



## **REQUEST FOR PROPOSAL (RFP)**

### **APPOINTMENT OF ARCHITECTS/CONSULTANTS**

**FOR**

**PLANNING, DESIGNING OF EXTERNAL DEVELOPMENT WORKS  
AT  
IBA CITY CAMPUS**

**Dec  
2018**

**Tel #: 021-111-422-422 / 021-99261510 (8 lines)**

**Fax #: 021-99261508**

**E-mail: [info@iba.edu.pk](mailto:info@iba.edu.pk)**

**Website: [www.iba.edu.pk](http://www.iba.edu.pk)**



**INSTITUTE OF BUSINESS ADMINISTRATION**  
**PLANNING, DESIGNING OF EXTERNAL DEVELOPMENT WORKS AT IBA CITY**  
**CAMPUS**

**SECTION -1**

**LETTER OF INVITATION (LOI)**

**Dear Mr./Ms.**

The 'INSTITUTE OF BUSINESS ADMINISTRATION IBA invites proposals to provide the Consultancy Services for **PLANNING & DESIGN FOR EXTERNAL SERVICES OF IBA CITY CAMPUS KARACHI**. Details on the services are provided in the Terms of Reference.

1. This Request for Proposal (RFP) is addressed to the competent and qualified Consulting Firms registered with Pakistan Engineering Council (PEC)/ Pakistan Council of Architects & Town Planners (PCATP).

2. The Consultant will be selected under the **Quality & Cost Based Selection (QCBS)** method and procedures described in this RFP, in accordance with the Sindh Public Procurements Rules, SPPRA 2010 Amended 2017.

3. The RFP includes the following additional documents:

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - General Condition of Contract & Special Conditions of Contract

4. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.

5. All bidders must furnish **Bid security, equal to 1% of the quoted bid price**, in the shape of Bank Guarantee, CDR or Pay order, issued by a scheduled bank in Pakistan, in favor of "IBA KARACHI" in Pak Rupees (PKR), **as part of Proposal**, failing which shall result in rejection of the bid.

Yours sincerely,

**NASEEMUL HAQUE MALIK**

Senior Manager Contracts

INSTITUTE OF BUSINESS ADMINISTRATION KARACHI  
MAIN CAMPUS UNIVERSITY ROAD KARACHI  
**92-21-38104700 FAX 92-21-99261508 e-mail : nmalik@iba.edu.pk**

## **Section 2: Instructions to Consultants**

### **2.1. Introduction**

2.1.1 The Employer named in the Data Sheet shall select the Consultant from the applicant firms in accordance with the method of selection specified in the Data Sheet as per SPPRA rules 2010 ( 2017).

2.1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal for Services required for the Assignment as per Terms of Reference given in RFP. The proposals shall be in separately marked and sealed envelopes. The signed Contract will be based on the Proposal submitted by the Consultant.

2.1.3 Consultants shall familiarize themselves with the conditions of the Assignment and take them into account while preparing their respective Proposals. To obtain first-hand information on the Assignment, Consultants are encouraged to contact the Employer's representative named in the Data Sheet before submitting a proposal and to attend a pre-bid meeting. Attending the pre- bid meeting is not mandatory.

2.1.4 The Employer shall provide all project related information to the Consultants in a timely manner.

2.1.5 The Consultant shall bear all cost associated with preparation and submission of their proposals and submission of the proposal and the client is not bound to accept any proposal and reserve the right to scrape the selection process at any stage before awarding the contract without incurring any liability as per SPPRA rule 35.

### **3.0 Conflict of Interest**

3.0.1 The Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interest paramount, and to strictly avoid conflicts with other assignments or their own business/commercial interests.

3.0.2 Without limitation to the generality of the foregoing, Consultants and any of their affiliates/employees, associates, agents, sub-consultant shall be considered to have a conflict of interest and shall not be selected, under any of the circumstances set forth below:

### **3.1 Conflicting activities**

3.1.1. The affiliates/employees, associates, agents, sub-consultant of a Consultant that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, when a Consultant is hired to provide consulting services for the preparation or implementation of a project, its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the Consultant's said services.

### **3.2 Conflicting assignments**

3.2.1 A Consultant or any of its affiliates/ employees, associates, agents, sub- consultants shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the Employer or for another Client.

### **3.3 Conflicting relationships**

3.3.1 A Consultant which has family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.

3.3.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose situations may lead to disqualification of the Consultant or the termination of the Contract.

3.3.3 No agency or current employees of the Employer shall work as consultant under their own ministries, departments or agencies. Recruiting former government employees of the Employer to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as personnel in its technical proposal, such Personnel must have written certification from their government department or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such

certification shall be provided to the Employer by the Consultant as part of its technical proposal.

### **3.4 Fraud and Corruption**

3.4.1 Consultant participating in this Assignment must adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. The Consultant directly or indirectly must be involved in or have committed corrupt, fraudulent, collusive, coercive or obstructive practices:

For the purpose of this paragraph, the relevant terms are terms set forth below:

3.4.1.1 “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in execution of a contract;

3.4.1.2 “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

3.4.1.3 “collusive practices” means a scheme or arrangement between two or more firms with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;

3.4.1.4 “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.

