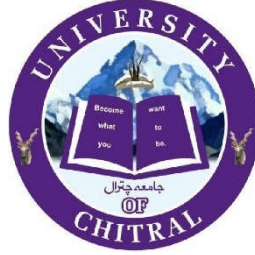


**GOVERNMENT OF PAKISTAN
UNIVERSITY OF CHITRAL**



**REQUEST FOR PROPOSAL
FOR
HIRING OF ENGINEERING/ARCHITECTURAL CONSULTING
FIRM
FOR PLANNING, DETAIL DESIGN, DOCUMENTATION &
CONSTRUCTION SUPERVISION**

December, 2020

**PROJECT DIRECTOR
ESTABLISHMENT OF THE UNIVERSITY OF CHITRAL
(PHASE-I)**

Ph:0943-415001, Fax: 0943-415002

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REQUEST FOR PROPOSAL

Country:	Pakistan
Province:	Khyber Pakhtunkhwa
District:	Chitral
Project Name:	Establishment of the University of Chitral (Phase-I)
Project Duration:	30 Months (4-6 Months Design Phase, 18- 24 months Construction Supervision)
Title of Consultancy:	Consultancy Service for Planning, Detailed Structural /Architectural Design and detailed Construction Supervision

DEFINITIONS:

- i. "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- ii. "Client" means University of Chitral with which the selected Consultant signs the Contract for the Services;
- iii. "Consultant" means any entity including a Joint Venture that will provide the Services to the Client under the Contract;
- iv. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices;
- v. "Contract Price" means the price to be paid for the performance of the Services;
- vi. "Effective Date" means the date on which this Contract comes into force "GC" means these General Conditions of Contract;
- vii. "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions;
- viii. "Day" means calendar day.
- ix. "Government" means the Government of the Islamic Republic of Pakistan;
- x. "Local Currency" means the currency of the Islamic Republic of Pakistan;
- xi. "Instructions to Consultants" means the document which provides all information needed to prepare their Proposals;
- xii. "Consortium" means the Consulting Firm comprised of a group of firms/ companies. The Lead Firm shall represent and bind all Consultant of the Consortium in all matters connected with the Project, including submission of RFP on behalf of the Consortium;

- xiii. "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof;
- xiv. "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- xv. "Proposal" means a technical proposal or a financial proposal, or both;
- xvi. "QCBS" means Quality- and Cost-Based Selection;
- xvii. "RFP" means this Request for Proposal;
- xviii. "Project" means the work specified in SC for which engineering consultancy services are desired.
- xix. "Services" means the work to be performed pursuant to the Contract;
- xx. "Terms of Reference" (TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment;
- xxi. HEI's means Higher Education Institutions;

LETTER OF INVITATION (LOI)

Name & Address of Consultant:

1. INTRODUCTION:

- 1.1 You are hereby invited to submit a technical and a financial proposal for Engineering/ Architectural consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft. Copy of contract is enclosed with the RFP documents.
- 1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 1.3 The Client (University of Chitral) has been entrusted the duty to implement the Project as Executing Agency by the Federal Government and funds have been approved under PSDP funded development project titled “**Establishment of the University of Chitral (Phase-I)**” for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is being issued.
- 1.4 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the client and project site in Chitral before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.5 Please note that:
 - 1.5.1 The cost of preparing the proposal and of negotiating the contract, including a visit to the Client and site, are not reimbursable as a direct cost of the Assignment; and
 - 1.5.2 The Client is not bound to accept any of the proposals submitted.
- 1.6 We wish to remind you that in order to avoid conflicts of interest:
 - 1.6.1 Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and
 - 1.6.2 Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.

1.7 Please note that:

1.7.1 In-complete and late proposals will not be entertained. Further information / clarification about the assignment & documents may be obtained from the Project's focal person office.

1.7.2 Incomplete defective proposals and proposals not conforming to the RFP documents shall be liable to rejection.

1.7.3 The University reserves the right to cancel the process at any stage and reject any or all the proposal thereof, having valid reasons and without being liable for any claim/compensation of any nature whatsoever.

2. DOCUMENTS:

2.2 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet which is mandatory.

2.3 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Ten (10) days before the proposal submission date. Any request for clarification in writing, or by cable, electronic mail or telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, electronic mail or telefax to such requests and copies of the response shall be sent to all invited Consultants.

2.4 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by cable, electronic mail or telefax to all invited Consulting firms will have binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. PREPARATION OF PROPOSAL:

3.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in English language.

Technical Proposal:

3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and result in rejection of your proposal.

3.3 During preparation of the technical proposal, you must give particular attention to the following:

a. JV/Consortium of firms can apply only as a same JV/Consortium with a same Lead firm for this RFP.

b. Subcontracting part of the Assignment to other consultants is not allowed.

c. Max ten (10) similar assignments (HEI's / universities only) of building projects each of worth Min. Rs. 500 million to fetch the full marks against the firm's similar experience.

- d. Max ten (10) general assignments of Government sector (other than HEI's / universities) of building projects each of worth Min. Rs. 500 million will fetch the full marks against the firm's general experience.
 - e. The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in the Data Sheet.
 - f. Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment.
 - g. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position & must be supported with PEC/PCATP registration certificate.
 - h. Client has the right to enquire from the clients mentioned in consultant's proposal regarding the consultant performance. In case of negative response from two or more than two clients, consultant may be declared disqualified & his financial proposal may be returned unopened.
- 3.4 Your technical proposal shall provide the following and any additional information, using the formats attached in Appendix-I:
- I-Form-1 Summary of ten (10) similar assignments (min worth Rs. 500 million each) of HEI's/ Universities only, completed / ongoing in last ten years (not more than 10 projects), must be supported with completion certificate or performance certificate of client, which must mention the amount of project & the services provided by firm, else the experience will not be considered for evaluation.
 - I-Form-2 Detail of firm's reference relevant experience of HEI's/ Univ. only in similar projects of worth Rs.500 million+ each carried out in the last ten (10) years which best illustrate specific qualifications.
 - I-Form-3 Summary of ten (10) general building assignments (min worth Rs. 500 million each) of the Government Sector (other than HEI's / Universities) completed / ongoing in last ten years (not more than 10 projects), must be supported with completion certificate or performance certificate of client, which must mention the amount of project & the services provided by firm, else the experience will not be considered for evaluation.
 - I-Form-4 Detail of firm's experience with general building projects of worth Rs.500 million + each carried out in the last ten (10) years which best illustrate specific qualifications.
 - I-Form-5 Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.
 - I-Form-6 any comments or suggestions on the TOR;
The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.

- I-Form-7 Summary of Proposed Key Professionals for the Project
- I-Form-8 CVs recently signed by the proposed key professional staff must be supported with PEC online Engineer's verification print & PEC/PCATP certificate. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years. Additional qualification (M.Sc.) of the proposed professional must be supported with degree's copy.
- I-Form-9 A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.
- I-Form-10 A schedule for compilation and submission of various types of reports as envisaged in attached TOR.
- I-Form-11 Power of Attorney to declare lead firm for that project.
- 3.5 The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal.
- 3.6 Mandatory Documents to be attached with Technical proposal are as under,
- Valid Certificate of registration of a Firm with PEC/PCATP.
 - Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC/PCATP) if any.
 - Valid National Tax Number of consultant(s).
 - Year of establishment supported by certificate from the Registrar of Firms / SECP.
 - Audited Statements of Accounts and Annual Turnover for the last three years.
 - A certificate / affidavit that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.
 - Valid Registration certificate with Khyber Pakhtunkhwa Revenue Authority

Note: Provision of the above documents is mandatory, in case of failure the firm/JV would not be considered for detailed evaluation.

Financial Proposal:

- 3.7 The financial proposal should include all the costs associated with the Assignment. These normally covers remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs (if required). Your financial proposal should be prepared using the formats attached as **Appendix-II**; else the proposal of applicant firm will be rejected.
- 3.8 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.

- 3.9 Costs shall be expressed in Pak Rs. Inclusive of all taxes.
- 3.10 All the prevailing applicable Provincial and federal Govt. taxes will be deducted from the consultancy Fees. The proposal should be submitted inclusive of all prevailing taxes.

4. SUBMISSION OF PROPOSALS:

- 4.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. The proposal shall be in book binding form, properly page numbered (Loose, Ring and spring binding not acceptable). Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.
- 4.3 The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.
- 4.6 In case of sudden holiday on bid opening day, bid will be opened on next working day.

5. PROPOSAL EVALUATION:

- 5.1 A two-envelope procedure shall be adopted in ranking of the proposals. Firms shall be ranked using combined technical & financial scores as under:

Technical Score weightage: 80%

Financial Score Weightage: 20%

Technical Proposal:

- 5.2 The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the below table & annexed technical proposal forms as under. Each responsive proposal shall be attributed a technical score

(St).There are four essential elements for judging the capability of any firm to perform credibly on a given project. These are its previous experience on similar & general projects, its professional staff having the specific expertise to meet its obligations during the assignment & approach/methodology of consultant and its financial capability. The weight-age of the respective component shall be as under;

SN	Component	Weightage
1	Experience on similar & general projects	40
2	Quality of Staff	40
3	Approach & Methodology	10
4	Financial Capability	10
Total		100

5.3 The firms obtaining 65 % & above marks in technical evaluation will technically qualify and be called for financial proposal opening only, whereas the financial proposals of the firms obtaining less marks than 65 % will be returned unopened.

5.4 Technical Proposal Evaluation Criteria:

i. Experience on similar & general Projects 40 Marks

i. Similar Projects (Ongoing / Completed) 25 Marks

Ten (10) Academic/ Educational buildings ongoing/completed during last 10 years (Development works in HEIs/Universities only). The project cost must be more than Rs. 500 million to get the points. The projects which are not academic/ educational buildings and / or less than Rs.500 million will not be considered for points in this category.

Similar Projects	
Number of Projects	Weightage
Min: 2	25%
3-5	60%
6-7	85%
8-9	95%
10	100%

ii. Similar Projects (Ongoing / Completed) 15 Marks

Ten (10) General completed / ongoing projects of buildings in Government Sector, other than HEIs / Universities completed during last 10 years. The project cost must be more than Rs. 500 million to get the points.

General Projects	
Number of Projects	Weightage
Min: 2	25%
3-5	60%
6-7	85%
8-9	95%
10	100%

ii. Evaluation of Quality of Staff: 40 Marks

a) Design Consultancy:

1. Senior Architect: 07 Points

- i. Senior Architect - Qualified M. Arch or B. Arch, member of PCATP in good standing.
- ii. Having 20 years or above of total experience for B. Arch and 15 years or above total experience for M. Arch of working on similar building projects of which 5 years must be as a team leader.
- iii. Having 05 years or above of experience of working with existing firm on similar building projects of which 03 years must be as a team leader.

