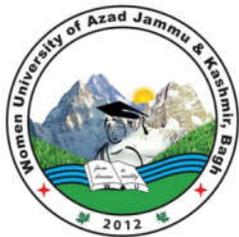


# **WOMEN UNIVERSITY OF AJ&K BAGH**



## **REQUEST FOR PROPOSAL**

### **HIRING OF CONSULTANCY SERVICES**

for

**DESIGNING AND CONSTRUCTION SUPERVISION SERVICES FOR  
CONSTRUCTION OF ACADEMIC FACILITIES FOR  
WOMEN UNIVERSITY OF AJ&K BAGH**

**APPROVED BY THE GOVERNMENT OF PAKISTAN THROUGH  
HIGHER EDUCATION COMMISSION**

**STRENGTHENING OF THE WOMEN UNIVERSITY OF AJ&K  
BAGH**

**JULY 2021**

Reference No. WUAJ&K / RFP / 101 / 2021

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# **ADVERTISEMENT IN NEWSPAPER WOMEN UNVIERSITY OF AZAD JAMMU & KASHMIR BAGH**

## **Request For Proposal (RFP) HIRING OF CONSULTANCY SERVICES FOR DETAILED DESIGNING, TENDERING PROCESS AND RESIDENT CONSTRUCTION SUPERVISION**

No. WUAJ&K/RFP/101/2021, Women University of AJ&K Bagh intends to hire consultancy services from well reputed Consultancy Firms who are on Active Taxpayers List of the Federal Board of Revenue for Detailed Designing, Tendering Process and Resident Construction Supervision of a development project (Details mentioned in RFP document) under PSDP funded development project titled “**Strengthening of the Women University of AJ&K Bagh**”.

### **Terms and conditions:**

1. Proposals are invited from consultancy firms registered with Pakistan Engineering Council (PEC) in relevant fields of specialization (PCATP registered firms can apply only by forming a JV with a firm having valid PEC registration in relevant fields of specialization and by declaring PEC registered firm as a lead firm of the JV) under respective code, having adequate experience of performance on similar works along with qualified technical personnel.
2. Interested Firms (registered) may obtain RFP documents containing detailed terms and conditions from the office mentioned below after submission of written application on original company letter head along with non-refundable document fee Rs. 3,000/- (Three thousands only) in shape of CDR/Demand Draft/Pay Order in favor of Treasurer Women University of AJ&K Bagh during the office hour on or before August 16, 2021 by 02:00PM. Those Consultants who will download the document from the website must send CDR/Demand Draft/Pay Order of Rs 3,000/- in separate envelope.
3. The Consultants shall be selected under the method “Quality and Cost Based Selection (QCBS)” in accordance with AJ&K PPRA Rules 2017/Consultancy Regulations 2018.
4. Proposals complete in all respect should reach to the Office mentioned below on or before August 17, 2021 till 02:00PM. Technical Proposals will be opened on the same day at 02:30PM by the Consultant Selection Committee (CSC) in the presence of the firms’ representatives in Conference room of the University. Incomplete and bids received after due date/time shall not be entertained.
5. Each financial Proposal must be accompanied by a Bid Security not less than 2% but not more than 5% (Refundable) of the total bid/value as per rule 25 of PPRA Rules 2017 in the form of CDR/Demand Draft/Pay Order in favor of Treasurer Women University of AJ&K, Bagh, without this, the offer shall be rejected being non-responsive.
6. Black listed Firms are prohibited for participation and all bidders shall furnish an affidavit / certificate that they are neither black listed nor in Conflict with Government anywhere in territory of the State of the AJK, federally administrated Areas or Islamic Republic of Pakistan.
7. A pre bid meeting shall be held on August 04, 2021 at 11:30am for seeking any clarification (should it be desired so) in the presence of the firms’ representatives in the Conference Room of the University.
8. The Procuring Agency reserves the right to reject all bids or proposals at any time prior to the acceptance of a bid or proposal by invoking rule 33 of AJK PPRA rules, 2017.
9. Evaluation report and award of contract shall also be displayed on PPRA website.
10. This advertisement Notice and RFP document are also available on AJK PPRA website ([www.ajkppra.gov.pk](http://www.ajkppra.gov.pk)) and university website ([www.wuajk.edu.pk](http://www.wuajk.edu.pk)).

**(Muhammad Zaheer)**

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E-Mail: [zaheerajk2009@gmail.com](mailto:zaheerajk2009@gmail.com)

## SECTION 1

### INSTRUCTIONS TO CONSULTANTS (ITC)

#### **1. INTRODUCTION**

- 1.1 The Consultants are hereby invited to submit a technical and a financial proposal for consultancy services required for the assignment named in the attached RFP, Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter of RFP. Your proposal could form the basis for future negotiations, if necessary and ultimately a Contract between your firm and the Client named in the Data Sheet.
- 1.2 A brief description of the assignment and its objectives are given in the Data Sheet. Details provided in the attached RFP will become part of agreement subsequently.
- 1.3 The assignment shall be implemented in accordance with the work schedule indicated in the Data Sheet, read with the Scope of Work and the Advertisement.
- 1.4 The Women University of AJ&K Bagh (referred to as the “Client” hereafter) has been entrusted the duty to implement the Project as Executing Agency by the Government of Pakistan through Higher Education commission (HEC) and funds for the project for the phase have been approved and provided in the budget 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 RFP is issued.
- 1.5 To obtain first-hand information on the assignment and on the local conditions, Consultants are invited to pay site visit of the proposed project location and meeting with the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative may meet the officials named in the Data Sheet. A joint visit of the site may be carried out for appraisal of the various aspects of the assignment which shall be addressed in the proposal and shall be adhered to during execution of the Assignment. It may be in the interest of the Consultants to inform themselves of local conditions and take them into account in preparing their proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.
- 1.7 Please note that:
  - i. The cost of preparing the proposal and of negotiating the Contract, including site

visit to the project location and Client, are not reimbursable as a direct cost of the assignment, and

- ii. The Client is not bound to accept any of the proposals submitted.
  - iii. The consultant is cautioned about input of their professional experts, who are already working on other engineering projects. Exercising such act might affect adversely marking of these professionals in evaluation of the technical proposal. Their secured points are liable to be reduced by 50% if their name appears in more than 1 previous proposal in which they are ranked No.1. The existing load of work with a firm may be considered as one of the factors for the consideration in the award of the work.
  - iv. The selection procedure for consultants shall be Quality and Cost Based Selection (QCBS) as detailed in Data Sheet.
- 1.8 The Employer wish to remind that in order to avoid conflicts of interest, 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.

## **2. CLARIFICATIONS AND AMENDMENTS IN DOCUMENTS**

- 2.1** To prepare a proposal, please use the Forms / Documents listed in the Data Sheet.
- 2.2** It is expected that the Consultant will submit comments on TOR stating any deficiency in the scope of work or requiring a clarification of the Documents must notify the Client, in writing, within ten (10) days of issuance of proposal. Any request for clarification in writing, or by fax or e-mail shall be sent to the Client's address indicated in the Data Sheet. The client shall respond by fax, e-mail to such requests and copies of the response shall be sent to all invited Consultants.
- 2.3** 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 fax, e-mail or cable to all invited consulting firms and will be binding on them. The Client may at its discretion extend the deadlines for the submission of proposals.

### **3. PREPARATION OF PROPOSALS**

- 3.1 It will consist of two parts – Technical and Financial. The proposals shall be written in English language.

#### **Technical Proposal**

- 3.2 In preparing the technical proposal, the Consultants are expected to examine all terms and instructions included in the Documents. Failure to provide pertinent information shall be at their risk and may result in rejection of consultants' proposal.

- 3.3 For Technical Proposal, the general approach and methodology which Consultants propose for carrying out the services covered in the Terms of Reference (TOR), including such detailed information as Consultant deem relevant, together with:

- a. A detailed overall work program and a bar chart indicating the duration and the timing of the assignment of each expert or other staff member assigned to the project.
- b. Consultants estimate of the total number of man-months required.
- c. Clear description of the job and responsibilities of each expert staff member within the overall work program. The name, background and professional experience of each expert staff member to be assigned to the project, with particular reference to his experience of work of a nature similar to that of the proposed assignment.

- 3.4 During preparation of the technical proposal, the Consultants must give particular attention to the following:

- i. If the Consultants consider that their firm does not have all the expertise for the assignment they may obtain a full range of experience by associating with other international and/or national firms or entities. However, the foreign consultants shall associate with local consultants as per regulations, normal practice and for transfer of technology. In case of Joint Venture, the proposal should state clearly that partners will be "Jointly and severally" responsible for performance under the Contract and one partner as lead partner will be "solely" responsible for all dealings with the Employer on behalf of the Joint Venture. His "Special Power of Attorney" given by his associate partners on this account is to be enclosed.
- ii. Subcontracting specific part of the assignment relating to the field information, such as Survey, Geotechnical / Geological Investigation and etc. to the other Consultants or firms if considered desirable, the same sub-Consultant may be included in several proposals, subject to limitation in the Data Sheet.
- iii. The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in the Data Sheet.
- iv. Form T-5 is meant for comments on provisions contained in RFP and TOR and

unless the observations are noted in this particular form, anything written elsewhere on this account including financial implications, if any, shall be considered of no consequence in the evaluation process and later on considering any claims arising out of the scope of work defined in the TOR.