### **4.0 Integrity Pact**

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

### **5.0 Eligibility**

5.1 If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR2010 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.

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

### **6.0 Eligibility of Sub Contractor**

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

### **7.0 Only One Proposal**

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

### **8.0 Proposal Validity**

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

### **9.0 Bid Security**

Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than one percent and shall not exceed five percent of bid amount).

### **10 Clarification & Amendments in RFP Documents**

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

## **11 Preparation of Proposals**

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

## **12. Language**

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However, it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

## **13. Technical Proposal Format & Contents**

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

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

(v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):



(i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last \_\_\_\_\_ (PA may give number of years as per their requirement) years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).

(vii) Any additional information requested in the Data Sheet.

**13.3** The Technical Proposal shall not include any financial information.

## **14 Financial Proposal**

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

## **15. Taxes**

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

## **16. Submission, Receipt, and Opening of Proposals**

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the name of the Assignment, and with a warning "**Do Not Open with The Technical Proposal.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked "**Do Not Open Before Submission Deadline**". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may constitute a case for rejecting the Proposal. If the Financial Proposal is not

submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission. .

## **17. Proposal Evaluation**

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants shall not contact the Employer or any of its officers/Employee on any matter related to the Consultant's Technical and/or Financial Proposal. Any effort by the consultant directly or indirectly to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Proposal.

The Evaluation Committee, while evaluating Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

### **18 Evaluation of Technical Proposals**

18.1 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical marks (St). A Proposal shall be rejected at this stage if it does not respond to the eligibility criteria of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical marks indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

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

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

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

### **19 Opening and Evaluation of Financial Proposals**

19.1 Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the Consultants, and their respective technical scores shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 In case of **Least Cost Selection LCS Method**, the bid found to be the lowest evaluated bid shall be accepted.

19.4 **In case of Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will 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; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

## **20. Negotiations**

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

## **21. Technical negotiations**

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

“Description of Services”. Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

## **22. Financial negotiations**

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

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

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

## **24. Award of Contract**

24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in data sheet.

24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**25. Confidentiality**

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

## INSTRUCTIONS TO CONSULTANTS

### DATA SHEET

Paragraph Reference	
1.1	Name of the Employer: INSTITUTE OF BUSINESS ADMINISTRATION IBA KARACHI Method of selection: <b><u>Quality &amp; Cost Based Selection (QCBS)</u></b>
1.2	Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b> <b>Name of the assignment is:</b> <i>PLANNING &amp; DESIGNING FOR INFRASTRUCTURE AT IBA CITY CAMUS KARACHI</i>

1.3	<p><b>A pre-bid meeting will be held:</b> YES</p> <p><b>The Employer's representative is:</b> SENIOR MANAGER CONTRACT</p> <p>INSTITUTE OF BUSINESS ADMINISTRATION IBA KARACHI  UNIVERSITY ROAD KARACHI UAN 111-422-422 TEL : (92-21) 38104700  nmalik@iba.edu.pk</p>
1.4	The Employer will provide facilitation in meeting with the relevant Government Departments and make available relevant project data and reports.
1.5	Proposals must remain valid for 90 days after the submission date.
1.6	<p>Clarifications may be requested from the Employer's representative not later than five days prior to the submission deadline.</p> <p>The Employer's representative address for requesting Clarification is:  <b>SENIOR MANAGER CONTRACT</b>  <b>INSTITUTE OF BUSINESS ADMINISTRATION IBA KARACHI</b>  <b>UNIVERSITY ROAD KARACHI UAN 111-422-422 TEL : (92-21) 38104700</b>  <b>nmalik@iba.edu.pk</b></p>

2.4 (c)	Consultant should submit details of relevant 'completed' and 'in-hand' assignments on <b>Forms Tech. 2-7</b>
3.4 (e)	<p>CVs should be duly signed by respective person and should contain details on relevant assignments done by the individual in the past.</p> <p>Unsigned CVs can be rejected</p>
3.6	The Consultant shall bear all expenses incurred in preparation and submission of proposal .
3.7	Amounts payable by the Employer to the Consultant under the Contract to be subject to all federal, provincial & local taxation: <b>Yes</b>
3.8	Consultant shall quote the Financial Proposal in the national currency i.e. PKR: <b>Yes</b>
4.3	Consultant must submit the <b>original and 2 copies</b> of the Technical Proposal, and <b>original</b> of the Financial Proposal in separate sealed envelope, both enclosed in one common envelope and sealed with company seal.
4.5	<p>The Proposal submission address is:  <b>Senior Manager Contracts</b>  <b>Institute of Business Administration IBA Karachi</b>  <b>+92 3218230724 UAN 111-422-422 FAX 92-21 99261508 www.iba.edu.pk</b>  <b>mail : nmalik@iba.edu.pk</b></p> <p>Proposals must be submitted no later than the following date and time:  <b>14<sup>th</sup> Feb 2019 2.30PM</b>  <b>Technical Proposal will be opened on the same day at 3.30 PM at same venue</b></p>