2. Senior Structural Engineer: 07 Points

- i. Senior Structure Engr. – Qualified master’s degree in Structure Engineering
- ii. Having minimum 15 years of experience on design of multistory buildings, culverts, retaining and protective structures especially in High Seismic Areas (as per building code of Pakistan).
- iii. Having 05 years or above of experience of working with existing firm on similar building projects of which 03 years must be as a team leader.

3. Architect: 03 Points

- i. Junior Architect - Qualified B. Arch, member of PCATP in good standing.
- ii. Having 10 years or above of total experience of working on similar building projects.
- iii. Having 05 years or above of experience of working with existing firm on similar building projects.

4. Senior Quantity Surveyor: 02 Points

- i. Quantity Surveyor - Qualified DAE (Civil), in good standing.
- ii. Having 15 years or above of total experience of working on similar building projects.
- iii. Having 05 years or above of experience of working with existing firm on similar building projects.

5. Electrical & Public Health Engineer (02 Nos.): 04 Points

- i. MEP Engineer - Qualified B.Sc. (Electrical & Mechanical) member of PEC in good standing, in good standing.

- ii. Having 10 years or above of total experience of working on similar building projects.
- iii. Having 05 years or above of experience of working with existing firm on similar building projects.

b) Supervision Consultancy

1. Resident Engineer (01 Nos.)

04 Points

- i. Resident Engineer - Qualified M.Sc. or B.Sc Engr. (Civil) member of PEC in good standing.
- ii. Having 15 years or above of total experience for B.Sc. or 10 years or above of total experience for M.Sc. working on similar building projects of which 5 years must be as a Resident Engineer.
- iii. Having 05 years or above of experience of working with existing firm on similar building projects of which 3 years must be as a Resident Engineer.

2. Assistant Resident Engineer (01 Nos)

02 Points

- i. Site Engineer - Qualified B.Sc (civil) Engineer member of PEC in good standing
- ii. Having 10 years or above of total experience of working on similar building projects of which 5 years must be as a Site.
- iii. Having 03 years or of experience of working with existing firm on similar building projects of which 3 years must be as a Site.

3. Site Inspector Civil (02 Nos)

04 Points

- i. Site Inspector- Qualified DAE (civil) member in good standing.
- ii. Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a Site Inspector.
- iii. Having 03 years or of experience of working with existing firm on similar building projects of which 3 years must be as a Site.

4. Quantity Surveyor

02 Points

- i. Quantity Surveyor - Qualified DAE (Civil), in good standing.
- ii. Having 10 years or above of total experience of working on similar projects.
- iii. Having 03 years or above of experience of working with existing firm on similar building projects.

5. Site Inspector Electrical (01 Nos.)

03 Points

(Intermittent) two visit per month or as per site/ Client requirement).

- i. Electrical Engineer - Qualified DAE member in good standing
- ii. Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector.

- iii. Having 03 years or above of experience of working with existing firm on similar building projects.

**6. Networking Engineer (01) 02 Points
(Intermittent) two visit per month or as per Site/ Client requirement).**

- i. Qualified M.Sc./B.Sc Computer Sciences/Networking Engineer/ System Engineer, CCNA, CCLP in good standing.
- ii. Having 10 years or above of total experience of working on similar Building projects of which 5 years must be as a Networking Engineer.
- iii. Having 03 years or above of experience of working with existing firm on similar building projects.

The Evaluation of Technical Staff will be made as per following weightage:-

- | | |
|-------------------------------|-----|
| i. Education of Qualification | 25% |
| ii. Relevant Background | 50% |
| iii. Time with Firm | 25% |

Proof of employment for last two years to be attached in shape of salary slip and appointment letter.

iii. Financial Capability (Historical Financial Performance) : 10 Points

Average annual consultancy turnover for last three (03) years Rs. 100 million or above will fetch full hundred percent point. Other applicant will be assessed as per following. Attach documentary proof of audited financial statements from chartered accountant of last three years i.e **2016-17; 2017-18; 2018-19.**

Average Annual Turnover for last Three (03) Years	
In PKR	Points
Above Rs. 100.1 million	Full Points / 10 Points
From Rs. 90.1 to Rs. 100 million	9 points
From Rs. 70.1 to Rs. 90 million	7 points
From Rs. 50.1 to Rs. 70.0 million to	5 points
Upto Rs. 50.0 million	2 points

Submit last 3-years bank statement duly signed/ attested from bank.

iv. Proposed Methodology 10 Points

- 1. Work/ Schedule plan 05 Points**
Submit work/ schedule plan from design till completion of projects.
- 2. Organogram proposed for site supervision 02 Points**

Submit organogram plan / chart for site supervision team & their core responsibilities/ methodology.

- 3. Quality Control Policy** **03 Points**
Provide quality control policy/ methodology opted by consultant.
List down sequence of inspection and tests to be carried out by consultant to ensure quality checks.
-

Total Points for the above criteria: **100 Points**

The minimum technical score (St) required to pass is: **65 Points**

The Committee will evaluate and assign the points based on completeness and quality of the proposed methodology. The decision of the Committee shall be considered final on this component

Financial Proposal Evaluation Criteria:

For Quality cum Cost Based Selection

5.5 The financial proposals of the technically qualified consulting firms will be opened after technical evaluation in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms. The date & time for opening of financial proposals of the firms will be intimated later on.

5.6 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among the applicant shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

$$S = 100 \times \frac{Fm}{F}$$

F

(F = amount of specific financial proposal)

5.7 Proposals, in the quality cum cost based selection shall finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T= the weight given to the technical proposal, P = the weight given to the financial proposal; and T+P=1) indicated in the Data Sheet:

T= 80% weight P= 20% weight

$$S = St \times T \% + Sf \times P\%$$

5.8 Firm obtaining max total score after combining technical & financial scores will be selected for negotiation & award of work.

6. NEGOTIATION:

- 6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract.
- 6.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, and periods in the field and in the home office, staff months, logistics and reporting.
- 6.4 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6.5 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

7. AWARD OF CONTRACT:

- 7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/initialing of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected.
- 7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIRMATION OF RECEIPT:

- 8.1 Please inform the Client by courier or any other means:
 - i. That you received the letter of invitation;
 - ii. Whether you will submit a proposal; and
 - iii. If you plan to submit a proposal, when and how you will transmit it.

**LETTER OF INVITATION (LOI)
DATA SHEET**

Clause#																																		
1.1	<p>The name of the Assignment is: [Hiring of Consultancy Services for the project titled” “Establishment of the University of Chitral (Phase-I)]</p> <p>SALIENT FEATURES OF PROJECT ARE:</p> <table border="1"> <thead> <tr> <th style="text-align: center;">SN</th> <th style="text-align: center;">Description of Assignment</th> <th style="text-align: center;">Covered Area / Scope</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Academic Block</td> <td>88,351 sft</td> </tr> <tr> <td style="text-align: center;">2</td> <td>Administration Block</td> <td>28,833 sft</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Construction of 02 Faculty/Staff Hostel</td> <td>25,780 sft</td> </tr> <tr> <td style="text-align: center;">4</td> <td>Construction of Girls’ Hostel (1)</td> <td>29370 sft</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Construction of Boys’ Hostel (1)</td> <td>29370 sft</td> </tr> <tr> <td style="text-align: center;">6</td> <td>Guest House</td> <td>7,228 sft</td> </tr> <tr> <td style="text-align: center;">7</td> <td>Multipurpose Hall + Community Centre</td> <td>14,878 sft</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Central Library</td> <td>13, 969 sft</td> </tr> <tr> <td style="text-align: center;">9</td> <td>Electrification</td> <td>Electrification of the campus</td> </tr> <tr> <td style="text-align: center;">10</td> <td>External Services</td> <td>Construction of Boundary Wall, Main gate of university, Security Check Posts, Internal roads /footpaths, Parking Area, Water Supply System, Sewerage System, 2 bridges, , Landscaping, External Electrification works.</td> </tr> </tbody> </table> <p>Name of the Client : University of Chitral The address of the official is: [Name: Dr. Badshah Munir Bukhari] Project Director Estab. of the University of Chitral (Phase-I) ph. #: 0943-415001 Fax #: 0943-415002 Email: pdeduchp1@uoch.edu.pk URL – uoch.edu.pk</p>	SN	Description of Assignment	Covered Area / Scope	1	Academic Block	88,351 sft	2	Administration Block	28,833 sft	3	Construction of 02 Faculty/Staff Hostel	25,780 sft	4	Construction of Girls’ Hostel (1)	29370 sft	5	Construction of Boys’ Hostel (1)	29370 sft	6	Guest House	7,228 sft	7	Multipurpose Hall + Community Centre	14,878 sft	8	Central Library	13, 969 sft	9	Electrification	Electrification of the campus	10	External Services	Construction of Boundary Wall, Main gate of university, Security Check Posts, Internal roads /footpaths, Parking Area, Water Supply System, Sewerage System, 2 bridges, , Landscaping, External Electrification works.
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9	Electrification	Electrification of the campus																																
10	External Services	Construction of Boundary Wall, Main gate of university, Security Check Posts, Internal roads /footpaths, Parking Area, Water Supply System, Sewerage System, 2 bridges, , Landscaping, External Electrification works.																																