- v. No alternative to key professional staff shall be proposed, and only one Curriculum Vitae (CV) may be submitted for each position for transparency of evaluation. Minimum required experience of the proposed key staff is given in the Data Sheet.
- vi. Study reports must be in the English language. Working knowledge of the English language by the firm's key personnel assigned on the Project is desirable for clarity of communication.

**3.5** Your technical proposal shall provide the following and any additional information, using the formats attached in Section-3 of this RFP Document:

- |               |  |
|---------------|--|
| Form T-1      | A brief description of the Consultant's organization and an outline of recent (not older than Ten years) experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alias, the profiles of the staff provided, duration, contract amount and firm's involvement.                 |
| Form T-2      | Consultants shall provide the status of similar projects in hand especially like Universities, Colleges or / and other Educational Institutions. For each assignment, should indicate Job duration, Starting Date, Ending Date, Joint Venture (Y/N) and Nos. of Staff Deployed.  |
| Form T-3 (i)  | Consultant shall provide details of its total permanent Architectural & Engineering staff working on design of Building projects.  |
| Form T-3 (ii) | Consultant shall provide details of its total permanent Architectural & Engineering staff on pool.   |
| Form T-4      | Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology in shape of presentation of conceptual design that the consultants propose to carry out this assignment  |
| Form T-5      | This form is meant for any comments or suggestions on the provisions contained in RFP and TOR and unless and until the observations are noted in this particular form, anything written elsewhere on this account including financial implications, if any, shall be considered of no consequence in the evaluation process. |
| Form T-6      | CVs of the proposed key professional staff recently signed by an authorized manager in the consultants head office. Key information should   |

*Section1-Instructions to Consultants - Consultancy Services for Strengthening of the Women University of AJ&K Bagh*  
include number of years with the firm, and degree of responsibility held in various assignments especially during the last (10) years.

- Form T-7 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.
- Form T-8 A schedule for compilation and submission of various types of reports.
- Form T-9 A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.
- Form T-10 For the current Project, give names of the study team technical staff available. Give in detail the job description and tasks to be assigned to each Technical Staff.
- Form T-11 Consultants are encouraged to visit the proposed sites to have the first-hand knowledge of site conditions. A brief on site visit report with photographs be provided through this chapter.

Any additional information as requested in the Data Sheet.

- 3.6** 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.
- 3.7** Mandatory Documents to be attached with Technical proposal are as under,
- d. Certificate of registration of a Firm with PEC/PCATP.
  - e. Documents to substantiate the forming of JV/Association as per guidelines of the governing body(PEC/PCATP)if any.
  - f. National Tax Number of consultant(s).
  - g. Audited Statements of Accounts and Annual Turnover for the last three years.
  - h. A certificate/affidavit that the firm has not been blacklisted or debarred by any Government/ Autonomous / International Body.

### **Financial Proposal**

- 3.8** The financial proposal should list the costs associates with the Assignment. The financial proposal should be submitted using the format specified and enclosed (Forms F-1 to F-7). A major deviation from the attached standards or not providing the required information will lead to disqualification of the proposal.
- 3.9** The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.
- 3.10** Costs should be expressed in Pakistani currency (s) listed in the Data Sheet.

- 3.11 All the prevailing applicable Govt. taxes will be deducted from the consultancy Fees/Claims.
- 3.12 The evaluation committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between the word and figures, the formers will prevail. In additional to the above corrections, activities and items described in Technical Proposal but not priced, in the Financial Proposals shall be assumed to be included in the prices of the other activities or items.

#### **4. SUBMISSION OF PROPOSALS**

- 4.1 The consultants shall submit original and number of copies of technical proposal and financial proposal, as indicated in the Data Sheet. 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". A damaged/torn financial proposal envelope shall not be entertained and may be considered for disqualification by the Proposal Opening committee.
- 4.2 A soft copy of the Proposals in (PDF) format copied on a CD should be enclosed in the envelope marked "Original".
- 4.3 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.
- 4.4 The proposal shall contain no interlineations or overwriting except as necessary to correct error made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.5 The completed technical and financial proposals shall be delivered at on or before the time and date stated in the Data Sheet.
- 4.6 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, consultants shall keep available the professional staff proposed for the assignment.

## 5. **PROPOSAL EVALUATION**

- 5.1 A two-envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical / financial score, as indicated below:

### **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 Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals returned un-opened.

### **Financial Proposal**

#### **For Quality and Cost Based Selection**

- 5.3 The financial proposals of the three top-ranking qualifying consulting firms on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- 5.4 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among the three shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

$$S_f = \frac{100 \times F_m}{F}$$

(F = amount of specific financial proposal)

- 5.5 Proposals, in the quality and 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:

$$S = S_t \times T\% + S_f \times P\%$$

## **6. NEGOTIATIONS**

- 6.1** Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest-ranking technical proposal in writing, by registered letter, e-mail, facsimile or courier service and invite him to negotiate the Contract. The representatives conducting negotiations on Consultants' behalf must have written authority from its parent company and its associates to negotiate all terms and to conclude a binding agreement.
- 6.2** Negotiations normally take from two (2) to five (5) days. The aim is to reach Agreement on all points and initial a draft Contract is devised from the conclusion of negotiations.
- 6.3** The financial proposal of the technically three top ranking consultant shall be opened in the presence of his representative and he shall be invited to negotiate a contract with the employer. The negotiation committee shall determine whether the financial proposals are complete and without computational errors. The aim is to reach Agreement on all points and initial a draft Contract is devised from the conclusion of negotiations.
- 6.4** Negotiations shall commence with a discussion of Consultants' technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have given to improve the TOR. Agreement shall then be reached on the augmented and refined 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.
- 6.5** These negotiations will focus firstly on the terms of reference (TOR) and proposed facilities etc. to be provided by the client. After agreement on these issues, the cost elements will be discussed and finalized.
- 6.6** In case of failure of these negotiations with the top ranked firm, the second ranked qualifying firm on the basis of technical proposals will be invited to open and negotiate its financial proposal/contract. The process shall continue until a negotiation with a qualifying consulting firm is completed successfully.
- 6.7** Adjustment agreed upon shall then be reflected, if applicable, in the financial proposal, using proposed unit rates or otherwise (negotiation of the staff per month rates only, if applicable and considered unbalanced).
- 6.8** Having selected the Consultants on the basis of their proposals and evaluation, the Client may finalize the Contract.
- 6.9** 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.

**7. AWARD OF CONTRACT**

- 7.1 The evaluated successful Consultants shall be informed through a Letter of Intent / Award and shall be requested for concluding the contract agreement after successful negotiations. 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 telex/facsimile 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.

## SECTION 2

### DATA SHEET

Reference Paragraph Of ITC																									
1.1	<p><b>The name of the Assignment is:</b></p> <p>Designing and overall Construction Supervision Services for “Development of Academic &amp; Research Facilities at Women University of AJ&amp;K Bagh”.</p> <p>SALIENT FEATURES OF PROJECT ARE:</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Sr. No.</th> <th style="text-align: center;">Description</th> <th style="text-align: center;">Covered Area (Sq.ft)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">i.</td> <td>Academic Block</td> <td style="text-align: center;">60,000</td> </tr> <tr> <td style="text-align: center;">ii.</td> <td>Administration Block</td> <td style="text-align: center;">29,720</td> </tr> <tr> <td style="text-align: center;">iii.</td> <td>Students Hostel</td> <td style="text-align: center;">33,300</td> </tr> <tr> <td style="text-align: center;">iv.</td> <td>Mosque</td> <td style="text-align: center;">3,000</td> </tr> <tr> <td style="text-align: center;">v.</td> <td>Market Place</td> <td style="text-align: center;">3,000</td> </tr> <tr> <td style="text-align: center;">vi.</td> <td>Work Shop/ Store Room</td> <td style="text-align: center;">300</td> </tr> <tr> <td style="text-align: center;">vii.</td> <td>External Development</td> <td></td> </tr> </tbody> </table> <p><b>Name of the Client:</b> Women University of AJ&amp;K Bagh</p> <p><b>The address of the official is:</b></p> <p><b>(Muhammad Zaheer)</b> Deputy Director P&amp;D / Secretary Committee Women University of AJ&amp;K Bagh</p> <p>Ph#: +925823-920180 Cell#: +92300-9779030</p> <p><b>Email – <a href="mailto:zaheerajk2009@gmail.com">zaheerajk2009@gmail.com</a></b> <b>URL – <a href="http://wuajk.edu.pk">wuajk.edu.pk</a></b></p>	Sr. No.	Description	Covered Area (Sq.ft)	i.	Academic Block	60,000	ii.	Administration Block	29,720	iii.	Students Hostel	33,300	iv.	Mosque	3,000	v.	Market Place	3,000	vi.	Work Shop/ Store Room	300	vii.	External Development	
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1.2	<p><b>The brief description and the objectives of the assignment are:</b></p> <p><b>Location</b> The Project site is located 2 Km before from Bagh City with a total area of 2,054 kanals 04 marla having predominantly rolling / hilly terrain. There is fair access to the site by road.</p> <p><b>Background:</b> Women University of AJ&amp;K Bagh has been established in May, 2014. At present University is working in three rented buildings and the small portion of Post Graduate Girls College and College of Education Bagh. There are 14 disciplines are functional with the enrollment of 2086 Students at the</p>																								