6.4 SC	<p><b><u>Design Delay Penalty :</u></b>          If the Project is delayed due to the reason attributed to the consultant, design delay penalty shall be imposed @1% of the total contract price per week but maximum10% of the contract amount</p>
5.2	<p><b>(i) Eligibility Criteria:</b>          The Consultant (Firm/ Joint Venture) fulfilling the following basic eligibility criteria shall only be considered for further evaluation. All the members must meet the mentioned eligibility criteria in case of Joint Venture (relevant documents to be attached):</p> <ol style="list-style-type: none"> <li>1. Valid Registration of firm with Pakistan Engineering Council (PEC)/Pakistan Council of Architects &amp; Town Planners (PCATP).</li> <li>2. Valid legal entity of the firm e.g. Certificate of registration from Securities &amp; Exchange Commission of Pakistan (SECP)/ Partnership deed in case of Partnership firm from registrar.</li> <li>iii. Certificate of registration with Income Tax and SRB under Sindh Revenue Board or relevant Authority (as applicable).</li> <li>iv. Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation. No litigation is pending against the Consultant and a government department, body or agency.</li> <li>v. Judicial Affidavit declaring “Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been blacklisted/ defaulted by any government department/organization”.</li> <li>vi. Provide separate undertaking that the information supplied by the firm is correct. <b>(Form GEN - 6)</b></li> <li>vii. The Consultant shall properly understand all main issues related to the assignment and other relevant design/technical aspects that may have been considered in the TORs. The Consultant shall provide methodology to address such aspects by using advanced and innovative solutions. The timing and duration of all activities shall be provided by the Consultant which are appropriate &amp; consistent with the Assignment. <b>(Form Tech - 11)</b></li> </ol>



**(ii) Qualification Criteria**

Qualification will be based on Consultant's meeting the following qualification criteria regarding their financial soundness, experience record and quality of its personnel capabilities and other relevant information as demonstrated by the Consultant's response to this RFP.

Qualification criteria as mentioned below is applicable for applicants:

<b>Sub Cat</b>	<b>Category</b>	<b>Marks</b>
A	Financial Soundness	10
B	Experience Record	45
C	Personnel Capabilities	45
	<b>Total</b>	<b>100</b>

Marks shall only be given if the Forms are filled as per instructions given in this Document.

**No compromise shall be made on minimum requirements of 50% marks in**

**each Sub-Category (A, B, C) and an overall minimum of 70% marks required to**

**qualify in the aforesaid qualification criteria.**

Criteria, sub-criteria and marking system for the evaluation of Consultants shall be

as under:

The formula for determining the financial marks is the following:

$S_f = 100 \times f_m / f$ , in which  $S_f$  is the financial marks, ' $f_m$ ' is the lowest price and ' $f$ ' the price of the proposal under consideration.

The score given to the Technical and Financial Proposals are:

Technical Score (T)= 80% x  $S_t$ , and

Financial Score (P) = 20% x Sf

Grand Total (GT) = T + P

**The Consultant achieving the highest combined technical and financial score (GT) will be awarded the Contract.**

Assignment shall commence from the date as indicated in the Contract.

### **Section 3: Technical Proposal - Standard Forms**

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of **Section 2** of the RFP for Standard Forms required.

- GEN- 1 Technical Proposal Submission Form
- GEN- 2 General Information Form
- GEN-3 JV Information Summary
- GEN-4 Joint Venture Agreement (Applicable to Joint Venture Only)
- GEN-5 Power of Attorney for Lead Member of Joint Venture (Applicable to Joint Venture Only)
- GEN-6 Affidavit of Correctness
- GEN-7 Litigation History
- TECH-1 Financial Soundness
- TECH-2 Consultant's Experience (Summary of Similar Nature Project Completed in Last 10 Years)
- TECH-3 Consultant's Experience (Detail of Similar Nature Project Completed in Last 10 Years)
- TECH-4 Consultant's Experience (Summary of Similar Nature Project in hand)
- TECH-5 Consultant's Experience (Detail of Similar Nature Project in Hand)
- TECH-6 Consultant's Experience (Summary of Civil Works Consultancy & Resident Construction Supervision Completed in Last 10 Years)
- TECH-7 Consultant's Experience (Detail of Civil Works Consultancy & Resident

Construction Supervision Completed in Last 10

Years)

TECH-8 Team Composition and Task Assignments.

TECH-9 Curriculum Vitae (CV) for Proposed Professional Staff. TECH-10 Staffing Schedule

TECH-11 Work Schedule

**Form GEN-1 Technical Proposal Submission Form**  
**Section 1: Letter of Invitation**

KARACHI ---- TH ----- 2018

To:  
M/S INSTITUTE OF  
BUSINESS  
ADMINISTRATION  
KARACHI

We, the undersigned, offer to provide Consultancy Services for \_\_\_\_\_in accordance with your Request for Proposal dated \_\_\_\_\_and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal inname of our firm / Joint Venture with: [*Insert a list with full name and address of each JV member*]<sup>1</sup>

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If contract negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.13 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours

sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

<sup>1</sup> Delete in case of no Joint Venture.

## Form GEN-2 General Information

Applicant (or each Member of a Joint Venture) applying for consultancy services is required to complete the information in this form. Nationality information is also to be provided for foreign owners or Consultants who are forming part of the Joint Venture as required under the PEC Bye-Laws for Joint Venture.