1.2	<p>The brief description and the objectives of the assignment are:</p> <p>Location: The Project site is strategically located near Chitral.</p> <p>Background: The University of Chitral was established by the Government of Khyber Pakhtunkhwa vide Higher Education, Archives and Libraries Department notification No. SO(UE-II) HE/3-1/2016 dated 10 April 2017 duly merging and upgrading the sub-campuses of Abdul Wali Khan University Mardan and Shaheed Benazir Bhutto University Sheringal, Dir (Upper) that were already operating in Chitral since 2011. Consequently, all the movable / properties and assets/liabilities including the employees were transferred to the University of Chitral w.e.f 1st July 2017. Therefore, the University is currently operating in the sub-campus inherited from the Abdul Wali University Mardan.</p> <p>The HEC has approved another PC-I titles “Establishment of the University of Chitral (Phase-I)” @ cost Rs. 1724.458 million with a cost of Civil Works @ Rs. 1,187.556 million comprising the following civil works for which the consultancy services are required.</p> <p>Details of Civil Works are under:-</p> <ol style="list-style-type: none"> i. Academic Block ii. Administration Block iii. Construction of 02 Faculty/Staff Hostel iv. Construction of Girls’ Hostel (1) v. Construction of Boys’ Hostel (1) vi. Guest House vii. Multipurpose Hall + Community Centre viii. Central Library ix. Electrification x. External Services (Construction of Boundary Wall, Main gate of university, Security Check Posts, Internal roads /footpaths, Parking Area, Water Supply System, Sewerage System, 2 bridges, , Landscaping, External Electrification works). <p>Objectives:</p> <p>The overall objective of the consultancy services is to carry out Master Planning, Placing new structures according to plan, Detail architectural and</p>

	<p>engineering design, and detailed Construction Supervision of the works approved in the project.</p> <p>Specific objectives are:</p> <ol style="list-style-type: none"> i. Feasibility study of the site. ii. Topographic survey (Digital) and preparation of contour plans. iii. Geo-Technical investigation of sites including field or laboratory tests (soil test etc). iv. Implementation of by laws of local authorities, buildings and fire etc and general observance of architectural and engineering standards. v. Master Planning vi. To plan state of the art University Buildings / infrastructure including all internal and external facilities in compliance of standard guidelines / codes and prevailing laws of the Government. vii. Propose different alternatives and select the best one in consultation with the Client. viii. Preparation of Economical Detailed designs, and preparation of all bidding documents and construction drawings etc. ix. Assistance in Procurement of contractors for construction x. Supervise the construction activities and maintain the quality and progress for timely completion of the project. xi. Prepare and maintain daily/ weekly/ monthly reports about the progress, both physical and financial on all activities of the project. xii. Completion of the proposed new construction facilities and issuance of completion certificate after fulfillment of all pre-requisites. xiii. Details are provided in the TORs.
1.3	<p>Phasing of the Assignment, if any :</p> <p>A. Data Collection, Survey & Investigation Stage:</p> <ol style="list-style-type: none"> i. Feasibility study of the site. ii. Topographic survey (Digital) and preparation of contour plans. iii. Geo-Technical investigation of sites including field or laboratory tests (soil test etc). iv. Implementation of by laws of local authorities, buildings and fire etc and general observance of architectural and engineering standards.

B. Preliminary Design Stage:

- v. Evaluating the client's requirement analytically and technically for preparation/presentation of concept clearance plan to client/end users while designing and planning various components of the project.
- vi. Preparation/presentation of site plan, describing and illustrating preliminary architectural design/outline proposal i/c 3D views of proposed buildings.
- vii. Evaluating feedback of the client for further improvement in the design.
- viii. Vetting of any design from specialized govt/semi govt. organization if deemed necessary by the client.
- ix. Making final presentation after incorporating feedback of the client.

C. Master Planning/Design Development Stage:

- i. Preparing, describing and illustrating preliminary Master Plan of the project showing proposed structures, internal roads, pavement network, parking area, and open spaces etc, as per engineering/architectural standards/Provision of facilities for special persons.
- ii. Preparing and submission preliminary master plan report of the project.
- iii. Preparation and submission of final Master plan of scheme with allied accommodation along with outline utilities plans.
- iv. Preparation of detailed Architectural and structural design of all buildings and allied structures as per prevailing architectural and engineering codes.
- v. Preparation & Submission of detailed working/construction drawings of each and every component of building in soft and hard form.
- vi. Preparation of modified drawings without additional charges if required by the client during design/approval/construction.
- vii. Preparation of detail layout plan. Architectural and structural design incorporating all allied electrical, mechanical and other internal and external services i.e. Telephone, water supply, sewerage, drainage, firefighting and fire alarm system, Sui gas, landscaping, roads, paths, street lights, cross drainage and sewerage disposal work, storm water drainage system, security system & CCTV.
- viii. Preparation of Interior Design detail for the Incubation Centre and Library keeping in view the purpose and equipment of the said buildings.
- ix. Preparation of design/drawings/specification/load calculation of electrical systems with external electrification, such as substation, street lights etc.

	<ul style="list-style-type: none"> x. Preparation of standard design/drawings/specifications for solar system complete in all respect. xi. Preparation of design and drawings of ground water reservoirs, overhead tanks, tube wells and allied structures. xii. Preparation cost estimates with rate analysis for Non-scheduled items. xiii. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy. xiv. Preparation of complete tender documents/cost estimate/variation order/BOQs. xv. Submission & recommendation of Detail Cost estimate for accord of Technical sanction by the competent forum. <p>D. Tender Assistance Stage:</p> <ul style="list-style-type: none"> i. To assist the client in pre-qualification/post-qualification of Contractors by adopting standard procedures. ii. To prepare NIT as per requirement of the project. iii. Preparation of Biding Documents with specific provision to minimize disruption/damage to the environment and local settlements due to construction. iv. Preparation of essential terms & conditions which should not be in conflict with any rules to avoid complications. <p>E. Supervision Stage (Detailed Resident Supervision):</p> <ul style="list-style-type: none"> i. To ensure that work on the project are completed within 24 to 30 months. ii. The quality and quantity assurance shall be the sole responsibility of the consultants being the Engineer-in-Charge of the Project. iii. Full time detailed supervision of the scheme from start of the work till final satisfactory completion of all components as mentioned in the scope of the work. iv. Developing and ensuring Quality Assurance mechanism as per Engineering / Architectural standards. v. Expediting progress at the site as per work plan for timely completion of the project. vi. Preparation & presentation of monthly progress report or any review / report to the client. vii. Taking measurements of work done carried out by the contractor, preparation, submission and verification of interim payment certificates (IPC) including final bill, security and any other advances extended to the contractors / sub-contractor (if any) as per Government rules. viii. The detailed construction supervision shall include planning, guidance, programing, inspection, monitoring of construction activities,
--	---

	<p>contractor's performance, quality /quantity control, implementation of work plans, drawings, design and specifications, preparation and verification of variation orders including drawings / sketches, correspondence with the contractor in capacity of the engineer in charge, and to maintain a good liaison with the client office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work in the best Govt. interest.</p> <p>F. Post Completion Stage:</p> <ol style="list-style-type: none"> i. Submission of As-built drawings / inventories / Project Completion report after successful completion of the project. ii. The consultants will be accountable for any defects or losses or damages as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work being the Engineer In-charge.
1.4	Pre-Proposal Conference: Not required
1.5	<p>The Employer shall provide the following inputs:</p> <ul style="list-style-type: none"> • Close Coordination • Identification of Project Scope and objectives etc. • Assistance to get approval from relevant local bodies, if any.
1.6	<p>Selection Procedure:-</p> <p>The Consultants shall be selected under the selection method of Quality cum Cost Based Selection (QCBS)at. The procedure for opening of proposals will follow the principles of P.E.C. Single Stage-two envelope procedure, which is presented as follows:-</p> <ol style="list-style-type: none"> (i) <i>The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal and evaluation to be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.</i> (ii) <i>Initially, only the envelope marked “TECHNICAL PROPOSAL” be opened and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened.</i> (iii) <i>The procuring agency shall evaluate the technical proposal in a manner prescribed in advance in the RFP, without reference to the price and reject any Technical Proposal which manifests material deviation from the specified requirements.</i> (iv) <i>During the technical evaluation no amendments in the technical proposal shall be permitted. After the evaluation and approval of the TECHNICAL PROPOSAL, the procuring agency, shall at a time within the bid validity period, publicly open the FINANCIAL PROPOSALS of the technically qualified firms at a time, date and venue announced and communicated to</i>

	<p><i>the Consultants in advance for the attendance of their authorized representative duly notified in advance.</i></p> <p><i>(v) The proposals found to be highest ranked determined after the combined evaluation of TECHNICAL and FINANCIAL proposals obtaining highest total combined score as per prescribed procedure in the RFP shall be accepted.</i></p>
1.7	<p>The Documents are:</p> <ol style="list-style-type: none"> 1. Data Sheet 2. Technical Proposal Forms for consultancy services 3. Financial Proposal Form for consultancy services 4. Terms of Reference (TOR) 5. Appendices etc. 6. Draft Form of Contract
1.8	<p>The address of the Personnel for seeking clarification is:</p> <p>Project Director Establishment of the University of Chitral (Phase-I) ph. #: 0943-415001 Fax #: 0943-415002 Email: pdeduchp1@uoch.edu.pk URL – uoch.edu.pk</p>
1.9	<p>Proposed key staff shall be employees, who are employed with the respective Consultant for at least six months prior to submission of this proposal:</p> <p>The Consultant has to submit verifiable proof of employment failure to which results in non-consideration of staff.</p>
2.0	<p>The minimum required experience of proposed key staff during:</p> <p>(A) <u>Planning & Designing Phase</u></p> <ol style="list-style-type: none"> 1. The Team Leader should be Master’s Degree in Civil Engineering, having at least 20 years of comprehensive experience and exposure to various Projects predominantly of design of Educational Buildings along with the master planning of area, of similar magnitude and complexity. 2. Senior Architect should have Bachelor’s Degree in Architecture, with minimum of 15 years of experience of designing of multistory buildings in general. 3. Senior Structural Engineer should have a Master Degree in Structure Engineering with minimum 10 years of experience on design of multistory buildings, culverts, retaining and protective structures especially in High Seismic Areas (Zone 3 & Zone 4 as per building code of Pakistan). 4. Environmental/ Geotechnical Engineer should have Bachelor’s Degree in environmental sciences/Environmental Design with minimum

	<p>of 10 years of experience in supervising and managing environmental health and safety on site.</p> <p>5. Quantity Surveyor should have B Tech with minimum 10 years of experience of preparation of BOQ, estimates.</p> <p>6. Contract Engineer should have Bachelor's Degree in Civil Engineering minimum 20 years of experience of preparation of bidding document.</p> <p>7. Electrical Engineer should have Bachelor's Degree in Electrical Engineering with minimum of 10 year experience.</p> <p>(B) Construction Supervision Phase</p> <p>1. Resident Engineer with minimum of 10 years of experience in construction supervision of building and infrastructure works.</p> <p>2. Site Engineer with minimum 5 years of relevant experience in construction supervision of Buildings & infrastructure works.</p> <p>3. Quantity Surveyor should have minimum of 10 year experience.</p> <p>4. Site Inspector with minimum of 10 years of experience in construction supervision.</p>																		
	<p>Following supervision staff will be deputed on site by the consultant during supervision phase,</p> <table border="1"> <thead> <tr> <th>SN</th> <th>Description</th> <th>No.</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Resident Engineer</td> <td>01</td> </tr> <tr> <td>2</td> <td>Site Engineer</td> <td>01</td> </tr> <tr> <td>3</td> <td>Quantity Surveyor</td> <td>01</td> </tr> <tr> <td>4</td> <td>Site Supervisor</td> <td>02</td> </tr> <tr> <td>5</td> <td>More staff like electrical supervisors, Plumbing supervisors, HVAC or ICT Supervisors</td> <td>According to the site requirements and project needs</td> </tr> </tbody> </table>	SN	Description	No.	1	Resident Engineer	01	2	Site Engineer	01	3	Quantity Surveyor	01	4	Site Supervisor	02	5	More staff like electrical supervisors, Plumbing supervisors, HVAC or ICT Supervisors	According to the site requirements and project needs
SN	Description	No.																	
1	Resident Engineer	01																	
2	Site Engineer	01																	
3	Quantity Surveyor	01																	
4	Site Supervisor	02																	
5	More staff like electrical supervisors, Plumbing supervisors, HVAC or ICT Supervisors	According to the site requirements and project needs																	
2.1	Costs shall be expressed in currency (s) :- Pakistani Rupees																		
2.3	<p>The number of copies of the Technical Proposal required is:</p> <p>Original <u>One (1)</u> Copies <u>Two(2)</u></p> <p>The number of copies of the Financial Proposal (in sealed envelope) required is:</p> <p>Original <u>One (1)</u> Copies <u>Two (2)</u></p>																		
2.4	The date, time and address for the Technical proposal opening as per NIT																		
2.5	Validity of the proposal is : 90 Days																		
2.8	The weights given to the Technical and Financial Proposals are:																		

	Technical: <u>80</u> Financial: <u>20</u>
2.9	The Government taxes will be deducted from the Consultant as per rules.
3.0	The assignment is expected to commence on: <u>To be informed later on</u> Time Period for this assignment is: [30 Months] Design Phase: [06 Months] Detail Construction Supervision Phase : [24 Months]
3.1	Only office space will be provided by the client & all Site Facilities including transport to Consultant Site Staff will be provided by consultant.
3.2	Consultant will return the endorsed RFP (each page must be signed) along with the proposal.