	<p>moment.</p> <p><b>Objectives:</b> The overall objective of the study is to carry out Designing and Construction Supervision of the of civil works approved in the project</p> <p>Specific objectives are :</p> <ol style="list-style-type: none"> <li>i. To plan state of the art University Buildings including all internal and external facilities.</li> <li>ii. Propose different alternatives and select the best one in consultation with the Client.</li> <li>iii. Preparation of Detailed design and BOQs of the selected option.</li> <li>iv. Assist in Procurement of contractors for construction</li> <li>v. Supervise the construction activities and maintain the quality and progress.</li> </ol> <p><i>Details are provided in the TOR.</i></p>
1.3	<p><b>Phasing of the Assignment, if any :</b></p> <ol style="list-style-type: none"> <li>(a) Planning (Topo Surveys, Geotechnical Investigations etc.) of area including conceptual, Architectural and Structural design (s)</li> <li>(b) Approval of (a) above from Technical Committee of the university</li> <li>(c) Detailed Design and Tender Documents</li> <li>(d) Construction Supervision.</li> </ol>
1.5	<p><b>Pre-Proposal Conference : YES</b></p> <p><b>If, yes, indicate date, time &amp; venue</b></p> <p><b>Day &amp; Date: August 04, 2021      Time: 1130 HRS</b></p> <p><b>Venue: Conference Room of the University</b></p>
1.6	<p><b>The Employer shall provide the following inputs:</b></p> <ul style="list-style-type: none"> <li>• Close Coordination.</li> <li>• Identification of Project boundary etc.</li> </ul>
1.7	<p><b>Selection Procedure:-</b></p> <p>The Consultants shall be selected under the selection method of Quality and Cost Based Selection (QCBS). The procedure for opening of proposals will follow the principles of PEC, Single Stage-two envelope procedure, which is presented as follows:-</p> <ol style="list-style-type: none"> <li>(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 envelopes to be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.</li> </ol>

	<p>(ii) Initially, only the envelope marked "TECHNICAL PROPOSAL" will be opened and the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.</p> <p>(iii) The procuring agency shall evaluate the technical proposals 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.</p> <p>(iv) During the technical evaluation no amendments in the technical proposal shall be permitted.</p> <p>(v) The financial proposal of Consultants, whose technical proposal did not meet the minimum qualifying marks and/or were considered technically and legally non-responsive to the RFP &amp; TOR shall be returned un-opened to the respective Consultant.;</p> <p>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 FIRST THREE (3) TECHNICALLY ACCEPTED BIDS ONLY (as per the prescribed score) at a time, date and venue announced and communicated to the Consultants in advance for the attendance of their authorized representative duly notified in advance..</p> <p>(vi) 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.</p>
2.1	<p><b>The Documents included in RFP are:</b></p> <ol style="list-style-type: none"> <li>1. Advertisement in newspapers</li> <li>2. Data Sheet</li> <li>3. Technical Proposal Forms for consultancy services</li> <li>4. Financial Proposal Forms for consultancy services</li> <li>5. Terms of Reference (TOR)</li> <li>6. Appendices etc.</li> <li>7. Draft Form of Contract</li> </ol>
2.2	<p><b>The address of the Personnel for seeking clarification is:</b></p> <p><b>Mr. Muhammad Zaheer</b>  Deputy Director Planning &amp; Development  Women University of AJ&amp;K Bagh  Ph #: 05823-920180,</p>

	<p>Fax #: 05823-960033  email: <a href="mailto:zaheerajk2009@gmail.com">zaheerajk2009@gmail.com</a>,</p>
3.4 (ii)	<p><b>The same Sub-Consultant for Field Information Survey and Investigation may participate in several proposals:</b></p> <p>Yes</p>
3.4 (iii)	<p><b>Proposed key staff shall be employees, who are employed with the respective Consultant at least six months prior to submission of this proposal:</b></p> <p>Yes</p>
3.4 (v)	<p><b>The minimum required experience of proposed key staff during:</b></p> <p><b>(A) <u>Designing Phase</u></b></p> <ol style="list-style-type: none"> <li>1. The <b>Team Leader</b> should have Master’s Degree in Civil Engineering (preferably Construction/Project Management), having at least 15 years of comprehensive experience and exposure to various Projects predominantly of designing of Educational Buildings in High Seismic Areas (Zone 3 and Zone 4 as per building code of Pakistan) along with the master planning of area of similar magnitude and complexity.</li> <li>2. <b>Senior Architect</b> should have Bachelor’s Degree in Architecture, with minimum of 10 years of experience of designing of multistory buildings in general &amp; should have designed at least one iconic building of similar nature.</li> <li>3. <b>Junior Architect</b> should have Bachelor’s Degree in Architecture, with minimum of 3 years of experience of designing of multistory buildings in general &amp; should have designed at least one iconic building of similar nature.</li> <li>4. <b>Senior Structural Engineer</b> should have a Master Degree in Structure engineering with minimum 10 years of experience on design of multistory buildings, culverts, retaining and protective structures in High Seismic Areas (Zone 3 &amp; Zone 4 as per building code of Pakistan).</li> <li>5. <b>Junior Structural Engineer</b> should have a Bachelor’s Degree in Structure Engineering with minimum 3 years of experience on design of multistory buildings, culverts, retaining and protective structures in High Seismic Areas (Zone 3 &amp; Zone 4 as per building code of Pakistan).</li> <li>6. <b>Geotechnical Engineer</b> with minimum of 10 years of experience in relevant field.</li> <li>7. <b>Public Health/Environmental Engineer</b> should have Bachelor’s Degree in Civil Engineering/public health/environmental Engineering with minimum of 10 years of experience in the designing of Water Supply, Sewerage Infrastructure, solid waste and drainage.</li> <li>8. <b>Quantity Surveyor</b> should have minimum 10 years of experience of preparation of BOQ, estimates.</li> <li>9. <b>Contract Engineer</b> should have minimum 05 years of experience of preparation of bidding document.</li> </ol>

	<p>10. <b>Electrical Engineer</b> should have minimum of 10 year experience.</p> <p><b>(B) Construction Supervision Phase</b></p> <ol style="list-style-type: none"> <li>1. <b>Resident Engineer</b> with minimum of 10 years of experience in construction supervision of building and infrastructure works.</li> <li>2. <b>Material / Quality Assurance Engineer</b> should have minimum of 10 year experience in material testing.</li> <li>3. <b>Site Inspector (02 No.)</b> with minimum of 10 years of experience in construction supervision.</li> <li>4. <b>Assistant Resident Engineer (EMP)</b> should have minimum of 05 year experience.</li> <li>5. <b>Surveyor</b> should have minimum of 10 year experience.</li> <li>6. <b>Quantity Surveyor</b> should have minimum of 10 year experience.</li> <li>7. <b>Electrical Inspector with</b> minimum of 10 years of experience in buildings.</li> <li>8. <b>Health &amp; Safety Engineer</b> should have minimum of 10 year experience in buildings.</li> <li>9. <b>Support Staff</b></li> </ol>
3.8	<p><b>Costs may be expressed in currency (s) :-</b>  <b>Pak Rs.</b></p>
4.1	<p><b>The number of copies of the Technical Proposal required is:</b>  Original <u>One (1)</u> Copies <u>Three (3)</u></p> <p><b>The number of copies of the Financial Proposal (in sealed envelope) required is:</b>  Original <u>One (1)</u> Copies <u>One (1)</u></p> <p><b>The address for writing on the proposals is :</b></p> <p><b>Mr. Muhammad Zaheer</b>  <b>Deputy Director Planning &amp; Development/Secretary Committee</b>  <b>Women University of AJ&amp;K Bagh</b>  Ph #: 05823-920180,  Fax #: 05823-960033</p>
4.5	<p><b>Proposals to be submitted at :</b></p> <p><b>Mr. Muhammad Zaheer</b>  <b>Deputy Director Planning &amp; Development/Secretary Committee</b>  <b>Women University of AJ&amp;K Bagh</b>  Ph #: 05823-920180,  Fax #: 05823-960033</p>

