (iv) deliver to the 'Employer' completion drawings for permanent record in triplicate and such records as are necessary for the preparation and maintenance of the works/ Project.
  - (v) Inspect the works, prior to the expiration of the guarantees provided in the construction contract with the authorized representative of the 'Employer' and point out any defects in noticed for rectification by the contractors.

#### III. The 'Consultants' shall:-(Supervision if required)

- (a)Under take full supervision of the various stages of construction of the works. The supervision to be undertaken by the Consultants in particular shall include:-
  - (i) Checking of correct marking on the ground of the designed buildings, in relation to Bench Mark and baseline.
  - (ii) Re-adjusting the layouts and/or designs if such re-adjustment are found necessary.
  - (iii) Fixing up criteria for testing and supervising contractors testing for structural and Other materials before starting of the work so that these tests and materials correspond with the design, and ask the contractor to make necessary charges in any of the tests or the materials if required.
  - (iv) Supervising during constructions, selection and use of building materials in accordance with the specifications.
  - (v) Ensuring that the contractors carry out the construction work in accordance with the final drawings, the specifications and the agreement.
  - (vi) Suggesting substituted materials, wherever any material is not available and working out the cost of such materials together with the credit to be allowed in favour of either the 'Employer' or the contractors and the adjustments in design, if necessary due to such substitutions. This shall be subject to prior approval of the 'Employer'.
  - (vii) Amending existing drawing sand/ or issuing new detailed drawings whenever it is deemed necessary to make adjustments in the construction.
  - (viii) Holding meetings with the 'Employer' and contractors as and when required
  - (ix) Advise the 'Employer' to suspend the work in case the same is not being carried out as per specifications and contract.
  - (x) Supervising there placement of any work damaged during the construction through fire or other causes.
  - (xi) Arranging for any of the works whether in the process of construction or not, to be proceeded at the risk and cost of the contractors if the later fails to proceed with the construction due to either an act of diligence on their part or state of insolvency.
  - (xii) Determining at appropriate time, the period of delays, extension of time required and the penalties to be imposed and taking of all precaution are measures towards completing the proposed construction according to the time schedule.

#### **NOTE:**

#### TECHNICAL PROPOSAL MUST INCLUDE:

- a. Registration with Pakistan Engineering Council
- b. No. of Technical Supervisory Staff
- c. Status of similar type of projects completed
- d. Status of similar type of projects in hand

# EVALUATION CRITERIA OF TECHNICAL PROPOSAL (TOTALWEIGHTAGE-100)

Registration with Pakistan Engineering Council shall be mandatory and it shall have no weightage.

1	STATUSOFFORM(25).	
	A- Nature of Firm. Limited Co. (5), Partnership(3), ownership(2)	
	B- Years of Establishment.  Morethan10years(5)Morethan5years(3)Morethan2years(2),  Minimum grading (2)	
	C- <u>Financial Status.</u> Bankers Certificate(5)Minimum grading(2)	
	D- Recommendations by Previous Clients.	
	Letters submitted (5),Minimum grading(2)	
	E- <u>Litigation.</u> Not involved in litigation (5) Involved(0)	
2	TECHNICALCOMPETENCE(65)	
	A- Technical Staff(30)	
	B- Similar Projects in hand(20) C- Similar Projects Completed(15)	
3	AVAILABILITYOFRESOURCESOF SELF ORPRINCIPAL (10)	
	A. Machinery/Transport.  1 markfor each machine to a maximum of (5)  B-Office Equipment. (5)	
	TOTALMARKSOBTAINED	
Remarks.		