Sincerely,

[Project Director]

[Estab. University of Chitral, Phase-I]

Enclosures

- Sample Forms for:-
- Technical Proposal
- Financial Proposal
- Terms of References
- Contract for Engineering Consultancy Services

APPENDIX-I

TECHNICAL PROPOSAL FORMS

Summary of Similar Projects (HEI's / Universities)

A maximum of 10 projects of worth Rs.500 million+ each, ongoing / completed in the last ten (10) years

SN	Name of the Project	Location Province/ Country	Client & Contact No.	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates)	Handled as: Single Firm/: S Lead Firm/: L Joint Venture :J Partner	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm (in case of JV)	Scope of Services Feasibility : F Survey & Invest.: S Quality Control: Q Project Monitoring: M O & M: O Design : D Procurement: P Construction Superv.:C	Additional Information (if any)

Completion certificates of completed and performance certificate of ongoing project be provided duly signed by the authorized person of the clients.

University of Chitral has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weightage/credit shall be given for that assignment. In case of negative feedback from 2 or more clients, may to disqualify the consulting firm/JV.

DETAIL OF FIRM'S REFERENCE

Relevant experience of HEI's/ Univ. only in similar projects of worth Rs.500 million+ each carried out in the last ten (10) years which best illustrate specific qualifications

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

1. Assignment Name:		2. Country:
3. Nature of Contract - On man-month basis - On lump sum basis		
4. Location within Specific Country:		5. Professional Staff provided by your Firm:
6. Name of Client:		7. No. of Staff:
8. Address of Client:		9. No. of Staff Months:
10. Start Date (Month/Year):	11. Completion Date (Month/Year):	12. Approx. Value of Services (in Current USD/Rs.)
13. Name of Associated Firm(s), if any:		14. No. of Months of Professional Staff provided by Associated Firm(s):
15. Name of Senior Staff (Project Director/Coordinator, Team Leader, Architect, Structural Engineer etc.) and Supervision staff (including Resident Engineer, Site Engineer, Quantity surveyor , Sub Engineer) involved and functions performed:		
16. Narrative Description of Project :		
17. Description of Actual Services Provided by Your Staff:		

Signatures of Authorized Representative _____

Summary of General Work Assignments (other than HEI's / Universities)

**A maximum of 10 general building projects of Govt. Sector (other than HEI's/Universities) of worth Rs.500 million+each,
Ongoing/completed in the last ten (10) years**

SN	Name of the Project	Location Province/ Country	Client & Contact No.	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates)	Handled as: Single Firm/: S Lead Firm/: L Joint Venture :J Partner	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm (in case of JV)	Scope of Services Feasibility : F Survey & Invest.: S Quality Control: Q Project Monitoring: M O & M: O Design : D Procurement: P Construction Supervision :C	Additional Information (if any)
----	---------------------	----------------------------------	-------------------------------	-----------------------	---	--	------------------------------------	--	--	------------------------------------

Completion certificates of completed and performance certificate of ongoing project be provided duly signed by the authorized person of the client(s).

University of Chitral has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weightage/credit shall be given for that assignment. In case of negative feedback from 2 or more clients, may to disqualify the consulting firm/JV.

DETAIL OF FIRM'S REFERENCE

**Detail of firms' experience with general building projects of worth Rs.500 million + each
carried out
in the last ten (10) years which best illustrate specific qualifications**

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

1. Assignment Name:		2. Country:
3. Nature of Contract - On man-month basis - On lump sum basis		
4. Location within Specific Country:		5. Professional Staff provided by your Firm:
6. Name of Client:		7. No. of Staff:
8. Address of Client:		9. No. of Staff Months:
10. Start Date (Month/Year):	11. Completion Date (Month/Year):	12. Approx. Value of Services (in Current USD/Rs.)
13. Name of Associated Firm(s), if any:		14. No. of Months of Professional Staff provided by Associated Firm(s):
15. Name of Senior Staff (Project Director/Coordinator, Team Leader, Architect, Structural Engineer etc.) involved and functions performed:		
16. Narrative Description of Project :		
17. Description of Actual Services Provided by Your Staff:		

Signatures of Authorized Representative _____

**CONSULTANTS WRITTEN MATERIAL ON UNDERSTANDING OF
THE OBJECTIVES OF THE ASSIGNMENT,
APPROACH AND METHODOLOGY,
PROPOSED FOR PERFORMING THE ASSIGNMENT FOR:-**

- (1) Detailed Design of Buildings**
- (2) Documentation (Bidding Documents)**
- (3) [Conceptual Design of buildings, Master plan layout, Technical approach, and methodology and work plan are key components of the Technical Proposal. Consultants are suggested to present the Technical Proposal divided into the following chapters]**

- (a) Technical Approach & Methodology*
- (b) Conceptual Design / Work Plan, and*
- (c) Organization and Staffing*

(a) Technical Approach and Methodology

The written material on Approach and Methodology is the reflection of the consultants' knowledge, experience and expertise in relevant field. Technical approach & methodology should clearly deliberate the consultants line of action to perform the specific job as per given scope of work.

The Consultants Methodology may include other parameters and innovativeness as to how the Consultants intend to address the issues with the state of the art technology, if they are considered for the award of the work.

(b) Conceptual Design / Work Plan

In this Chapter Consultants should submit the conceptual design of buildings and basic Master Plan suggestion for Clients' review and numbering. The proposed Work Plan should be consistent with technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of final documents, including reports, drawings and tables to be delivered as final output, should be included here.

(c) Organization and Staffing

In this Chapter Consultants should propose the structure and composition of team. Consultants should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Facilities to be provided by the client;

1.

2.

3.

4.

5.

6.

Etc.

Summary of Proposed key Professionals

SN	Description	Team Leader	Senior Structural Engr.	Senior Architect	Public Health Engineer	Resident Engineer	Electrical Engineer	Geo-technical Engineer
		Name	Name	Name	Name	Name	Name	Name
A	Academic & General Qualification							
	a. Bachelors (Specific Discipline)	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
	b. Masters (Specific Discipline)	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
B	Professional Exp. Related to Assignment							
B-1	Specific							
	a. Experience in Lead Position	Yrs	Yrs	Yrs	N/A	N/A	N/A	N/A
	b. Experience as senior professional	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs
	c. Experience as Junior Professional	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs
B-2	General Experience	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs

FORMAT OF CURRICULUM VITAE

1. The Discipline/ Expertise :
2. Name of the Firm :
3. Name of Nominee :
4. Date of Birth :
5. Years with the Firm :
6. Nationality :
7. PEC Registration/
Membership No. :
8. Key Qualifications : (Provide an outline of the nominee's
experience)
9. Academic Qualification :
10. Employment Record :
11. Languages and Degree of Proficiency : (In speaking, reading and writing as
Excellent-Good-Fair-Poor)
12. Certification I, the undersigned, certify that, to the best of my
knowledge and belief, these bio-data correctly
describesmyself, my qualifications and my experience.

Signature:

Dated: day/month/year

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/Activities	Monthly Plan from date of assignment (in the form of a Bar Chart)																														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	

Completion and Submission of Reports

Reports	Date

Power of Attorney

[IMPORTANT NOTICE: Power of Attorney to be printed on stamp paper signed and notarized. In the case of a Pakistani Attorney, a copy of his national identity card (“NIC”) should be attached with the Power of Attorney. In the case of a non-Pakistani Attorney, a copy of his passport should be attached.]

Instructions for Consulting Firm

If the Consulting Firms are a Consortium each firm of the Consortium (other than the Lead firm) shall furnish a Power of Attorney authorizing the Lead firm and on their behalf.

KNOW BY ALL MEAN THAT by this Power of Attorney, _____ [*Insert name of Consortium firm*] having its registered office at [-----], does hereby nominate, appoint and authorize _____ [the Lead Firm] having its registered Head Office at (_____) hereinafter referred to as the

“Attorney”, to:

- sign and submit to University of Chitral, or its authorized nominee the EOI and all other documents and instruments required to submit EOI for Consultancy service for feasibility studies, Surveys & Investigation preparation of tender design, tender documents, Detail Design and construction supervision.;
- execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- do and carry out all other actions as may be required by University of Chitral in connection with the Consultancy service feasibility studies, Surveys & Investigation, preparation of tender design, tender documents, detail design and construction supervision ;
- to immediately notify University of Chitral in writing of any impending or

actual revocation as well as any change in the terms of this Power of Attorney.

_____ *[Insert name of Consortium Firm]* does hereby ratify and confirm whatever the Attorney shall do by virtue of these present.