	<p>email: <a href="mailto:zaheerajk2009@gmail.com">zaheerajk2009@gmail.com</a></p> <p><b>The date and time of the proposal submission are:</b>  <b>Date:</b> <u>On or before 17<sup>th</sup> August, 2021</u>  <b>Time:</b> 1400 HRS</p> <p><b>The Proposal will be opened on same day 17<sup>th</sup> August, 2021 at 1430 HRS</b></p>																																				
4.6	<p><b>Validity of the proposal is :</b></p> <p>90 Days</p>																																				
5.1	<p><b>The points given to each category of evaluation criteria are:-</b></p> <table border="1" data-bbox="423 632 1268 1041"> <thead> <tr> <th>Sr.#</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>General Experience in Building Projects</td> <td>10</td> </tr> <tr> <td>2</td> <td>Specific Experience in similar design assignments</td> <td>25</td> </tr> <tr> <td>3</td> <td>Approach &amp; Methodology and adequacy of the Work Program and Methodology in responding to the TOR &amp; Presentation</td> <td>25</td> </tr> <tr> <td>4</td> <td>Qualification and competence of the Key staff</td> <td>40</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Points</b></td> <td><b>100</b></td> </tr> </tbody> </table> <p>The points earmarked for evaluation sub-criteria (3) above for suitability of Key Staff are:-</p> <table border="1" data-bbox="423 1220 1268 1591"> <thead> <tr> <th>Sr.#</th> <th>Description</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Academic and General Qualifications</td> <td>25%</td> </tr> <tr> <td>2</td> <td>Professional experience related to the applicable component of the Project</td> <td>65%</td> </tr> <tr> <td>3</td> <td>Experience of working in AJ&amp;K</td> <td>05%</td> </tr> <tr> <td>4</td> <td>Status with the firm (permanent &amp; during with firm)</td> <td>05%</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Total Points</b></td> <td><b>100%</b></td> </tr> </tbody> </table> <p><b>The minimum qualifying score for technical proposal [Number] points: <u>70%</u></b></p>	Sr.#	Description	Points	1	General Experience in Building Projects	10	2	Specific Experience in similar design assignments	25	3	Approach & Methodology and adequacy of the Work Program and Methodology in responding to the TOR & Presentation	25	4	Qualification and competence of the Key staff	40	<b>Total Points</b>		<b>100</b>	Sr.#	Description	Points	1	Academic and General Qualifications	25%	2	Professional experience related to the applicable component of the Project	65%	3	Experience of working in AJ&K	05%	4	Status with the firm (permanent & during with firm)	05%	<b>Total Points</b>		<b>100%</b>
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5.2	<p><b>The date, time and address of the financial proposal opening is:</b></p> <p><b>Date:</b> <u>To be informed later on</u>      <b>Time:</b> <u>To be informed later on</u></p> <p><b>Place of Financial Proposal Opening :</b></p> <p><b>Conference Room, Women University of AJ&amp;K Bagh</b></p>																																				

5.5	<b>The weights given to the Technical and Financial Proposals are:</b>  Technical: <u>80</u> Financial: <u>20</u>
6.1	<b>The assignment is expected to commence on:</b>  <u>To be informed later on</u>  <b>Time Period for this assignment is :</b>  <b>34 Months</b> <b>Design Phase : 04 Months</b> <b>Construction Supervision Phase : 30 Months</b>

EVALUATION CRITERIA		Max. Weight**	Firm 1		Firm 2		Firm 3		Firm 4		Firm 5		Firm 6	
			Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score	Rating	Score
<b>I. Qualification</b>		<b>35</b>												
A	Firm's General experience in Building Projects.	10												
B	Specific Experience in similar design assignment	25												
<b>II. Approach and Methodology</b>		<b>25</b>												
A	Understanding of Objectives (TOR)	8												
B	Innovativeness/ Comments on TOR (Form 2A)	8												
C	Work Program & Coverage of all activities including CMP working and calculate project duration	6												
D	Site visit & Photographs	3												
<b>III. Personnel (Areas of Expertise)</b>		<b>40</b>												
<b>Project Management</b>		<b>10</b>												
A	Team Leader	10												
<b>Design Team</b>		<b>10</b>												
A	Senior Architect	2												
B	Junior Architect	1												
C	Senior Structural Engineer	1												
D	Junior Structural Engineer	1												
E	Geotechnical Engineer	1												
F	Public Health/Environmental Engineer	1												
G	Quantity Surveyor	1												
H	Contract Engineer	1												
I	Electrical Engineer	1												
<b>Site Supervision Team</b>		<b>20</b>												
A	Resident Engineer	4												
B	Material / Quality Assurance Engineer	2												
C	Site Inspector (min. 2)	3												
D	Assistant Resident Engineer (EMP)	2												
E	Surveyor	2												
F	Health & Safety Engineer	2												
G	Electrical Inspector	2												
H	Quantity Surveyor (DAE)	2												
I	Support Staff	1												
<b>Total</b>		<b>100</b>		0		0		0		0		0		0
		<b>Rating</b>	Excellent – 100%	Very Good -90	Above Average – 80 %	Average – 70%	Below Average – 50%	Non-complying – 0%						
<b>Score:</b> Maximum Weight x rating / 100														
<b>Note:</b> * To be determined by the CSC														

**PERSONNEL EVALUATION SHEET FOR TECHNICAL PROPOSAL  
CONFIDENTIAL**

**Annexure to Data Sheet**

POSITION / AREA OF EXPERTISE	NAME	Academic & General Qualification Weight 25 %		Project related Experience Weight 65%		Worked experience in AJ&K 5%		Full-Time Permanent Staff 5%		Overall Rating (Sum of Weight Ratings) (A+B+C+D)
		Rating	Weighted Rating (A)	Rating	Weighted Rating (B)	Rating	Weighted Rating (C)	Rating	Weighted Rating (D)	
Team Leader										
Senior Architect										
Junior Architect										
Senior Structural Engineer										
Junior Structural Engineer										
Geotechnical Engineer										
Public Health/ Environmental Engineer										
Quantity Surveyor										
Contract Engineer										
Electrical Engineer										
Resident Engineer										
Material / Quality Assurance Engineer										
Site Inspector (Min. 2)										
Assistant Resident Engineer (EMP)										
Surveyor										
Electrical Inspector										
Health & Safety Engineer										
Quantity Surveyor (DAE)										
Support Staff										

**Rating: -**      Excellent – 100%      Very good – 90%      Above Average – 80%      Average – 70%  
 Below Average – 50%      Non-complying-0%

Score = Maximum Weight X rating / 100

**SECTION – 3**  
**FORMS OF TECHNICAL PROPOSAL**



**STATUS OF CURRENT SIMILAR PROJECTS IN HAND**

S.No.	Major Project Presently Undertaken	Feasibility Projects			Design Projects			Joint Venture (Y/N)	No. of Staff deployed
		Design Period	Starting Date	Ending Date	Design Period	Starting Date	Ending Date		
1.									
2.									
3.									
4.									
5.									
6.									

Consultant' Name \_\_\_\_\_

Signatures of Authorized Representative \_\_\_\_\_



Form T-3 (ii)

**TOTAL ARCHITECTURAL & ENGINEERING STAFF ON POOL**

S.#	Name	Position / Expertise	Qualification	Year of Qualification	Total Experience	Registration with Professional Bodies	Number of Years with Firm

Consultant' Name \_\_\_\_\_

Signatures of Authorized Representative \_\_\_\_\_

**Form T-4**

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

- (1) **For Detailed Design of Buildings**
- (2) **For Documentation (Bidding Documents)**
- (3) *[Technical approach, 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) *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) Work Plan**

In this Chapter Consultants should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. 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.

**Form T-5**

**COMMENTS/SUGGESTIONS OF CONSULTANT – TOR**

**On the Terms of Reference (TOR)**

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
  - 6.
- Etc.

**On the data, services and facilities to be provided by the Employer indicated in the TOR:**

- 1.
  - 2.
  - 3.
  - 4.
  - 5.
- Etc.