1.	Name of Consultant	
2.	Head Office Address	
3.	Telephone	
4.	Fax	
5.	Type of Organization	
6.	Place of Incorporation/Registration	Year of incorporation/registration
7.	PEC/PCATP Registration No:	Validity:
8.	NTN#	
9.	Sindh Board of Revenue Registration No	

## DETAILS OF OWNERS / DIRECTORS

S.NO	NAME	DESIGNATION	NATIONALITY	REMARKS

## Form GEN-3 Joint Venture Summary

**Names of all Members of a Joint Venture**

**SIGNATURE**

1. Lead Member

2. Member

3. Member

4. Member

5. Member

6. Member

## Form GEN-4 Joint Venture Agreement (Applicable to Joint Venture Only)

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,000)

To:

-----  
[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"  
-----

-----  
[Name and address of the Member firm]

who for the purpose of this Agreement shall hereinafter called "Member". They hereby declare:

1. That they will legalize a Joint Venture in case that a Contract for the Consultancy Services of \_\_\_\_\_ is awarded to their group.
2. That they have nominated \_\_\_\_\_ (name of the Lead member) as the Lead Member of the Joint Venture.
3. That they authorized Mr. /Ms. \_\_\_\_\_ (name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the JV's Representative in the name and on the behalf of their Joint Venture.
4. That all members of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
5. That this Joint Venture is constituted for the purpose of the execution of the under this contract.
6. That if the Employer accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer.
7. That each member's share of the Work, stated as percentage of the total contract amount, shall be a follows :

1. Signed for and on behalf of  
[Name of the Lead Member]

Signature

Name:

Designation, Date & Seal

2. Signed for and on behalf of  
[Name of the Member]

Signature

Name:

Designation, Date & Seal



## Form GEN-5 Power of Attorney for Lead Member of Joint Venture

*[To be printed on a PKR 100 stamp paper]*

Whereas the Infrastructure Development Authority of the Punjab (IDAP) has invited Application for\_\_\_\_\_.

Whereas,\_\_\_\_\_,\_\_\_\_\_and\_\_\_\_\_ (collectively the “**Joint Venture**” and individually as the “**Member**”) being members of the Joint Venture are interested in Providing Consultancy services in accordance with the terms and conditions of the Request for Proposal and:

Whereas, it is necessary for the JV to designate one of the JV Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV's Proposal for the Project and its execution.

NOW THEREFORE KNOW ALL MEAN BY THESE PRESENTS

We,\_\_\_\_\_ having our registered office at\_\_\_\_\_, M/s.\_\_\_\_\_, having our registered office at\_\_\_\_\_, and M/s.\_\_\_\_\_, having our registered office at\_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s

\_\_\_\_\_, having its registered office at\_\_\_\_\_, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us in the event the Joint Venture is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\*\*.

For: (Signature)

(Name, Title and Address)

For: (Signature)

Witnesses:

- 1.
- 2.

(Name, Title and Address)

(Executants (To be executed by all the Members of the Joint Venture) Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issue.

**Form GEN-6 AFFIDAVIT FOR CORRECTNESS OF INFORMATION**

*(To be printed on PKR 100 Stamp Paper)*

**Name:**

*(Applicant or member of Joint Venture)*

I, the undersigned, do hereby certify that all the statements made in the Pre-Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Infrastructure Development Authority of the Punjab (IDAP) deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the IDAP.

IDAP undertakes to treat all information provided as confidential.

*Signed by an authorized*

*Officer of the firm*

Title of Officer

Name of Firm

**Form GEN-7 Litigation History for the Last 10 years**

**Name:** *(Applicant or Member of Joint Venture)*

<b>Description of Contract</b>	<b>Year</b>	<b>Name of Client,</b>	<b>Cause of litigation and matter in dispute</b>	<b>Disputed amount (Current value in PKR )</b>	<b>Award FOR or AGAINST Applicant</b>	<b>Remarks by Applicant</b>

**Attach Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.**

### Form TECH-1 Financial Soundness

Consultant (Lead Member of a Joint Venture, in case of JV) will provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. **A copy of the audited financial statements of the past three (3) financial years must be attached.**

Year	Turnover	Rupees in Million
2015 – 2016		
2016 – 2017		
2017 – 2018		
<b>Average of above</b>		

## Form TECH-2 Consultant's Experience

### Summary of Similar Nature Project Completed in Last Ten (10) Years

Name of Applicant or Member of a Joint Venture

*Consultant and each Member of a Joint Venture is required to complete the information in this form.*

*Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

*\*Each project provided in this form requires a corresponding **Form TECH-3** and adequate documentary evidence in order to be eligible for consideration*

### Form TECH-3 Consultant's Experience

#### Detail of Similar Nature Project Completed in Last Ten (10) Years

A separate form with adequate documentary evidence (**Completion Certificate/ Contract Agreement indicating Consultancy Cost**) shall be provided for each project in **Form TECH-2**.

#### Name of Applicant Firm :

1.	Name of Contract :
	Location :
2.	Name of Employer :
3.	Employer Address .....
4.	Nature of Works and special features of the consultancy Assignment ..... .....
5.	Contract Role (Tick One)  (a) Sole Consultant    (b) Sub- Consultant    (c) Member in a JV
6.	Total Project Cost PKR
7.	Value of the total Consultancy contract PKR.....
8.	Date of Award
9.	Date of Completion
10.	Name of senior professional staff of your firm involved and functions performed in this project (indicate most significant profiles such as Project Director/Coordinator,

## Form TECH-4 Consultant's Experience

### Summary of Similar Nature Project in-Hand

Consultant and each Member of a Joint Venture applying is required to complete the information in this form.