WITNESSES:

[INSERT NAME OF GRANTOR]

1. _____

For:

2. _____

By:

Its:

NOTARY PUBLIC:

APPENDIX-II

FINANCIAL PROPOSAL FORM

S N	Description	Units	Qty	Quoted Unit Rate (Pak Rs.)	Quoted Amount (Pak Rs.)
1	Feasibility study of the site.	Lump Sum	1		
2	Topographic survey (Digital) and preparation of contour plans.	Lump Sum	1		
3	Geo-Technical investigation of sites including field or laboratory tests (soil test etc).	Lump Sum	1		
4	Master Planning	Kanal	xxxx		
5	Sub Soil Investigation of the building sites of all buildings mentioned in ToR's having total covered area of 238,317 sft as per PC-I. This investigation shall be got done from a reputed sub soil investigation firm. Note:(Number and the depth of boreholes to be determined by the Consultant according to best engineering practice)	(Boreholes / locations to be determined by Consultants)	LS		
6	Electrical Resistivity Survey of the Campus site conducted by a renowned hydro geologist for Installation of Tube Wells at best possible site as per ToR's. The reliability and the authenticity of survey shall be the responsibility of the Consultant.	Lump Sum	1	-	
7	Detailed Architectural / Engineering Designing of the buildings mentioned in the PC-I according to local bylaws, Preparation of Tender Documents including tender drawings, BOQs, Engineer Estimates, 10 sets of Tender / Bidding Documents, Bids Evaluation, recommendations for Contract award for the buildings mentioned in ToR's having covered area of 238,317 sft including all allied internal / external services / development as mentioned in the ToR's, approved PC-1 scope and site requirement. (Consultants shall gather all relevant information from client and complete the design / bidding within specified period as per end user requirement.).	Sft	238,317		
8	Detailed Construction Supervision of all the buildings and external developmental works, services as mentioned in the ToR's including				

S N	Description	Units	Qty	Quoted Unit Rate (Pak Rs.)	Quoted Amount (Pak Rs.)
	quality assurance, contract administration, and certification of contractor's payments fulfilment of all codal formalities / government audit requirements. Payment shall be made according to the deployment of staff at site as under				
	a). Resident Engineer	Per Months	24		
	b). Site Engineer	Per Months	24		
	c). Quantity Surveyor	Per Months	24		
	d). Site Inspector	Per Months	24		
GRAND TOTAL (Pak Rs.)					
Total Amount in words:					

Important Note:

- i. The quoted rate lump-sum cost includes all Salary, direct or indirect Cost, technical support of other resources, (Non Salary Cost, overheads & Contingencies, Govt. taxes etc) & there will be no additional payment admissible on part of the client.
- ii. Supervision charges will be paid on the basis of Physical progress at the site duly supported by progress report as per schedule and agreement.
- iii. 10 % of each payment shall be retained until successful completion of defect liability period of the project. The retained amount shall be released after Consultants issues defect liability certificate, as built drawings in (AutoCAD, PDF and hard form) and final structures safety/ stability certificates.
- iv. No payment will be made to the consultants regarding increase in completion cost due to the variation in quantities occurring due to miscalculation of quantities / incorrect estimation by the consultants.
- v. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any).
- vi. Above quoted rates should be inclusive of all applicable government taxes which will be recovered at source at the time of making payment.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Stamp/Seal: _____

TERMS OF REFERENCE (TOR)

FOR

HIRING OF ENGINEERING/ARCHITECTURAL CONSULTING FIRM

FOR

PLANNING, DETAIL DESIGN & CONSTRUCTION SUPERVISION OF

“ESTABLISHMENT OF THE UNIVERSITY OF CHITRAL (PHASE-I)”

December 2020

1. Introduction:

The University of Chitral under the PSDP funded projects titled as “**Establishment of the University of Chitral (Phase-I)**” intends to hire Engineering/Architectural consulting firm for Detailed Planning& Design, Engineer’s Estimates, Bid Documents Preparation/ Bids Evaluation for hiring of Contractor & detailed Construction Supervision of the project buildings and external developmental works/services of university.

2. The Project:

Planning and Designing of new structure proposed under referred project for Master Plan, Prequalification of the contractor, Preparation of Tender Documents, bids invitation, bids evaluation and detailed Construction Supervision for proposed buildings having approximate covered area mentioned against each building, as approved in the PC-I and detail as under along with related site development and infrastructure at University of Chitral.

SN	Description	Proposed Scope / Assignment
1	Academic Block	88,351 sft
2	Administration Block	28,833 sft
3	Construction of 02 Faculty/Staff Hostel	25,780 sft
4	Construction of Girls’ Hostel (1)	29,639 sft
5	Construction of Boys’ Hostel (1)	29,639 sft
6	Guest House	7,228 sft
7	Multipurpose Hall + Community Centre	14,878 sft
8	Central Library	13,969 sft
9	Electrification	Electrification of the campus
10	External Services	Construction of Boundary Wall, Main gate of university, Security Check Posts, Internal roads /footpaths, Parking Area, Water Supply System, Sewerage System, 2 bridges, , Landscaping, External Electrification works.

3. Scope of Work / Services:

The Following is expected from the selected consultant for above mentioned works & services and will be deemed to be inclusive in the quoted rates, in the financial proposal forms:

3.1 Data Collection, Survey & Investigation Stage:

3.1.1 General Site Information.

- 3.1.2 Feasibility study of the site.
- 3.1.3 Topographic survey (Digital) and preparation of contour plans.
- 3.1.4 Geo-Technical investigation of sites including field or laboratory tests (soil test e.g. Moisture contents, Atterberg's limit, Specific Gravity, Dry Density, Proctor Test, P.B.T, F.D.T etc.).

3.2 Preliminary Design Stage:

- 3.2.1 Evaluating the client's requirement analytically and technically for preparation/presentation of concept clearance plan to client/end users while designing and planning various components of the project.
- 3.2.2 Preparation/presentation of site plan, describing and illustrating preliminary architectural design/outline proposal i/c 3D views of proposed buildings.
- 3.2.3 Preparation / Presentation of detailed structural design mentioning the details of structural members.
- 3.2.4 Evaluating feedback of the client for further improvement in the design.
- 3.2.5 Vetting of any design from specialized govt/semi govt. organization if deemed necessary by the client.

3.3 Master Planning, Design & Tender Stage:

- 3.3.1 Preparation of Master Plans and Designs of Buildings as per scope mentioned earlier as per the Client requirements and carrying out the studies, consultations and discussions on updating the Client's requirements.
- 3.3.2 Collection of project requirements and scope of work from the Client/User Department. The Client will be bound to provide all details in a fortnight.
- 3.3.3 Evaluating the Client's requirement analytically and technically while designing and planning various components of the Project and adjusting it according to approved scope of PC-1.
- 3.3.4 The successful bidder will submit preliminary design of Buildings within one month of receipt of work order.
- 3.3.5 The successful bidder will submit final design of Buildings within one month of receipt of approval of preliminary design after incorporating changes proposed by the client.
- 3.3.6 Sub Soil Investigation for all buildings, Electrical Resistivity tests for installation of tube wells, Topographical Survey, Hydrological survey & in line with existing master plan of new campus.
- 3.3.7 a). Preparation, describing and illustration of preliminary Architectural/ Engineering design(s) proposals of the project Buildings with detail of

plans, floor plans, elevations (with 3-D model proposals), finishes, allocation of spaces, scheme of structural framework and proposal for utilities etc. keeping in view latest building codes, disabled access at all floors and other requirements as well as provision of emergency exits.

b). Detailed Architectural/Engineering design of external developmental works & services (External Electrification, Water Supply system including tube wells installation, pump house, OH storage tanks, distribution lines etc., Sewerage System, Natural Gas network (in case of availability), ICT infrastructure, Foot paths, Parking's, Walkways, Landscaping/horticulture irrigation system, Roads, Storm Water Drainage System ,Boundary Wall/fencing , Street/Perimeter security lights, CCTV security system etc.)

- 3.3.8 Preparation of Tender/Construction documents including Drawings, Bill of Quantities (BoQs)/Engineer Estimates, specifications and Bid Documents for all proposed works.
- 3.3.9 Making presentations at various stages of Designing as per requirement of the Client and sponsoring agency (HEC).
- 3.3.10 Assist the Client in Co-ordination of all technical matters with Development Agencies for external service like electrical connections (internal & external), ICT / telephone commutation, external & internal Gas network, water connection, sewerage water disposal etc.
- 3.3.11 Preparation of 3-D Elevations / views of proposed buildings and presentation thereof to the client and other related authorities matching / comparing with existing buildings.
- 3.3.12 Preparation of detailed specifications and such particulars as may be necessary for the preparation of bills of quantities.
- 3.3.13 Preparation of detailed bills of quantities and conditions of contract as per PEC By-Laws and final cost estimates along with detailed measurement sheets and their submission before tendering.
- 3.3.14 Preparation of Tender Documents in respect of the project. Rendering all necessary assistance to the Client in pre-qualification of contractors, invitation and scrutiny of bids and matters incidental thereto.
- 3.3.15 Evaluation of bids, preparation of reports, providing rate analysis of the quoted bids / rates at par with Government approved scheduled of rates and advice soliciting on awarding of works/assignment(s).
- 3.3.16 Preparation and submission of work plan bases on MS Project or primavera.
- 3.3.17 Ensuring that all the building will be energy efficient, compliant of Building Code of Pakistan, Fire Prevention & Safety Regulations-2016 and Earth Quake resistant, friendly for special / disabled people and other similar

regulations formulated by the Government from time to time. The consultant shall have to certify in this regard.

3.4 Construction Supervision Stage:

The scopes of services includes but not limited to;

- 3.4.1 Detailed site supervision to ensure that the construction work proceeds and is completed in accordance with the approved construction drawings, technical specification, conditions of contract and bill of quantities.
- 3.4.2 Monitoring progress of construction through construction schedule. Preparation, maintaining daily work report of each site, weekly and monthly progress reports as per standard practice and as and when required by the Client.
- 3.4.3 To maintain a good liaison with the Client office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work in the best public interest.
- 3.4.4 Coordination among the various disciplines and agencies concerned with the execution of the Project.
- 3.4.5 Introducing necessary measures at site to avoid any cost overrun and delay during execution and advise remedial measures where require to keep smooth execution of the project in close coordination with client.
- 3.4.6 Developing and ensuring Quality Assurance mechanism as per standard engineering practices of check requests and test results of various materials and activities in the logical sequence.
- 3.4.7 Maintaining test reports of materials from recognized Laboratory, regarding quality, finish, and strength requirements. The quality and quantity assurance shall be the sole responsibility of the consultants in the capacity of the Engineer.
- 3.4.8 Scrutiny and approval of shop drawings and the specimens of item of material intended to be used in the Project and prompt approval of submittal.
- 3.4.9 Scrutiny of statement of the payment (IPCs) submitted by the Contractors for payment. Ensuring compliance of all codal formalities / prescribed engineering practices / Govt. rules during execution and processing / verifying payments.
- 3.4.10 Preparation of Measurement Book (MB) of each IPC/ Bill and verification thereof, as per work done according to Government Audit requirements.

- 3.4.11 Holding Monthly meetings with the Client and the Contractor to review progress and resolve the issues, if any, according to best project management techniques.
- 3.4.12 Assisting the Client in taking over the completed works including preparation of punch list and issuance of substantial completion Certificate.
- 3.4.13 Observe deficiencies/defects and pursue rectification with the construction contractor as per contract conditions during Defect Liability Period.
- 3.4.14 Final inspection at the end of Defects Liability Period and issuance of Defects Liability Certificate and final payment certificate.
- 3.4.15 Vetting, approving and submitting to the Client, as built drawings to be prepared by the Contractor(s) at the end of the Contract.