**Form T-6**

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF**

1. Proposed Position:
2. Name of Firm:
3. Name of Staff:
4. Profession:
5. Date of Birth:
6. Years with Firm:
7. Nationality:
8. Membership in Professional Societies:
  
9. Detailed Tasks Assigned on the Project:
10. Key Qualifications:  
*[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use up to one page].*
  
11. Education  
*[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained].*
  
12. Employment Record  
*[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and Employer references, where appropriate].*
  
13. Languages  
*[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].*
  
14. Certification  
*I, the undersigned certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.*

Signature of Staff Member \_\_\_\_\_ Date: \_\_\_\_\_  
Day/Month/Year

Or

Authorized Official from the firm \_\_\_\_\_ Date: \_\_\_\_\_  
Day/Month/Year

**Note: CVs without ORIGINAL signature will not be acceptable**



**COMPLETION AND SUBMISSION OF REPORTS**

<b>Reports</b>	<b>Quantity</b>	<b>Delivery Date</b>
Deliverables as per TOR	As mentioned in deliverables	
Project Specific Monthly Progress Report	5 copies	

**WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL**

Name	Position	Months (in the form of a Bar Chart)																			Nos. of Months	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		

**Form T-10**

**COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO  
BE ASSIGNED TO EACH TEAM MEMBER**

**Technical/Managerial Staff**

For the current project, give names of the design team technical staff available. Give in detail the job description for each key technical staff.

**Form T-11**

**SITE VISIT AND PHOTOGRAPHS**

Consultants are encouraged to visit the proposed sites to have the first-hand knowledge of site conditions. A brief on site visit report with photographs be provided through this chapter.

## **SECTION 4**

### **FORMS OF FINANCIAL PROPOSAL**

**FINANCIAL PROPOSAL FORMS**

The Financial Proposal to be provided through **Form F-1** to **Form F-7** as listed below for transparent uniformity in the evaluation process

<b>FORM NO.</b>	<b>DESCRIPTION</b>
<b>Form F-1</b>	Financial Proposal
Information to be provided in Form F-2 to F-7 shall only be used to establish payments to the Consultants for possible additional services, which are beyond the provisions of TOR and the respective technical proposal.	
<b>Form F-2</b>	Breakdown of Rates for Consultancy Contract
<b>Form F-3</b>	Breakdown of Social Charges
<b>Form F-4</b>	Breakdown of Overhead Charges
<b>Form F-5</b>	Remuneration Rate for Additional Services for Professional Key Staff
<b>Form F-6</b>	Remuneration Rate for Additional Services for Support Staff (Technical and Non-Technical)
<b>Form F-7</b>	Non-Salary Costs for additional services

From F-1

## FINANCIAL PROPOSAL

CONSULTANCY SERVICES

for

**PLANNING, DESIGNING AND CONSTRUCTION SUPERVISION SERVICES FOR**

**CONSTRUCTION OF ACADEMIC FACILITIES FOR WOMEN UNIVERSITY OF AJ&K BAGH**

S.#	Description	Area (approx.)	Unit	Rate (Pak Rs.)	Quoted Amount (Pak) Rs.
1	Complete Design of proposed buildings (Architectural, Structural, Plumbing, Electrical, External Water Supply & Sewerage) with Geo-technical Investigations & Deliverables, as per TORs	129,320	Sft		
2	External Development Works as per TORs				
3	Construction Supervision as per TORs				
	<b>GRAND TOTAL (Pak Rs.)</b>				

**From F-2**

***Information to be provided in this Form shall only be used to establish payments to the Consultants for possible additional services, which are beyond the provision of the TOR and the respective Technical Proposal***

**BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT**

Project: \_\_\_\_\_ Firm: \_\_\_\_\_

Name	Position	Basic Salary per Cal. Month	Social Charges (%age of 1)	Overhead charges (%age of 1)	Billing rate to be used in Financial Proposal
		(1)	(2)	(3)	(4)
		Quoted Rates			(1) + (2) +(3)

**Notes:**

1. Basic salary shall include actual gross salary before deduction of taxes. Payroll sheet for each proposed personnel should be submitted with each invoice to be paid as per column (3) above accordingly.
2. Social charges shall include Employer's contribution to social security, paid vacation, average sick leave and other standard benefits paid by the company to the employee. (Form F-3).
3. Overhead shall include general administration cost, rent, clerical and junior professional staff and business getting expenses, etc. Breakdown of proposed percentage charge for overhead should be submitted and supported (see Form F-4).
4. The billing rate shall include all expenses of the consultant including profits and overheads.

Full Name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_







**Information to be provided in this Form shall only be used to establish payments to the Consultants for possible additional services, which are beyond the provision of the TOR and the respective Technical Proposal**

**REMUNERATION RATE FOR ADDITIONAL SERVICES  
(SUPPORT STAFF (Technical and Non-Technical))**

<b>Sr.No.</b>	<b>Position</b>	<b>Name</b>	<b>Monthly Billing Rate (Pak Rs.)</b>

**Information to be provided in this Form shall only be used to establish payments to the Consultants for possible additional services, which are beyond the provision of the TOR and the respective Technical Proposal**

**DIRECT (NON-SALARY) COSTS FOR ADDITIONAL SERVICES**

S.No.	Nomenclature	Unit	Quantity	Unit Price	Total Amount
1.	Rent for Office Accommodation				
2.	Office Utilities Costs				
3.	Cost/rental of Furniture/Furnishings				
4.	Cost of Office/Other Equipment i) Computers and accessories ii) Photo copy machines iii) Communication equipment iv) Drafting/Engineering equipment v) Surveying instruments vi) Cost of Laboratory equipment vii) Transport Vehicles/Rentals viii) .....				
5.	Cost of non-technical support staff not covered under remuneration charges				
6.	Travelling Costs				

Section 4 - Forms of Financial Proposal - Consultancy Services for Strengthening of the Women University of AJ&K Bagh

S.No.	Nomenclature	Unit	Quantity	Unit Price	Total Amount
7.	Communication expenses				
8.	Cost for Survey/Investigations				
9.	Cost for Model Studies				
10.	Cost for O&M of Labs/Testing of Material				
11.	Legal/Accounting/Software/Special Consultants and other similar Costs				
12.	Drafting/Reproduction of Reports				
13.	Professional liability cost				
14.	Office/Drafting Supplies				
15.	Similar other costs not covered under other Heads				
<b>Total:</b>					

**APPENDIX A**

**Terms of Reference**

**TOR**

## **A1. TERMS OF REFERENCE**

### **PLANNING, DESIGNING AND CONSTRUCTION SUPERVISION SERVICES FOR CONSTRUCTION OF ACADEMIC FACILITIES FOR WOMEN UNIVERSITY OF AJ&K BAGH**

#### **1. Background:**

Women University of AJ&K Bagh (client) intends to engage Engineering Consultants for carrying out planning, designing and construction supervision for Construction of Academic Facilities for Women University of AJ&K Bagh. The space requirements have been clearly defined by the client for respective buildings to be designed for the project (see page 49-56). The University buildings must reflect the regional tradition, cultural heritage and the design of buildings should be thematic. All the buildings in the proposed campus must be energy efficient and have the access to the disabled persons. The consultant is supposed to propose plans with optimum space utilization keeping in-view the clients' requirements.

#### **2. Scope of Services:**

##### **Design Stage:**

- Topographic survey (Digital) and preparation of contour plans.
- Geo technical investigation of sites including field or laboratory tests.
- Preparation of Environmental Impact Assessment Report.
- Preparation and submission of master plan of project with allied accommodation along with preliminary outlines of utilities plans.
- Preparation of detailed Architectural and Structural design of proposed building and allied structures as per prevailing architectural and engineering codes.
- Preparation & submission of detailed working / construction drawings of each and every component of building in soft and hard form.
- Preparation of modified drawings without additional charges if required by the client
- 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, Landscaping, Road, Paths, Street Lights, Cross Drainage and Sewerage Disposal Work, CCTV, Storm Water Drainage System, Security System etc.

- Preparation of design/drawings/specification electrical system with external electrification, such as substation, street lights etc.
- Submission of detailed Structural design calculations for all buildings and allied structures in soft form and hard copy.
- Preparation of complete tender documents / cost estimates / Variation order /BOQ`s
- Evaluation for pre-qualification / post qualification of Constructors by adopting standard procedure.
- Preparation and signing of bid Evaluation report, including attending bid opening ceremony.
- Preparation, submission & signing of contract agreement with the contractor on the prescribed PEC standards format.

**Supervision stage:**

- The quality and quantity assurance shall be the sole responsibility of the consultants being the Engineer In-charge of the project.
- Full time supervision of the construction work since start of the work till final satisfactory completion of all components as mentioned in the scope of work.
- Developing and ensuring quality assurance mechanism as per Engineering/Architectural standards.
- Progress monitoring as per approved time lines of the project and expediting progress at the site as per work plan for timely completion of the project in coordination with client.
- Preparation & presentation of monthly progress report or any review / report requested by client of the project.
- Taking measurement of work done carried out by the contractor, preparation, submission and verification of interim payment certificate (IPC) including final bill security and any other advances extended to the contractor/ sub constructor ( if any) as per Government Rules.
- The detailed construction supervision shall include planning guidance

programming, inspection, monitoring of the construction activities, constructor's performance quality /quantity control , implementation of work plans, drawings design and specifications , Preparation and verification of variation orders including drawing/sketches, correspondence with the constructor in capacity of the Engineer In-charge and 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 of Govt. interest.