**Name of Applicant Firm :**

Use a separate sheet for each Member of a Joint Venture.

Project Name	Date of Award	Expected Date of Completion	Location	Value in PKR (Million)

\*Each project provided in this form requires a corresponding **Form TECH-5** and adequate documentary evidence in order to be eligible for consideration.



## Form TECH-5 Consultant's Experience

### Detail of Similar Nature Project in-Hand

A separate form with adequate documentary evidence (**Letter of Award/ Agreement indicating Consultancy Cost**) shall be provided for each project in **Form TECH-4..**

1. \_\_\_\_\_ Name of Contract

Location

Name of Applicant or Member of a Joint Venture

2.	Name of Employer
3.	Employer Address .....
4.	Nature of Works and special features of the consultancy Assignment ..... .....
5.	Contract Role (Tick One)  (a) Sole Consultant    (b) Sub- Consultant    (c) Member in a JV
6.	Total Project Cost PKR
7.	Value of the total contract  PKR.....
8.	Date of Award
9.	Planned Date of Completion

## TECH-6 Consultant's Experience

### Summary of Civil Works Consultancy & Resident Construction Supervision

#### Projects Completed in last 10 Years

Name of Applicant or Member of a Joint Venture

*Consultant and each Member of a Joint Venture is required to complete the information in this form.*

*Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

*\*Each project provided in this form requires a corresponding **Form TECH-7** and adequate documentary evidence in order to be eligible for consideration*

## Form TECH-7 Consultant's Experience

### Detail of Civil Works Consultancy & Resident Construction Supervision

#### Projects Completed in last 10 Years

Name of Applicant or Member of a Joint Venture

*A separate form with adequate documentary evidence (**Completion Certificate/ Contract Agreement indicating Consultancy Cost**) shall be provided for each project in **Form TECH-6**.*

1.	Name of Contract
	Location
2.	Name of Employer
3.	Employer Address .....
4.	Nature of Works and special features of the consultancy Assignment ..... .....
5.	Contract Role (Tick One)  (a) Sole Consultant    (b) Sub- Consultant    (c) Member in a JV
6.	Total Project Cost  PKR
7.	Value of the total Consultancy contract  PKR.....
8.	Date of Award
9.	Date of Completion
10.	Name of senior professional staff of your firm involved and functions performed in this project (indicate most significant profiles such as Project Director/Coordinator,



**Form TECH-9 Curriculum Vitae (CV) for Proposed Professional Staff**

**1. Proposed Position** [only one candidate shall be nominated for position of team leader and three persons for rest of the positions]:

**2. Name of Consultant** [Insert name of firm proposing the staff]:

**3. Name of Staff** [Insert full name]:

**4. Date of Birth:** \_\_\_\_\_ **Nationality:**

**5. CNIC or Passport No:** \_\_\_\_\_ **Contact No:**

**6. Education:**

<b>Degree</b>	<b>Major/Minor</b>	<b>Institution</b>	<b>Date (MM/YYYY)</b>
---------------	--------------------	--------------------	---------------------------

**7. Membership of Professional Associations:** [Attach Membership Certificates]

**8. Other Training** [Indicate significant training since degrees under 6 - Education were obtained]:

**9. Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:

**10. Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

<b>Employer</b>	<b>Position</b>	<b>From(MM/YYYY)</b>	<b>To (MM/YYYY)</b>
-----------------	-----------------	----------------------	---------------------

**11. Detailed Tasks Assigned**

[List all tasks to be performed under this assignment]

## 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks

### Assigned

*[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]*

1) Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

2) Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

### 13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience, and myself. I understand that any will ful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date:

*[Signature of staff member]*

*Day/Month/Year*

Full name and signatures of authorized representative:







## **Section 4: Financial Proposal - Standard Forms**

*[Comments in brackets [ ] provide guidance to the Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]*

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

FIN-1      Financial Proposal Submission Form

FIN-2      Summary of Costs

FIN-3      Breakdown of Costs by Activity

## Form FIN-1 Financial Proposal Submission Form

[Location, Date]

To:

Institute of Business Administration IBA

Karachi

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all the applicable taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.13 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Consultant:

Address:

### Form FIN-2 Summary of Costs

Item	Costs
	Pak Rupees
Planning & Design Phase (Inclusive of all taxes)	
<b>Total Costs of Financial Proposal<sup>1</sup></b> (Inclusive of all taxes)	

1 Indicate the total costs, including of all taxes, applicable such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Consultant:

Address:

## **SECTION 5 – TERMS OF REFERENCE**

### **SCOPE OF SERVICES**

The work includes design and development of the following facilities including

1. Sewerage system improvement of the existing system & strengthening the existing system of IBA City Campus .
2. Improvement of existing water supply system of City Campus.
3. Design and development of existing Canteen Building and design for a new building Ground plus two with hollow plinth to provide parking at ground floor. Proposed Canteen for students and staff at first floor and gymnasium at second floor for boys & girls.
4. Land scaping ( Hard and Soft ) of the IBA City Campus.
5. Design and development of Existing entry and exit gates and gate houses, security posts etc.
- 6 Design and development of existing compound wall.