3.5 Deployment of Consultant's Staff:

- 3.5.1 The Consultant shall provide one Resident Engineer with 15 years' experience in building construction and two Graduate Civil Engineers with 10 years' experience in building construction along with adequate staff for construction supervision of on-going works at site. The staff strength may be determined on the basis of quantum of construction, in progress at site, at any given time. The nominated Resident Engineer will be responsible for overall supervision, quality control and payment certifications. The nominated Resident Engineer will be assisted by full time inspector/inspectors (as per job requirement) and part time Professional/para-Professional staff for Works of various specialties. The qualification of the inspectors or para professional staff will be DAE with 10 years' experience in relevant field.
- 3.5.2 The Consultants will depute one Electrical engineer for supervision of Electrical / Mechanical works having 10 years relevant experience.
- 3.5.3 The above arrangement will hold good till substantial completion of the works and handing over of the works to the Client. During Defect Liability Period of 1 year after handing over to the Client, casual supervision by inspector and Engineer will be provided as per requirement of the Project.
- 3.5.4 All Govt. Taxes will be deducted at source as per prevailing Rules.
- 3.5.5 Any other condition with the consent of both the parties.

3.6 Post Completion Stage:-

- i. Submission of As-built drawings / inventories / Project Completion report / PC-IV, other project documents and all correspondence made with the contractor/Client/other agencies after successful completion of the project.
- ii. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.

- iii. Processing and recommendation of contractor's security after successful completion of defect liability period.
- iv. The consultants will be accountable and shall indemnify the Client against defects, losses, damages and overpayment (if any) as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work.

3.7 Deliverables by the Consultant:-

a. Detailed Design

i)	Reports of Feasibility study, Topography Surveys, Geo-Technical Investigations, Inception Report / Preliminary Design including all investigation reports like sub soil investigation, electrical resistivity survey etc.	5-Copies
iii)	Multiple Presentations	Max 10
iii)	Final Design and subsequent changes for approval of HEC	15-Copies
iv)	Engineer's Cost Estimates	5-Copies
v)	Submission Drawings for approval, if required	5-Copies
iii)	Tender Drawings / BoQs, Specifications, Bidding Documents.	10-Copies
iv)	Bid Evaluation Report.	5-Copies
v)	Working Drawings.	10-Copies

b. Construction Supervision

i)	Monthly Progress Report	3-Copies.
ii)	Shop Drawings	3-Copies
iii)	Maintenance of material test reports	3-Copies
iv)	Maintenance of site construction record, Guarantees, Policies etc	3-Copies
v)	Payment Certificates & Measurement Books	As per requirement
ii)	Project Completion Report	3-Copies.
iii)	As built drawings	5-Copies.
iv)	Post Completion Report	5-Copies

DRAFT CONTRACT

Consulting Services

Lump-Sum

Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

FORM OF CONTRACT (Lump-Sum)

This Contract is made on the _____ day of _____ 20 __, between, **xxxx** (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, **xxxxx** (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

- (a) the General Conditions of Contract;
- (b) the Special Conditions of Contract;
- (c) the following Appendices:

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub consultants

Appendix D: Breakdown of Contract Price in Foreign Currency (Not for Use)

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services and Facilities

Appendix G: Integrity Pact (for Services above Rs. 10 million)

Appendix H: Leader of Joint Venture

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of

For and on behalf of

Consultants

Client

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

Seal _____

Seal _____

Witness-1

Witness-1

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

Seal _____

Seal _____

Witness-2

Witness-2

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

Seal _____

Seal _____

Witness-3

Signatures _____

Name _____

Title _____

Seal _____

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan;
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;

- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorized Representatives

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

1.7 Taxes

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

1.8 Leader of Joint Venture

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

1.9 Relation between the Parties

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

1.10 Headings

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

The term "Completion of Services" is as specified in the SC.

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) The Consultants shall inform the Client of the circumstances and probable effects;
- (b) The increase shall not be regarded as Additional Services; and
- (c) The Client shall extend the time for Completion of the Services accordingly without additional changes.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Extension of Time

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

2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period but such period shall not extend thirty working days and in such period consultants shall demobilize from project area till initiation of activities as informed by client.

2.8 Suspension of Payments by the Client

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified

in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days in the case of the event referred to in paragraph(f):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) If the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 8 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 8 hereof.

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraphs (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the

matter to arbitration pursuant to Clause 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

3.1.1 Standard of Performance

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or third parties.

3.1.2 Law Governing Services

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

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

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

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

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

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

3.5 Other Insurances to be Taken out by the Consultants

In addition to the insurance stated in Sub-Clause 3.4 above, the Consultants shall take out and maintain the various insurances as are specified in the SC, at the cost and expense of the Client.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

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

3.10 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 General

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

4.2 Description of Personnel

- (a) The title, activities of job description and estimated period of engagement in the carrying out of the Services of each of the Consultants' Personnel are described in Appendix C.
- (b) Adjustment with respect to the estimated periods of engagement of various salary grades of the Personnel set forth in Appendix C may be made by the Consultants in accordance with the actual requirements of the Contract to ensure efficient performance

of the Services, provided that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Sub-Clause 6.1(a) of this Contract.

4.3 Approval of Personnel

The Key Personnel and Subconsultants listed by title as well as by name in Appendix C are deemed to be approved by the Client. In respect of other Key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within thirty (30) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 Working Hours, Leave, Overtime, etc.

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

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

4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client;(i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

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

4.6 Resident Engineer

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) Provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;

- (b) Assist to obtain the existing data relevant to the carrying out of the Services, with various Government and other organizations. Such items shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) Issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) Provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC;
- (e) Assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract.

5.1.2 Co-ordination

The Client shall:

- (a) Coordinate for any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) Coordinate with any other consultants employed by him.

5.1.3 Approvals

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

5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to land (specified for the project components) of which access is required for the performance of the Services as specified in SC.

5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.1 (a). Rate in the Appendix-E shall be revised in case of revision in salary made in an organization due to statutory Notification. Such revised rate(s) shall be applicable from the respective date(s) of implementation of such Notification by the concerned organizations for which necessary proof shall be provided to the Client.

5.4 Services and Facilities

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Sub-Clause 6.1(b) hereinafter.

5.5 Payments

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

5.6 Counterpart Personnel

- (a) If so provided in Appendix-F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix-F, and free of charge, such counterpart personnel to be selected by the Client, with the Consultants' advice, as shall be specified in such Appendix-F. Counterpart personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix-F, the Client and the Consultants shall agree on; (i) how the affected part of the Services shall be carried out; and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1(c) hereof.

6. PAYMENTS TO THE CONSULTANTS

6.1 Cost Estimates, Ceiling Amount

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

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

- (a) Subject to the ceilings specified in Sub-Clause 6.1(a) hereof, the Client shall pay to the Consultants; (i) remuneration as set forth in Sub-Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Sub-Clause 6.2(c). Remuneration shall be subject to price adjustment as specified in the SC.

- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Sub-Clause SC 2.3 (including time for necessary travel via the most direct route) at the rates referred to, and subject to such additional provisions as are set forth in the SC.

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

6.3 Currency of Payment

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in Appendix D, and local currency payment shall be made in Pakistani Rupees.

- (b) The SC shall specify which items of remuneration and reimbursable expenditures shall be paid, respectively, in foreign and in local currency.

6.4 Mode of Billing and Payment

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

- (a) To cover payments due under Sub-Clauses 6.1 and 6.2 of this Contract, the Client shall establish a revolving fund in foreign currency and local currency accounts, each account to be separately and distinctly maintained by the Consultants, and shall deposit into the said accounts, amounts in the currencies specified above as follows:

- (i) Not later than thirty(30) days following the signing of Contract by both the Parties amounts estimated to be the requirements in the respective currencies for the three (3) months of the Services immediately following the signing of Contract calculated on the basis of the applicable estimates set forth in Appendices D and E.
- (ii) Not later than the 15th day of each succeeding month, the amount equal to the preceding monthly estimate in accordance with Appendices D and E shall be recouped by the Client in the revolving fund against foreign currency and local currency amounts.

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

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

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

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

approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) days period, gives written notice to the Consultants specifying in detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within fifty six (56) days after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above. The Client shall cause the final payment to the Consultants within fifty six (56) days of receipt of final invoice from the Consultants, after completion of Services finally accepted along with the final report and statement of the Consultants by the Client.

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

6.5 Delayed Payments

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

6.6 Additional Services

Additional Services means:

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

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

6.7 Consultants' Entitlement to Suspend Services

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

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

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith

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

7.2 Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Sub-Clause shall give rise to a dispute subject to arbitration in accordance with Clause 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

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

8.2 Dispute Settlement

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

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

9. INTEGRITY PACT

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

- (a) Recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Subconsultant, agents or servants;
- (b) Terminate the Contract; and 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 Subconsultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made

under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

III. SPECIAL CONDITIONS OF CONTRACT

Clause No. Amendments of, and Supplements to, Clauses in the General Conditions of
of GC Contract

1.1 Definitions

(p) "Project" means XXXXXXXXXX.

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

XXXXXXXXXX

Telephone : xxxxxxxxxxx

Mobile : _____

E.Mail : xxxxxxxxxxxxxxx

For the Consultants:

XXXXXXX

Telephone :

Facsimile : _____

E.Mail : _____

1.7 Taxes

All taxes shall be paid by consultant as per government law (both federal and provincial) for consultants. Client shall deduct all professional and other taxes from consultants in each payment.

1.8 Leader of Joint Venture

The leader of the Joint Venture is .xxxxxxxxxxxxxxxx

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is; fourteen working days after signing of Contract by both the Parties.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be sixty (60) days.

2.3 Commencement of Services

The Consultants shall commence the Services within fifteen (15) days after the date of signing of Contract Agreement for Design Phase. The consultants shall notify the date of commencement of services. The commencement of construction supervision phase shall be date of award of civil contract to contractor. The consultant shall deploy staff/engineers to site as per project requirements at site, subject to approval from client or Competent Authority.

2.4 Expiration of Contract

The period of completion of Services excluding defect liability period shall be six (06) months for Design phase after effectiveness of contract and forty eight (48) months for Supervision phase from the Commencement Date of the Services/works by the contractor. However consultants shall provide services after completion of period of project with no extra charges as per conditions given in RFP.

Completion of Services “Completion of Services means verification of As Built Drawings submitted by contractors for all components of the project and approval of completion report by client submitted by the consultants.