- Submission of as built drawings/inventories/ projects completion reports / PC-IV after successful completion of the Project
- The consultant will periodically visit completed facilities of the project during defects liability period for prompt & efficient maintenance work through the contractor.
- Processing and recommendation of contractor's security after successful completion of Defect liability period.
- The Consultant will be accountable for any defects of losses or damages as a result of proven faults, errors or omissions on the part of the consultant during or after the completion of the work being the Engineer In-charge.

**3. TIME PERIOD AND Work Schedule**

The Project is estimated to be completed within **34 months** including **04 months** for planning & design and **30 months** for construction supervision.

**Space Requirement for Respective Buildings**  
**Space Requirements for Academic Block**  
**(Faculty of Social Sciences)**

Sr. No.	Description	Covered Area (Sft)	Qty (No.)	Total covered Area (Sft)
1	Lecture room for Bacholar disciplines each one for 40-50 students	750	25	18750
2	Lecture room for MS/M.Phil. & PhD (20 students)	360	8	2880
3	Computer Lab	700	2	1400
5	Seminar Hall (120-150 students)	1000	1	1000
6	Examination Hall	1500	2	3000
7	Meeting Room for Faculty	540	1	540
8	Dean Office	432	2	864
9	Faculty Office for Professor / HOD	220	6	1320
10	Faculty Offices for Associate Professors	200	6	1200
11	Faculty Offices for Assistant Professors (2 shared)	252	6	1512
12	Lecturers and Research Associate (3-4 shared)	320	6	1920
13	Teaching Labs (multiple use)	1000	6	6000
14	Technical Staff / Support Staff / Admin Staff (shared)	300	6	1800
15	Server Room	200	1	200
16	Washrooms for Female Faculty	253	5	1265
17	Washrooms for Male Faculty	253	3	759
18	Washrooms for Students	36	16	576
<b>Sub-Total</b>				<b>44986</b>
19	Circulation Area			13496
20	Mumty			1518
<b>Total</b>				<b>60000</b>

**Space Requirements for Students Hostel [Hazrat Ayesha (R.A) Hall]  
[Capacity: 200 Students]**

	<b>Description</b>	<b>Unit Area (Sft)</b>	<b>Qty (No)</b>	<b>Total Covered Area (Sft)</b>
1	Tri-Seater Room with Cupboard (for BS Students)	240	60	14400
2	Bi-Seater Room with cupboard (for MS/M.Phil & P.hD Students)	144	22	3168
3	Recreation Hall	800	1	800
4	Laundry	192	3	576
5	Warden Office	144	1	144
6	Staff Office	144	1	144
7	Staff Residences	168	2	336
8	Prayer Room	432	1	432
10	Dinning Hall	960	1	960
11	Reading room	400	1	400
12	Servant Room	144	1	144
13	Kitchen	192	1	192
14	Bath rooms/ Tiolets	864	3	2592
<b>Sub-Total:</b>				<b>24588</b>
15	Circulation Area			7376
16	Mumty			1336
<b>Total Covered Area Hostel:</b>				<b>33300</b>

**Space Requirements for Administration Block**

<b>Sr. No.</b>	<b>Description</b>	<b>Covered Area (Sft)</b>	<b>Qty (No.)</b>	<b>Total covered Area (Sft)</b>
<b>1</b>	<b>Vice Chancellor Secretariat</b>			
i.	VC Office	600	1	600
ii.	Ret. Room	280	1	280
iv.	PS Office	168	1	168
v.	PRO Office	168	1	168
vi.	Committee Room	720	1	720
vii.	Supporting Staff	168	2	336
viii.	Kitchen	120	1	120
<b>2</b>	<b>Registrar Office</b>			
i.	Registrar Office	280	1	280
iii.	Deputy Registrar Office	192	2	384
iv.	Assistant Registrar Office	168	4	672
v.	Supporting Staff	168	2	336
<b>3</b>	<b>Treasurer Office</b>			
i.	Treasurer Office	280	1	280
ii.	Additional Director Finance	216	1	216
iii.	Deputy Director Finance	192	2	384
iv.	DDO Office	192	1	192
v.	Assistant Director Finance	192	2	384
vi.	Budget Officer Office	192	2	384
vii.	Accounts Officer Office	192	2	384

Appendix-A Terms of Reference

viii.	Supporting Staff	168	4	672
ix.	Store Officer Office	168	1	168
x.	Transport Officer Office	168	1	168
xi.	Store Room	432	1	432
xii.	Audit Officer Office	192	1	192
xiii.	Supporting Staff	168	1	168
<b>4</b>	<b>Directorate of Planning &amp; Development</b>			
i.	Director P&D	280	1	280
iii.	Deputy Director P&D	192	1	192
iv.	Assistant Director P&D	192	2	384
v.	Supporting Staff	168	2	336
<b>5</b>	<b>Directorate of Works</b>			
i.	Director Works Office	280	1	280
ii.	Deputy Director Works	192	1	192
iii.	Assistant Director Works	192	2	384
iv.	Supporting Staff	168	4	672
<b>6</b>	<b>Directorate of Estate</b>			
i.	Director Estate Office	280	1	280
ii.	Deputy Director Estate	192	1	192
iii.	Assistant Director Estate	192	2	384
iv.	Security Officer Office	192	1	192
v.	Supporting Staff	168	3	504
<b>7</b>	<b>Examination Department</b>			

Appendix-A Terms of Reference

i.	Controller of Examinations Office	280	1	280
ii.	Additional Controller of Examinations Office	216	1	216
iii.	Deputy Controller of Examinations	192	2	384
iv.	Assistant Controller of Examinations	192	3	576
v.	Record Room	216	2	432
vi.	Supporting Staff	168	5	840
<b>8</b>	<b>Directorate of Student Affairs</b>			
i.	Director Student Affairs Office	280	1	280
ii.	Deputy Director Student Affairs	192	1	192
iii.	Assistant Director Student Affairs	192	2	384
iv.	Supporting Staff	168	2	336
<b>9</b>	<b>Directorate of Quality Enhancement Cell (QEC)</b>			
i.	Director QEC Office	280	1	280
ii.	Deputy Director QEC	192	1	192
iii.	Assistant Director QEC	192	1	192
iv.	Data Analyst	192	1	192
v.	Supporting Staff	168	1	168
<b>10</b>	<b>Office of the Research Innovation and Conferences (ORIC)</b>			
i.	Director ORIC Office	280	1	280
ii.	Deputy Director ORIC	192	1	192
iii.	Assistant Director ORIC	192	1	192
iv.	Supporting Staff	168	1	168

Appendix-A Terms of Reference

<b>11</b>	<b>Board of Advanced Studies and Research (BASR)</b>			
i.	Director BASR Office	280	1	280
ii.	Deputy Director BASR	192	1	192
iii.	Assistant Director BASR	192	1	192
iv.	Supporting Staff	168	1	168
<b>12</b>	<b>ICT Centre</b>			
i.	Director IT Office	280	1	280
ii.	Deputy Director IT	216	1	216
iii.	System Analyst Office	192	1	192
iv.	System Administrator	192	1	192
v.	Network Administrator	192	1	192
vii.	Supporting Staff	168	1	168
<b>13</b>	<b>Common Washrooms</b>	1500	1	1500
				<b>21708</b>
<b>14</b>	<b>Circulation Area</b>			6512
<b>15</b>	<b>Mumty</b>			1500
<b>Total</b>				<b>29720</b>

**Note:** Attached washroom facility will be available for the Officers those are working in BPS-18 and above.

**Space Requirements for Market Places (Small Bank Branch, Post Office, ATM, Tuck shops, Laundry) and Workshop/ Store Room**

Sr. No.	Description	Covered Area (Sft)	Qty (No.)	Total covered Area (Sft)
i.	Market Place (Small Bank Branch, Post Office, ATM, Tuck shops, Laundry)	3,000	1	3,000
ii.	Workshops/ Store Room	300	1	300

**External Development Work Associated with Proposed Infrastructure**

Sr. No	Description	Quantity	Unit Rates
1	Boundary Wall Precast Boundary Wall + Razor Wire		7300 rft
2	Main Gate and Waiting Area		Quantities will be finalized after detail design of respective items
3	Construction of Internal PCC Roads/ Retaining Walls Approximately 1.35 KM Length and 12Ft width		Quantities will be finalized after detail design of respective items
4	Overhead Electricity Construction of external electrical works including Cable ,Cable pulling pits ,LT cables, Networking system, Light Fixtures , Earthing system, Conduits pipes etc complete in all respect 1) Conduites Pipes ,LT Cables Earthing 2) Civil Works For Cables and extenal lighting 3) cable pulling pits 4) Networking System 4) LT cables 5)Lighting Fixture		Quantities will be finalized after detail design of respective items
5	Street Lights		Quantities will be finalized after detail design of respective items
6	Sewerage/ Drainage Construction of Sewerage System including Sewerage Network for proposed infrastructure and Sewage Water. Complete in all respect		Quantities will be finalized after detail design of respective items
7	Plantation/ Gardening/ Land Scaping/Retaining Wall/ Terraces Development		
8	Pumping Station & External Water Supply		Quantities will be finalized after detail design of respective items