The Consultant will be responsible for:

- Master Planning of total area of about approximate 3.5 Acres with facilities stated above at Para 1.
- Preliminary design and Detailed design of the facilities listed above
- Preliminary design and Detailed design of the infrastructure related to facilities stated above.
  - Preparation of detailed BOQ based on CSR ( Composite Schedule Rates ) Sindh 2012.
  - Preparation of detailed tender & working drawings

## **PHASE A: DESIGN WORK**

- Stage 1: Master planning of the complete project
- Stage 2: Preliminary Design and Detailed Design / Working Drawings and Draft tender Documents, Engineers Cost Estimate and detailed BOQs.
- Stage 3: Final Design and Tender Documents
- Stage 4: Services during tendering stage

## **Phase A: Design Work**

### **STAGE 1: Data Collection, Survey, Analysis and Project Brief & Feasibility**

The Consultant shall carry out all surveys and site investigations of the Project site as follows:

1. Clients Project brief, and site data supplied by the client, data collected by the consultant from authorities having jurisdiction.
3. Cost /Budget and time schedule limitations
4. Site Information, such as:
  - a. Carry out a detailed Topographical Survey to determine and record the exact layout of Site and adjacent areas (roads, structures, etc.), water channels, physical features, site levels, location of existing roads, boundary limits, services (above and belowground), existing structures and all other pertinent information and conditions relevant to the Project site.
  - b. Identify preliminary locations for both temporary and permanent works.
  - c. Statement on fundamental general and specific codes, building regulations and zoning requirements.
  - d. Extent of infrastructure and site constraints.

#### **Project Design Brief:**

The Consultant shall develop, along with the Client and the End Users, a Design Brief and report for the Project and established standards for space requirements in compliance with planning regulations. The Consultant may recommend variations to the planning regulations which are justified and add value to the planning for the project. Such variations would be subject to Client's approval.

The Consultant shall, in close collaboration with the Client, finalize the Project Design Brief with the objective of developing the Site and to include but not limited to:

- a. Review of local municipality rules and regulations applying to the site and their application.
- b. All Spaces allocations, program and detailed schedules of Accommodation.
- c. Operational requirements, in collaboration with the Client.
- d. Facilities requirements.
- e. Special relations between facilities.
- f. Interfaces with existing or proposed facilities.
- g. Extent of the infrastructure, landscape and external works.
- h. Survey of existing and projected pedestrian and vehicular traffic, and emergency and services routes within the plot boundaries for buildings

## **STAGE 2:**

### **Design**

The Consultant shall prepare a Design that will define the Project in terms of, Master Plan, Architectural building layouts, interior and exterior finishes Structural design and design of Electrical, Plumbing, Telephone, networking, CCTV, firefighting & HVAC Systems.

The Consultant shall accommodate in the Design any environmental considerations that may be required.

At the conclusion of this Stage, the Consultant shall prepare a Design Report including 3 D presentation that will summarize all of the work undertaken during this Stage. The Preliminary Design Report shall be submitted to the Client for review and approval. Upon approval by the client , the consultant shall Liaison with the Client and other relevant

authorities for preparation upon final working and tender drawing and documents.

The deliverables under the scope of work at this stage shall consist of, but not limited to, the following:

### **1. Architectural Design Drawings**

The design & drawings to appropriate scales will include the following:

- a. Site Master Plan integrating various elements of the Complex with their connectivity proposal, building locations, roads, parking services, hard and soft landscape, vehicular and pedestrian traffic flows etc.
- b. 3D views of masterplan, with complete outlook of the whole complex
- c. Fire safety Plans
- d. Car park study showing the required car park spaces as per the local codes requirements, international regulations and best practice.
- e. Schedule of alternatives (with recommendations) for building materials, interior and exterior finishes.
- f. Rough Cost Estimates

### **b. Infrastructure and Utilities Design**

Preliminary design and drawings for infrastructure and utilities includes following systems:

- i. Site development general layout
- ii. Water supply system requirements and layouts
- iii. Firefighting system fire hydrants and breaching inlet layout
- iv. Fire reservoir and pump room
- v. Sewerage and Storm water drainage system
- vi. External Electrification, Power and low current distribution networks, Initial load and distribution calculations
- i. Access Roads, foot paths and walkways
- ii. Check Posts
- ix. Gates, Fence and Boundary walls
- x. Any other drawings and systems as viewed necessary
- xi. Sewer Manhole details and infrastructure services co-ordination drawings with sections showing levels clearly



### **c. Landscape drawings**

- i. Landscape design drawings specifying hard and soft scapes, water features and lighting design.
- ii. List of plants
- iii. Layout of sidewalks
- IV. Proposed lighting philosophy

### **d. Interior Design**

The interior design section shall describe the interior concept design and will include:

- a. Space allocation program
- b. Basic Design Criteria
- c. Outline indication of internal finishes and materials
- d. Concept drawings and layouts showing the interior design intent of the building(s)
- e. Concept building sections and elevations to define the Project components and the interior design character.
- f. Preliminary layouts for the proposed furniture
- g. Presentation material, as appropriate, to give a clear understanding of the design intent of the project. Mounted interior design colored drawings and perspectives, to a suitable scale, shall be included.