3.1 Insurance to be taken out by the Consultants

The risks and the coverage of damages of personnel, machinery and equipment’s shall be the responsibilities of consultants. All such damages I term of personnel, items or equipment shall be insured by the consultants with a minimum coverage of as per applicable laws.

3.2 Performance Security

The Consultants shall submit a performance Guarantee of an amount equal to 10% of the consultancy contract amount mentioned in LOA at the time consultancy agreement. The performance security shall be released to the consultants after one year of liability period starting from completion report of the project. Ten percent of each invoice of the consultant will be retained till completion of the defect liability period.

3.3 Consultants' Actions Requiring Client's Prior Approval

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

- i) Issuing Variations Orders in respect of:
 - Additional items of Works as determined by the Consultant Engineer to be necessary for the execution of Works with justifications.
 - Any new item of the Works not envisaged in the Contract Documents and which is determined by the Consultant Engineer to be necessary for the execution of Works with solid justifications.
 - any item of Works covered under Provisional Sums

- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
 - Adverse Physical Conditions and Artificial Obstructions
 - Suspension of Works
 - Bonus and Liquidated Damages
 - Certificate of Completion of Works
 - Defects Liability Certificate
 - Forfeiture
 - Special Risks
 - Frustration
 - Architectural and Structural Changes
- vi) Final Measurement Statement
- vii) Release of Retention Money
- viii) Recommending/Approving Extension of time to Contractors

3.4 Documents Prepared by the Consultants to be the Property of the Client

Consultants shall not use any documents (PC1, master planning, Tender documents, drawings (soft and hard), Budget, calculations for analysis and design etc.. prepared for client, for purposes unrelated to this Contract/project without the prior written approval of the client.

4.1 Accounting, Inspection and Auditing

Consultants shall be responsible for any liability, accounting and auditing related to project during and after completion of project. Chief executive of the consultant shall be available for any data, design or payment: related to consultant's recommendations and responsibility as mentioned in consultants TORs.

4.2 Approvals

The Client shall accord approval of the documents immediately but not later than twenty eight (28) days from the date of their submission by the Consultants.

4.3 Time Schedule for Design Phase

The Consultants will submit all assignments/Reports/Documents/Drawings related to design phase as per schedule given in Appendix B. However time taken by client in final decisions or approval will not be counted in consultant's duration.

4.4 Description of Personnel

List of key personnel of consultants for design phase as well as detailed supervision phase is given in Appendix C. However the consultants shall employ/deploy suitable key personnel on site as per approved list and as per site requirements of the project.

4.5 Approval of Personnel

List of key personnel (Name and designation) listed in appendix C shall be approved by the client.

4.6 Working hours, Leave, Overtime etc.

For detailed construction supervision, the working hours for staff mentioned in Appendix C, shall be based on construction schedule for contractors and shall be approved by client. No over time or extra payment shall be made to consultants by client in case of extra working hours or working in national holidays. All such expenses shall be borne by consultants in such occasion of works.

5 Assistance, Coordination and Approvals

5.1 (a) Add the following text

The client shall make available such data/documents requested by the consultants within fourteen days (14) from the date of request from consultants in writing.

(b) Other assistance and exemptions to be provided by the client are unhindered access to project site, any project related information available with concerned departments and map of project area.

(c) Provide clear and detailed terms, the Terms of References (TORs) and requirements of project on signing of contract.

5.2 Currency of Payment

All payments to consultants against carrying out detailed design and construction supervision shall be made in Pakistani Rupees (PKR.)

6.1 Consultants fee, Mode of Billing

A. Design Phase

- i. For the purpose of making interim payments to consultants in design phase of the project, the initial estimated cost of the project for design phase shall be taken as lumpsum **xxxxxxxx**- (Pak Rupees four millions forty three thousand two hundred and sixty two only) based on lumpsum cost.
- ii. Cost of design phase shall include site visits, tests, transportations, accommodation, office, equipment, tools and any materials/items required for design phase accomplishment. Consultants shall be responsible for visit to HEC/Planning Commission and all relevant forum meetings/presentation to project technical committee, revision of master planning, drawings etc.. Cost break up and payment mode for design phase is given in appendix E of this agreement. Payment for design phase shall be made on activity basis and

- approval from competent forum.
- iii. Consultants shall be paid Mobilization Advance after signing of consultancy contract @ 10% of total design phase cost (xxxxxxxx)
 - iv. Remaining payment for design phase to consultants shall be made in percentage (%) as per details given in Appendix E of this agreement.

B. Supervision Phase

- i. Consultant's remuneration for detailed supervision phase shall be **Rs. xxxxxxxx/-xxxxx** only) based on lumpsum cost.
- ii. Cost of supervision phase shall include site visits, tests, transportations, accommodation, office, equipment, tools and any materials/items etc.. required during supervision phase. During supervision phase, consultants shall be responsible for site visits, detailed supervision, to HEC/ Planning Commission and all relevant forum meetings/presentation to project technical committee, revision of master planning/drawings etc... Cost break up for supervision phase is given in appendix E of this agreement
- iii. After mobilization of all professional staff and signing of contract agreement with contractor, 5% of supervision phase fee (xxxx) shall be released as a mobilization advance.
- iv. Remaining payment for Supervision shall be released in percentage (%) based on contractor invoice checked by consultants and verified by client.
- v. Based on project civil work cost, consultants shall be paid xxxxx% of each verified invoice submitted by contractor.
- vi. In case work is stopped on site due to any justified reason to be recorded, consultant will be given one month notice regarding work progress and no payment shall be made to consultants during such period.
- vii. In case, work is stopped on site due to any justified reasons which is on the part of client or which is due to force majeure and such period exceeds one month then payment shall be made to consultants for such period but not exceeding one month billing of professional staff.
- viii. Consultants shall demobilize during such period till re initiation of work on site as and when informed by the client.
- ix. Payment made to consultants during such period (No progress on site) shall be counted towards total fee of supervision stage.
- x. Final payment/bill shall be released to consultants after completion of all works and handing/taking over of site by the consultants and client.
- xi. Adjustment of percentage in term of consultancy fee for supervision stage shall be made in final payment based on verified work done on fixed lumpsum cost (not exceeding total cost of **Rs.xxxx/-** rupees fourteen million eighty eight hundred thousand only).

IV APPENDICES

Appendix A

Description of the Services

Terms of Reference:

i. Objectives

The objectives of consulting services are to execute/assist client to implement the Project through the following activities:

- Detailed Designing & Drawings
- Submission of Complete Bidding Documents in consultation with the client
- Coordination in tendering process in consultation with the client
- Approval of architectural & structural designs from HEC.
- Preparation and Evaluation of Contractor's Bid documents in consultation with the client
- Detailed designing and preparation of drawing for ICT & Networking
- Preparation and submission of proposed building models (small dummy models) in consultation with the client
- Construction supervision with quality assurance through relevant field/laboratory tests as per ASTM standards
- Supervision and evaluation of the civil work including external developmental works as mentioned in Appendix C.
- Preparation and certification of payment invoices for work done by the contractor(s)
- Reporting as per requirements of project
- Facilitation in providing relevant data to the concerned authorities of the Government in consultation with the client.
- Not limited to that.

ii. DESIGN AND CONSTRUCTION SUPERVISION OF BUILDING

a) *Data Collection, Survey & Investigation Stage:*

1. Geotechnical investigation of sites (at least 2 bore holes for each building having 50ft depth) including subsurface investigation/field testing (SPT), and basic laboratory testing of selected soils (Sieve Analysis Tests, Moisture Content Tests, Liquid limit tests, Plasticity Limit Tests, Direct Shear Tests, specific gravity, dry density. Compaction test etc...), geotechnical engineering analysis regarding proposed construction, reporting of testing, findings, recommendations for engineering aspects of proposed construction. Location of bore holes shall be decided with consultation of client (Directorate of works UAP).

2. Hydrological and geological survey of the sites to determine feasibility against floods and seismic activity.
3. Liaison with relevant departments such as WAPDA/SNGPL/NTC/Public Health/NHA/EPA or any other Government Agency.
4. Environmental Impact Assessment (EIA) of sites and submission of reports as per EPA rules.
5. Implementation of by laws of local authorities, building codes, etc.
6. Design provision for special persons/physical disabled persons.
7. Design of lifts and emergency exit points
8. Design provision in buildings for natural disaster including fire prevention and safety regulations 2016.
9. Any other safety provision/Design requirements as per HEC and planning commission recommendations.

b) *Preliminary Design Stage*

1. Staff Hiring for the concerned project shall be made in line with CVs provided along with this RFP and approved by the client.
2. Evaluating the client's requirement analytically and technically while designing and planning various components of the Project.
3. Preparation of site plan, describing and illustrating preliminary architectural design/outline proposal including 3D views of proposed buildings and dummy models.
4. Evaluating feedback of the client for further improvements in the design.
5. Vetting of architectural & structural design from Specialized Govt./Semi Govt. Organization if deemed necessary by the client.
6. Making final presentation after incorporating feedback of the client.
7. Any activity related to project with consultation with client.

c) *Design Development Stage*

1. Preparation of detailed architectural and structural design of full buildings and allied structures as per prevailing architectural and engineering codes.
2. Preparation & submission of detailed working / construction drawings of each and every component of building in soft (CAD format and pdf). and hard form (A4, A3).
3. Preparation of Master Plan of 3D components
4. Preparation of revised drawings without additional charges if required by the client.
5. Preparation of detail layout plan. Architectural and structural design incorporating all allied electrical, mechanical and other internal and external services i.e. Telephone, water supply, sewerage, drainage, firefighting and fire alarm system, sui gas, landscaping, roads, paths, street lights, cross drawings and sewerage disposal work, CCTV, storm water drainage system, security systems etc. *Not limited to that.*
6. Preparation of design/drawings/specifications of electrical systems with external electrifications, such as substation, street lights, etc.

7. Designing and preparation of waste management system for the proposed buildings and surrounding area.
8. Preparation of standard design/drawings/specifications for solar system complete in all respects.
9. Preparation of design and drawings of overhead water tank,
10. Preparation of design and drawings for car parking and access control room.
11. Submission of detailed structural design calculations for all components of the project and allied structures in soft and hard copy, complete in all respect.
12. Preparation of complete tender documents/detailed cost estimate/variation orders/BOQs.
13. Preparation of RFP for contractor in consultation with client and signing of Bid evaluation report, including attending bid opening meeting.
14. Preparation and submission of contract agreement for the contractor on the prescribed PEC standard format.
15. Submission of detail estimates for accord of technical sanction by the competent forum.
16. Preparation and submission of work plan bases on MS Project and primavera.

e) *Supervision Stage:*

1. Full time supervision of the scheme since start of the work till satisfactory completion of all components as mentioned in the scope of the work.
2. The quality and quantity assurance shall be responsibility of the consultant.
3. Preparation of Quality Control Plan as per engineering/Architectural standards.
4. Monitoring and expediting progress at the site as per work plan for timely completion of the project.
5. Preparation & presentation of monthly progress report or any review/report requested by the client of the project.
6. Taking measurements of work done carried out by the contractor, preparation, submission and verification of interim payment certificates (IPC) including final bill, security and any other advances extended to the contractors / sub-contractor (if any) as per Government rules.
7. The detailed construction supervision shall include planning, guidance, programing, inspection, monitoring of construction activities, contractor's performance, quality /quantity control, implementation of work plans, drawings, design and specifications, preparation and verification of variation orders including drawings / sketches, correspondence with the contractor.
8. Checking / Approval of any shop drawing submitted by the contractor for their own ease.
9. To maintain a good liaison with the client office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work.
10. To ensure the presence of supervision staff on the site.

f) *Post Completion Stage:*

1. Submission of As-built drawings, inventories, Project Completion report and PC-IV after successful completion of the project.