Appendix-A Terms of Reference

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9	Water Tank Construction of Pumping Station/ Water Supply/ Water Tanks and Rain Water Harvesting <sup>7</sup> at Banni Pasari WUAJ&K	Quantities will be finalized after detail design of respective items
10	Sign and Bill Boards	Quantities will be finalized after detail design of respective items
11	Walk Ways	Quantities will be finalized after detail design of respective items
12	Parking/ Bus Stand / Service Station	Quantities will be finalized after detail design of respective items

**5. LIST OF DELIVERABLES**

<b>S.#</b>	<b>Deliverables</b>
1	Conceptual Drawings and Architectural Design –( 05 sets)
2	Preliminary Design Drawings – ( 05 set )
3	Final Design Drawings – (05 Sets)
4	Geotechnical Report of Project Sites ( 02 copies )
5	Draft Bidding Documents – ( 05 copies )
6	Final Bidding Documents (inc Tender Drawings, BOQs etc ) -( 15 copies )
7	Construction drawings-( 10 copies )
8	Design Report (Analysis & Design Calculations of All Components of Project) Hard & Soft-( 03 copies )

Note: the consultant shall arrange presentation as and when as asked by the client during the course of study.

The above mentioned Deliverables must cover all aspects mentioned in the RFP and TOR etc. and should be submitted to Client within the total period of three (03) months from the commencement date of services of each major component of the assignment. In addition, Monthly Progress Reports of the Project Sites are also mandatory to be submitted before 7<sup>th</sup> of each month.

**2.18 SCHEDULE OF PAYMENT**

The Consultant is requested to quote their costs on lump sum basis against each item of Work/Deliverables as listed in **Form F-1** and **Appendix B** (Payment Schedule) without prejudice to the Scope of the Work as prescribed in the RFP and TOR. The details under each item of **Form-1** and **Appendix-B** (Payment Schedule) are not necessarily repeated from the RFP and TOR. The Consultant may elaborate the details on separate pages of their offer under each item with respect to their technical proposal with clarity to avoid any ambiguity and cost overrun.

\*\*\*\*\*

## APPENDIX B

### PAYMENT SCHEDULE

S.#	Description	Quoted Amount (Rs.)
1	Mobilization advance 10 % against bank guarantee from any scheduled Bank in AJK / Pakistan acceptable to the client.	
<b>Master Planning</b>		
2	On approval of Master Plan & Conceptual Design	
<b>Complete Building design with allied structures.</b>		
3	On submission of Preliminary Architectural drawings	
4	On approval of Architectural drawings	
5	On submission of Tender drawings	
6	On approval of Tender drawings	
7	On approval of Bidding documents.	
8	On submission of Working / Construction drawings	
9	On submission of all documents in number as per deliverable	
	<b>TOTAL</b>	
<b>Construction Supervision</b>		
Remuneration for construction supervision will be subject to the physical and financial progress of construction work. A total amount for construction supervision will be decided and agreed upon at the time of contract / agreement. Proportionate Payment for supervision will be calculated and made to the consultant in stages upon execution of work.		
5% of total amount will be held as security to be released after completion of defect liability period of the project.		

## APPENDIX C

### PROPOSED MASTER PLAN WOMEN UNIVERSITY BAGH, A.J.K



## LOCATION MAP

## APPENDIX D

### **Copy of Model Agreement**

Relevant standard form of contract document prepared by the Pakistan Engineering Council shall be adopted.

# ***WOMEN UNIVERSITY OF AJ&K BAGH***



## **CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

**HIRING OF CONSULTANCY SERVICES**

for

**DESIGNING AND CONSTRUCTION SUPERVISION SERVICES FOR CONSTRUCTION  
OF ACADEMIC AND OTHER FACILITIES FOR  
WOMEN UNIVERSITY OF AJ&K BAGH**

**UNDER APPROVED PC-1**

**STRENGTHENING OF THE WOMEN UNIVERSITY OF AJ&K  
BAGH**

**JULY 2021**

**CONTRACT FOR ENGINEERING CONSULTANCY  
SERVICES**

**between**

---

**(NAME OF THE CLIENT)**

**and**

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**(NAME OF THE CONSULTANTS)**

**for**

**DESIGNING AND CONSTRUCTION SUPERVISION SERVICES FOR CONSTRUCTION  
OF ACADEMIC AND OTHER FACILITIES FOR  
WOMEN UNIVERSITY OF AJ&K BAGH**

**UNDER APPROVED PC-1**

**STRENGTHENING OF THE WOMEN UNIVERSITY OF AJ&K  
BAGH**

**JULY 2021**

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## FORM OF CONTRACT

- [Notes: 1. Use this Form of Contract when the Consultants perform Services as Sole Consultants.
2. In case the Consultants perform Services as a Member of the joint venture, use the Form included at the end.
3. All notes should be deleted in the final text.]

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, \_\_\_\_\_ (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:

*[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below/next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A : Description of the Services  
Appendix B : Reporting Requirements  
Appendix C : Key Personnel and Subconsultants  
Appendix D : Breakdown of Contract Price in Foreign Currency  
Appendix E : Breakdown of Contract Price in Local Currency  
Appendix F : Services & Facilities to be Provided by the Client  
Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

\_\_\_\_\_

Witness

(CLIENT)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_

Witness

(CONSULTANTS)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

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 and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "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 Sub consultant; 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 Authorised 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 Authorised Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## **1.5 Location**

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

## **1.6 Authorised 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 Authorised Representatives specified in the SC.

**1.7 Taxes and Duties**

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

**1.8 Leader of Joint Venture**

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

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

**2.1 Effectiveness of Contract**

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

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

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than 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 signed by both the Parties.

## **2.6 Extension of Time for Completion**

If the scope or duration of the Services is increased:

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

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's 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.

## **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 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

### **2.9.2 By the Consultants**

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

### **2.9.3 Cessation of Services**

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

### **2.9.4 Payment upon Termination**

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

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

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

### **2.9.5 Disputes about Events of Termination**

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

## **3. OBLIGATIONS OF THE CONSULTANTS**

### **3.1 General**

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.

### **3.2 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 hereinbelow.

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 Insurance to be Taken out by the Consultants**

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

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

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of 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, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a

detailed inventory thereof. The Consultants may retain a copy of such documents and software.

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

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

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

### **3.10 Accounting, Inspection and Auditing**

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

## **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

### **4.1 Description of Personnel**

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

### **4.2 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 have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the

performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

## **5. OBLIGATIONS OF THE CLIENT**

### **5.1 Assistance, Coordination and Approvals**

#### **5.1.1 Assistance**

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

- (a) provide at no cost to the Consultants, 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 pertaining or relevant to the carrying out of the Services, with various Government and other organisations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

#### **5.1.2 Co-ordination**

The Client shall:

- (a) coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government

Agency, Department or Authority, and other concerned organisation named in the SC.

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

### **5.1.3 Approvals**

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

### **5.2 Access to Land**

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

### **5.3 Change in the Applicable Law**

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

### **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 Clause 6 hereinafter.

### **5.5 Payments**

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

## **6. PAYMENTS TO THE CONSULTANTS**

### **6.1 Lump Sum Remuneration**

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

### **6.2 Contract Price**

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

### **6.3 Terms and Conditions of Payment**

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

### **6.4 Period of Payment**

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

### **6.5 Delayed Payments**

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the 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, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

## **6.7 Consultants' Entitlement to Suspend Services**

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

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

# **7. SETTLEMENT OF DISPUTES**

## **7.1 Amicable Settlement**

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

## **7.2 Dispute Settlement**

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

## **8. INTEGRITY PACT**

**8.1** 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
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his 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

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

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#### 1.1 Definitions

(p) "Project" means "Designing And Construction Supervision Services For Construction Of Academic And Other Facilities For Women University Of AJ&K Bagh ( Under Approved Pc-1 Strengthening Of The Women University Of AJ&K Bagh"

#### 1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E.Mail : \_\_\_\_\_

For the Consultants:

\_\_\_\_\_ (Name of Project Manager)  
\_\_\_\_\_ (Project)  
\_\_\_\_\_ (Address)  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone : \_\_\_\_\_  
Facsimile : \_\_\_\_\_  
E.Mail : \_\_\_\_\_

#### 1.7 Taxes and Duties

All applicable taxes in Pakistan and AJ&K.

**1.8 Leader of the Joint Venture**

The leader of the Joint Venture is ..... (name of the Member of the Joint Venture).

**2.1 Effectiveness of Contract**

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties is done..

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

The time period shall be 28 days, or such other period as the Parties may agree in writing.