### **STAGE 3: Final Design and Tender Documents**

Following the approval of the Detailed Design, the Consultant shall prepare and submit the Final Design and Tender Documents incorporating the Client's review/comments of the previous stage and the final Bills of Quantities.

**Final Design and Tender Documents shall comprise:**

Volume 1 – Conditions of Contract [PEC Standard Forms of Contract]

- a. Instructions to Tenders
- b. Form of Agreement
- c. Form of Tender Bond
- d. Form of Performance Bond
- e. Form of Tender and Appendix to Tender
- f. Conditions of Contract comprising
  - Part I - General Conditions of Contract
  - Part II - Conditions of Particular Application

Volume 2 – Specifications [by the Consultant]

These documents (if more than one volume) shall be prepared by the Consultant; each shall be bound and provided with a printed cover.

Volume 3 – Bills of Quantities [by the Consultant]

This document shall be prepared by the Consultant, bound and provided with a printed cover by the Consultant.

Volume 4 – Drawings

Final drawings shall be prepared by the Consultant to appropriate size and listing.

**STAGE 4: Tendering and Pre-Construction Activities**

Tender Addenda.

The Consultant shall, subject to the approval of the Client, prepare any addendum to the Tender Documents if and when required. The addendum shall be issued to all Tenderers for incorporation into their Tender Offer in a timely manner.

Prequalification/Tenders Evaluation

The Consultant shall attend Prequalification Proposal and tenders opening meeting. The Consultant shall evaluate Prequalification Documents and, Tenderers' technical / financial offers and shall prepare a Prequalification Evaluation and Tender Report with analysis and recommendations.

## **Award of Construction Contract**

The Consultant shall:

Assist the Client in the discussions and negotiations with the bidders throughout the process till Contract Award.

Prepare the required number of "Approved for Construction" (AFC) drawings and other contract documents for the construction contract. The AFC drawings shall incorporate all revisions and addenda issued since issue of the tender.

### **SUBMISSION OF DOCUMENTS AND DRAWINGS**

The Consultant is required to submit all project reports, drawings and documents in the format listed below and recorded on computer media (2 copies) using software and formats standardized and approved by the Client.

All items to be provided are deemed to be covered in the overall price submitted by the Consultant.

<b>Sr. #</b>	<b>Description</b>	<b>No.</b>	<b>Size</b>	<b>Scale</b>
1	<b>Preliminary Design</b> Preliminary Architectural drawings Preliminary Engineering drawings	5	A-4 /A-3	As Required
2	<b>Final Design and Tender</b> Final Tender drawings (Plans, Elevations, Sections, etc.) Final Tender Documents Cost Estimate	5	As Required	As Required
3	<b>Tender Stage</b> Issuance of Addendum Tender and Recommendation	5	As required	As Required

## **PROFESSIONAL LIABILITY**

Professional liability as stands in the prevalent conduct and practice of Consulting Engineers prescribed by the PEC and provisions mentioned in Rule 54 of Sindh Procurement Rules 2014 issued by the Sindh Procurement Regulatory Authority.

- i. The consultant selected and awarded a contract shall be liable for consequence of errors or omissions on the part of the consultant.
- ii. The extent of liability of the consultant shall form part of the contract and such liability shall not be less than remunerations nor it shall be more than twice the remunerations.
- iii. The procuring agency may demand insurance on part of the consultant to cover the liability of the consultant and necessary costs shall be borne by the consultant.
- iv. The consultant shall be held liable for all losses or damages suffered by the procuring agency on account of any misconduct by the consultant in performing the consulting services.

## **INTELLECTUAL PROPERTY RIGHTS**

- i. All documents, reports, designs, research work and all deliverables prepared by the consultant shall become and remain the property of the Client.
- ii. Any future use of these documents and software by the consultant shall not be done without permission of Client.

**INDICITIVE TIME FRAME:**

<b>NO.</b>	<b>DELIVERABLES</b>	<b>TIME FOR SUBMISSION</b>
1	Submission of Preliminary Design and Concept Reports	Within 03 weeks commencement of Services
2	Submission of Detailed Design	Within 04 weeks of submission of preliminary drawings
3	Submission of Final Design and Tender Documents	Within 4 weeks from the submission of detailed design
4	Submission of Tender Evaluation Report	Within 02 week from the tender submission
5	Submission of Construction (IFC) Drawings	Within 02 weeks after the final design

TOTAL TIME : 12 ( TWELVE ) WEEKS AFTER APPROVAL CONCEPT PLAN & DRAWING

## **PAYMENT TERMS**

<b>No</b>	<b>DELIVERABLES</b>	<b>PAYMENT TERMS</b>
1	Submission and Approval of Preliminary Design and Concept Reports	30% of the quoted price
2	Submission and Approval of Detailed Design	30% of the quoted price
3	Submission and Approval of Final Design and Tender Documents	30% of the quoted price
4	Submission and Approval of Tender DOCUMENTS	10% of the quoted price

## 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 Sindh Public Procurement Act, thereunder Rules 2010.
- (b) "Procuring Agency PA" means the implementing department which signs the contract
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

## 1.2 Law Governing Contract

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

## 1.3 Language

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

## 1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

## 1.5 Location

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

## 1.6 Authority of Member in Charge

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

## 1.7 Authorized Representatives

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

## 1.8 Taxes and Duties

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

## 1.9 Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.



## Integrity Pact

B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall 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 Sub-consultant, 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 Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

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

### 2.1 Effectiveness of Contract

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

### 2.2 Commencement of Services

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

### 2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

### 2.4 Modifications or Variations

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

### 2.5 Force Majeure

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

#### 2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract 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 as soon as possible about the occurrence of such an event.