2. Keeping record of all relevant data of the project and handing over to the client both in soft and hard form after completion of the project.
3. The Consultants will be responsible for periodically visit(s) to the completed components of the project with no extra claim during defect liability period as and when requested by the client for prompt & efficient maintenance work through the contractor.
4. Preparation and submission of contractor's security invoices after successful completion of defect liability period for payment.

The consultants will be accountable for any defects or losses or damages as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work.

Appendix B

Reporting Requirements (Duration of Design phase 6 Months)

S No	Name of Work	Report Type	Copies	Duration	Remarks
1	Detailed Architectural/ Structural designing including Electrical and Plumbing and Sanitation Design and preparation of detailed drawings for Academic Block and Allied Facilities for Horticulture Department as per TORs and Appendix C.	Hard/soft format as approved	6	02 Weeks	Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural design shall be submitted in hard and soft form.
2	Detailed Architectural/ Structural designing including Electrical and Plumbing and Sanitation Design and preparation of detailed drawings for Farm Block Facilities (Horticulture Department) as per TORs and Appendix C.	Hard/soft format as approved	6		Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural design shall be submitted in hard and soft form.
3	Detailed Architectural/ Structural designing including Electrical and Plumbing and Sanitation Design and preparation of detailed drawings for Germ Plasm Unit (Horticulture Department) as per TORs and Appendix C.	Hard/soft format as approved	6		Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural design shall be submitted in hard and soft form.
4	Detailed Architectural/ Structural designing including Electrical and Plumbing and Sanitation Design and preparation of detailed drawings for Academic Block and Research Facilities for Faculty Of Animal Husbandry & Veterinary Sciences (FAHVS) as per TORs and Appendix C.	Hard/soft format as approved	6		Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural design shall be submitted in hard and soft form.
5	Detailed Architectural/ Structural designing including Electrical and Plumbing and Sanitation Design and preparation of detailed drawings for	Hard/soft format as approved	6		Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural

	Animal Nutrition Department Farm Block as per TORs and Appendix C.				design shall be submitted in hard and soft form.
6	Detailed Architectural/ Structural designing including Electrical and Plumbing and Sanitation Design and preparation of detailed drawings for Poultry Department Farm Blockas per TORs and Appendix C.	Hard/soft format as approved	6	02 Weeks	Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural design shall be submitted in hard and soft form.
7	Detailed Architectural/ Structural designing including Electrical and Plumbing and Sanitation Design and preparation of detailed drawings for Livestock Management Department Farm Block as per TORs and Appendix C.	Hard/soft format as approved	6		Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural design shall be submitted in hard and soft form.
8	Detailed Architectural/ Structural designing including Electrical and Plumbing and Sanitation Design and preparation of detailed drawings for Animal Health Department Farm Blocks per TORs and Appendix C.	Hard/soft format as approved			Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural design shall be submitted in hard and soft form.
9	Detailed Architectural/ Structural Designing including Electrical and Plumbing and Sanitation Design and preparation of detailed drawings for Climate Change Centre (CCC)as per TORs and Appendix C.	Hard/soft format as approved		02 Weeks	Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural design shall be submitted in hard and soft form.
10	Detailed Architectural/ Structural Designing including Electrical and Plumbing and Sanitation Design and preparation of detailed drawings for Business Incubation Center as per TORs and Appendix C.	Hard/soft format as approved			Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural design shall be submitted in hard and soft form.
11	Design of CCTV and Networking and preparation of drawings as per TORs and details given in Appendix C	Hard/soft format as approved		01 Weeks	Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural design shall be submitted in hard and soft form.

12	Detailed Architectural /Structural Design of external developmental works including roads, walk ways, external electrification, gates, storm water drainage, fire alarm system, access control room, waste management system for the proposed buildings and surrounding area, Water supply and sewerage design/drawings including hydro study of the campus as per TORs and details given in Appendix C.	Hard/soft format as approved		02 Weeks	Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural design shall be submitted in hard and soft form.
13	Detailed Architectural /Structural Design of Overhead water tanks along with tube wells / Dug wells (xxx) as per TORs and Client's requirements.	Hard/soft format as approved		01 Weeks	Drawings shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for structural design shall be submitted in hard and soft form.
14	Preparation of detailed tender documents including a. Bill of quantities b. Technical specifications, c. Tender drawings (Both for main buildings and external developmental works) d. Pre-Qualification of Contractors e. Evaluation of bids Award of contracts	Hard/soft format as approved		03 Weeks	Data shall be submitted to Client after completion & finalization by client and vetted by HEC. All calculations for estimation shall be shared in hard and soft form.
15	Monthly Progress Report and presentation to Project Technical Committee	Hard/soft format as approved	06	Each month	On monthly basis about physical and financial progress of the project in soft and hard.
16	Annual Progress Report and Presentation to PTC	Hard/soft format as approved	06	4 Reports	On annual basis about physical and financial progress of the project in soft and hard.
17	Final Completion Report and Presentation to PTC	Hard/soft format as approved	06	Final Report	After completion of project and handing taking over on format as agreed and approved by the client
18	Laboratory Test Reports	Hard/soft format as approved	06	Need basis	After completion assignment

Note: All reports shall be submitted to client's representative in hard and soft as mentioned in data sheet. However format and no. of reports may vary as per client's requirements. No extra cost shall be payable to consultants for extra reports required.

Appendix-C

Key Personnel

(A) Key Personnel for Design Phase

S.No.	Name of Professional Staff	Proposed Position	Minimum Academic Qualification	Min No. of Years of Professional Experience	Duration for Project
1					
2					
3					
4					
5					
6					
7					
8					

(B) Key Personnel for Supervision Phase (36 Months)

S.No.	Proposed Position	Minimum Academic Qualification	No. of Years of Professional Experience
1			
2			
3			
4			

Above mentioned criteria is minimum for project staff.

Appendix D

Breakdown of Contract Price in Foreign Currency

“NOT APPLICABLE “

Appendix-E

BREAK DOWN OF CONTRACT PRICE IN LOCAL CURRENCY

The break-up of Total Consultancy fee is given below for both projects:-

CONSULTANCY SERVICES FOR THE MASTER PLANNING, DESIGNING DETAILED COST ESTIMATION AND DETAILED CONSTRUCTION SUPERVISION OF .xxxxxxx

S.No	DESCRIPTION	TOTAL COST	
		Rs. In Figures	In Words
1.	Consultancy Charges for Feasibility, Master Planning & Design Stage		
2.	Consultancy Charges for Supervision Stage		
	Total Lump Sum Cost (1+2)		

The Consultant's Total Remuneration is based on details given by consultants in financial bid Cost of Rs.xxxxxxx/-

Mode of Payment

(a) For Planning and Design Phase:

S. No	Tasks to be accomplished	Payment details	Duration for designing stage of the Project (Six Months)	Remarks
1				

2				
3				
4		a.		
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15		a.		
16		a.		
17	a.			

(b) For Construction Supervision Phase (xxx Months)

Table No-02

Supervision Stage

S No	Designation	Duration	Quoted Amount in Pak Rupees/Month	Total Amount Rs.	Remarks
1					
2					
3					
4					

Adjustment in remuneration for construction supervision services, payment shall be made in the following scenarios.

- i. It is agreed, if any staff member of the consultants during design or supervision phase was not available due to any reason, what's so ever, the Client shall be at liberty to make deductions from the consultant bills in accordance with Appendix-C & E.
- ii. The consultant firm will deploy the site staff for construction supervision as per the Appendix C, subject to the approval of Client or Competent authority
- iii. In case project is continued after specified duration then consultant will provide supervision till project completion without any additional consultancy charges as mentioned in Request for Proposal.
- iv. Payment for external developmental works included in TORs and Sr. No.15 of design phase, shall be released after the completion of the assignments and approved by the competent authority and vetted by competent forum i.e HEC / Planning Commission.

Appendix-F

Services and Facilities to be provided by the Client

and

Counterpart Personnel to be Made Available to the Consultants by the Client

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in this Clause at the times and in the manner specified hereunder:

(a) Site for construction of project units as specified in master plan and recommended by the Client.

b. Counterpart Personnel to be made available to the Consultants

The Client shall make available to the Consultants, free of charge, the following counterpart personnel in connection with carrying out of the Services:

a. XXXXX

b. XXXX

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: **CONSULTANCY SERVICES FOR MASTER PLANNING, DETAILED**
DESIGNING AND CONSTRUCTION SUPERVISION FOR xxxxxxxx

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

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

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

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

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

Name of Buyer: Name of Seller/Supplier:

Signature: Signature:

[Seal]

[Seal]

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(NAME OF THE CLIENT)

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

(BRIEF SCOPE OF SERVICES)

OF _____ (NAME OF PROJECT)

Month and Year

_____ (NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

_____ (Name of Individual Consultants)

_____ (Name of Individual Consultants)

FORM OF CONTRACT

(For Joint Venture)

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

(hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely:

(hereinafter collectively called the "Consultants" which expression shall include its successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

- (a) the General Conditions of Contract;
- (b) the Special Conditions of Contract;
- (c) the following Appendices:

attached hereto carrying the title of that Appendix.]

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Breakdown of Contract Price in Foreign Currency (Not Applicable)

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be Provided By the Client and

Counterpart Personnel to be Made Available to the Consultants by the Client.

Appendix G: Integrity Pact (for Services above Rs. 10 Million)

Appendix H: Leader of Joint Venture

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

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

For and on behalf of

CLIENT'S NAME

Witness

Signature _____

Name _____

Title _____

Signature _____

Name _____

Title _____

(Seal)

For and on behalf of

NAME OF THE JOINT VENTURE OF THE CONSULTANTS

Name of Member No. 1

Witness

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

(Seal)

Name of Member No. 2

Witness

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

(Seal)

Name of Member No. 3

Witness

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

(Seal)