**2.3 Commencement of Services**

The Consultants shall commence the Services within Seven (07) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

**2.4 Expiration of Contract**

The period of completion of Services shall be Six (06) Months for the Design period starting from when the Letter of Commencement is issued by the Employer and Thirty Six (36) Months for the Construction Supervision phase from the Date of start of mobilization of the Consultant at site and notified by the Employer.

"Completion of Services" for the Design means when all the deliverables and any other matter related to the Design as per the TORs have been completed and are approved. For Construction Supervision completion means when Defect Liability Period of the Contractor is ended and Defect Liability Certificate is issued.

**3.5 Insurance to be taken out by the Consultants**

The risks and the coverage shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of Rs.....

- (b) Insurance against loss of or damage to man power and/ or equipment purchased in whole or in part with funds provided under the Contract.

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

The Consultants shall also clear and will take prior approval from the client, before commitments on any action they propose to take under the following:

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

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

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

#### **5.1.1 Assistance**

- (a) The Client shall make available when required by the Consultant, the documents namely  
Existing Master Plan, Any previous Reports mutually agreed by the parties.

This list if warranted shall be supplemented subsequently.

#### **5.1.2 Coordination**

- (a) The departments and agencies include EPA and any Local agency from which the approval or concurrence is needed.

#### **5.1.3 Approvals**

The Client shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants subject to fulfillment of all relevant requirements.

### **6.1 Lump Sum Remuneration**

#### **For Design Phase:**

Payments will be made as per the Payment Schedule on the basis of deliverables.

- (i) 10% of design fees after submission and Acceptance of Inception Report & Preliminary Design Report.
- (ii) 30% of design fees after submission and Acceptance of detail design.
- (iii) 20% of design fee on submission and approval of Final Report.
- (iv) 20% of design fees quoted percentage after submission and Acceptance of bidding documents/
- (v) Remaining 20 % on commissioning of construction work, final payment will be made as per the work award cost

#### **For Construction Supervision phase:**

The consultant will be paid on the basis of actual time spend by each member of the Supervisory team on site. Time sheet approved by the Team Leader will be attached with the Bill.

This cost is inclusive of all direct and indirect costs associated with the Services as per the TORs. No other direct/ indirect cost associated with the services is separately allowed unless otherwise specified in this document.

## 6.2 Contract Price

- (a) The amount in foreign currency is  
The amount in local currency is Pakistani Rupees
- (b) The break up of foreign and local currencies shall be as under:
  - For Planning and Designing, total foreign currency comprising .....  
(Name the currency/currencies) is ..... and total Pak Rs. is .....
  - For Construction supervision:

## 6.3 Terms and Conditions of Payment

### For Planning and Design

A lump sum amount in local currencies against Planning and Design referred under SC 6.2 shall be paid to the Consultants for the Services to be completed within the period specified in SC 2.4.

Payments will be made as per the Payment Schedule on the basis of deliverables.

- (i) 10% of design fees after submission and Acceptance of Inception Report & Preliminary Design Report.
- (ii) 30% of design fees after submission and Acceptance of detail design.
- (iii) 20% of design fee on submission and approval of Final Report.
- (iv) 20% of design fees quoted percentage after submission and Acceptance of bidding documents/
- (v) Remaining 20 % on commissioning of construction work, final payment will be made as per the work award cost

### For Construction Supervision

- (a) A lump sum amount in local currencies referred under SC 6.2 against Construction Supervision shall be paid to the Consultants for the Services to be completed within a period specified in SC 2.4. The Contract Price as specified in Clause 6.2 is inclusive of all the taxes, direct and indirect cost to complete the Services as per the TORs. No additional amount shall be paid for any other direct or indirect Costs (i.e. Transportation, Residence, Office Rent, Printing, per-diem and all associated costs for the completion of the services etc) unless otherwise specified in this Contract.
- (b) Payment shall be made according to the following schedule:

(i) Payments shall be made on Monthly basis as per the actual time spend by each of the Staff Member on site as per the Payment Schedule given in the Bid subject to submission/ approval of the Progress report.

(c) 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 their bill in duplicate to the Client. Supporting documents shall be submitted for reimbursable direct costs expenditure, if any.

**6.4 Period of Payment**

(a) NA

**6.5 Delayed Payments**

NA

## **IV APPENDICES**

**Appendix A**

**Description of the Services**

As per TORs

**Appendix B**  
**Reporting Requirements**

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports:

<b>S.#</b>	<b>Deliverables</b>
1	Conceptual Drawings and Architectural Design –( 05 sets)
2	Preliminary Design Drawings – ( 05 set )
3	Final Design Drawings – (05 Sets)
4	Geotechnical Report of Project Sites ( 02 copies )
5	Draft Bidding Documents – ( 05 copies )
6	Final Bidding Documents (inc Tender Drawings, BOQs etc ) -( 15 copies )
7	Construction drawings - ( 10 copies )
8	Design Report (Analysis & Design Calculations of All Components of Project) Hard & Soft–( 03 copies )

For Construction Supervision:

1.	Daily Report
2.	Quarterly Progress Report
3.	Monthly Progress Report
4.	Final Completion Report

## Appendix C

### Key Personnel and Subconsultants

Key personnel are as under (but not limited to this).

#### (C) Designing Phase

11. The **Team Leader** should have Master's Degree in Civil Engineering (preferably Construction/Project Management), having at least 15 years of comprehensive experience and exposure to various Projects predominantly of designing of Educational Buildings in High Seismic Areas (Zone 3 and Zone 4 as per building code of Pakistan) along with the master planning of area of similar magnitude and complexity.
12. **Senior Architect** should have Bachelor's Degree in Architecture, with minimum of 10 years of experience of designing of multistory buildings in general & should have designed at least one iconic building of similar nature.
13. **Junior Architect** should have Bachelor's Degree in Architecture, with minimum of 3 years of experience of designing of multistory buildings in general & should have designed at least one iconic building of similar nature.
14. **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 in High Seismic Areas (Zone 3 & Zone 4 as per building code of Pakistan).
15. **Junior Structural Engineer** should have a Bachelor's Degree in Structure Engineering with minimum 3 years of experience on design of multistory buildings, culverts, retaining and protective structures in High Seismic Areas (Zone 3 & Zone 4 as per building code of Pakistan).
16. **Geotechnical Engineer** with minimum of 10 years of experience in relevant field.
17. **Public Health/Environmental Engineer** should have Bachelor's Degree in Civil Engineering/public health/environmental Engineering with minimum of 10 years of experience in the designing of Water Supply, Sewerage Infrastructure, solid waste and drainage.
18. **Quantity Surveyor** should have minimum 10 years of experience of preparation of BOQ, estimates.
19. **Contract Engineer** should have minimum 05 years of experience of preparation of bidding document.
20. **Electrical Engineer** should have minimum of 10 year experience.

#### (D) Construction Supervision Phase

10. **Resident Engineer** with minimum of 10 years of experience in construction supervision of building and infrastructure works.
11. **Material / Quality Assurance Engineer** should have minimum of 10 year experience in material testing.

12. **Site Inspector (02 No.)** with minimum of 10 years of experience in construction supervision.
13. **Assistant Resident Engineer (EMP)** should have minimum of 05 year experience.
14. **Surveyor** should have minimum of 10 year experience.
15. **Quantity Surveyor** should have minimum of 10 year experience.
16. **Electrical Inspector with** minimum of 10 years of experience in buildings.
17. **Health & Safety Engineer** should have minimum of 10 year experience in buildings.
18. **Support Staff**

**Appendix D**

**Breakdown of Contract Price in Foreign Currency**

NA

## Appendix E

### Breakdown of Contract Price in Local Currency

NA

**(The Contract is Lump Sum Contract and no cost related to this Appendix will be paid separately. The consultant will bear all cost related to this)**

[List here the elements of cost used to arrive at the breakdown of the Contract Price-local currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure related to:
  - (a) Support staff, and work charged staff;
  - (b) Office expenditures related to:
    - (i) rentals;
    - (ii) furnishing and equipment;
    - (iii) operation and maintenance of office, office equipment and furniture, office supplies.
  - (c) Transport including running and maintenance, and other associated costs;
  - (d) Travelling etc.
  - (e) Other costs
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2).

*Note:*

1. *Each item of reimbursable direct costs expenditure shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.*
2. *This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]*

**Appendix F**

**Services and Facilities to be Provided by the Client**

NA

**Appendix G**

**(INTEGRITY PACT)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times 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: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**  
**LUMP SUM REMUNERATION**

**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)**



*[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel and Subconsultants
- Appendix D: Breakdown of Contract Price in Foreign Currency
- Appendix E: Breakdown of Contract Price in Local Currency
- Appendix F: Services & Facilities to be Provided By the Client
- Appendix G: Integrity Pact (for Services above Rs. 10 Million)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- (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 \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Name of Member No. 2

Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Name of Member No. 3

Witness

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)