### 2.5.3 Extension of Time

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

### 2.5.4 Payments

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

## 2.6 Termination

### 2.6.1 By the PA

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

(a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

### 2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

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

(b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### 2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant:

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

## 3. OBLIGATIONS OF THE CONSULTANT

### 3.1 General

#### 3.1.1 Standard of Performance

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

#### 3.2 Conflict of Interests

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

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

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

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

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

##### 3.2.3 Prohibition of Conflicting Activities

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

### 3.3 Confidentiality

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

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

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

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

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

#### 3.6 Reporting Obligations

(a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

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

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

#### 3.8 Accounting, Inspection and Auditing

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

## 4. CONSULTANT'S PERSONNEL

### 4.1 Description of Personnel

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

### 4.2 Removal and/or Replacement of Personnel

(a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.

(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. OBLIGATIONS OF THE PA

### 5.1 Assistance and Exemptions

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

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

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

### 5.3 Services and Facilities

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

## 6. PAYMENTS TO THE CONSULTANT

### 6.1 Security

### 6.2 Lump-Sum Payment

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

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above

the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

### 6.3 Contract Price

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

### 6.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

### 6.5 Terms and Conditions of Payment

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

## 7. GOOD FAITH

### 7.1 Good Faith

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

## 8. SETTLEMENT OF DISPUTES

### 8.1 Amicable Settlement

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

### 8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

## Special Condition of Contract

Number of

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

{1.1} Sindh Public Procurement Act and Sindh Public Procurement Rules 2010. amended 2017

1.3 The language is English.

1.4 The addresses are:

**Procuring Agency:** INSTITUTE OF BUSINESS ADMINISTRATION IBA

Attention: Senior Manager Contracts IBA Karachi

Facsimile:

E-mail: nmalik@iba.edu.pk

**Consultant:**

Attention:

Facsimile:

E-mail:

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

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

1.7 The Authorized Representatives are:

For the PA: SENIOR MANAGER CONTRACTS

For the Consultant:

1.8 The Consultant shall pay all relevant Federal , Provincial or Municipal taxes including stamp duty and service charges

2.2 The date for the commencement of Services is 07 ( Seven days ) after issuance of the LOA

2.3 The time period shall be, 03 ( Three Calendar ) months after approval of the Conceptual plan by the PA .

{3.5 (c)}

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

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

{3.7 (b)}

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

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

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

{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}

{5.1}

Note: List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."

6.1 The consultant shall submit bid security 1% Performance security 5% of contract amount

6.3 The amount in Pak Rupees or in foreign Currency [insert amount].

Payments shall be made according to the following schedule:

(a) Twenty five (25) percent of the Contract Price shall be paid on the submission & approval of conceptual plan by PA.

(b) Thirty five (35) percent of the lump-sum amount shall be paid upon submission of the detailed design & drawing.

(c) Fifteen (15) percent of the lump-sum amount shall be paid upon submission of the Contract bidding documents, specifications and Engineering Estimates.

(d) Twenty-five (25) percent of the completion of Installation and commissioning of the system or One year after Successful Completion report of the design drawing contract.

#### **6.4 Design Delay Penalty :**

If the Project is delayed due to the reason attributed to the consultant, design delay penalty shall be imposed @1% of the total contract price per week but maximum 10% of the contract amount

8.2

Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions:

Appendix A



(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.

PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS 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 Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [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 GoS, 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 GoS 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 GoS under any law, contract or other instrument, be voidable at the option of GoS.

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

Name of Buyer: ..... Name of Seller/Supplier: .....

Signature: ..... Signature: .....

[Seal] [Seal]

## CONTRACT

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert PA's name] ("the PA") having its principal place of business at [insert PA's address], and [insert Consultant's name] ("the Consultant") having its principal office located at [insert Consultant's address].

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and WHEREAS, the Consultant is willing to perform these services, NOW THEREFORE THE PARTIES hereby agree as follows:

### 1. Services

(i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

### 2. Term

The Consultant shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing.

### 3. Payment

#### A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

#### C. Payment Conditions

Payment shall be made in [specify currency], no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

#### A. Coordinator

The PA designates Mr./Ms. [insert name] as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

#### B. Timesheets

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

#### C. Records and Accounts

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

6. Performance Standard

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

7. Confidentiality

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

8. Ownership of Material

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

9. Consultant Not to be Engaged in Certain Activities

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

10. Insurance

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

11. Assignment

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

12. Law Governing Contract and Language

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

13. Dispute Resolution

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

14. Design Delay Penalty :

If the Project is delayed due to the reason attributed to the consultant, design delay penalty shall be imposed @1% of the total contract price per week but maximum10% of the contract amount.

FOR THE PA

FOR THE CONSULTANT

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Witness :

1. -----

2. -----

