

Tender FORM Technical

Tender # CS/02/26-27

HIRING OF CONSULTANCY SERVICES FOR DESIGN & PROJECT MANAGEMENT

**FOR RECONSTRUCTION OF OLD BLOCKS BOYS HOSTEL AT IBA MAIN
CAMPUS UNIVERSITY ENCLAVE KARACHI**

Date of Issue : September 15, 2026

Last Date of Submission : October 01, 2026 (3:00 PM)

Date of Opening of Tender : October 01, 2026 (3:30 PM)

Company Name: _____

NTN: _____, SRB Registration Number: _____

GST Registration Number: _____

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SECTION 1. LETTER OF INVITATION

LETTER OF INVITATION

..... 2026

Subject: Letter of Invitation for “Consultancy Services for Designing & Project Management for Reconstruction of Old Block of Boys Hostel at IBA Main campus Karachi University Enclave Karachi.

1- The Institute of Business Administration IBA Karachi requests proposal for the “Consultancy Services for Consultancy Services for Designing & Project Management for Reconstruction of Old Block of Boys Hostel at IBA Main campus Karachi University Enclave Karachi.

2- RFP may be collected from the office of Procurement Department, IBA Main Campus Karachi, during office hours on payment of Rs. 5,000/- (non-refundable) in the shape of demand draft / pay order in favor of IBA Karachi from any scheduled bank of Pakistan or download from IBA web site www.iba.edu.pk or SPPRA website. www.pprasindh.gov.pk.

3- Method for selection of consultants will be Quality and Cost Based Selection (QCBS) as described in this RFP in accordance with the “SPPRA Rule 72(3)” and “Rule-79 of SPPRA Rules 2010.”

4- The Technical & Financial proposals will be uploaded on EPAD and hard copy of Technical & Financial Proposal along with Rs. 200,000/- Bid Security as per Data Sheet shall be delivered to the Gate No 4 IBA Main campus Karachi university Enclave by not later than **01 October, 2026** before **3:00 PM**. The Technical Proposal will be opened on the same day at **3:30 PM** at IBA Karachi Main campus in the presence of the bidders who may wish to attend. The evaluation criteria is given in RFP. Financial Bid of technical qualified bidders shall be open in the presence of bidders who desire on date announce by the Client. Financial Bids of unsuccessful bidders shall be returned un open.

5- Successful bidder shall submit Performance Bond as per given in Data Sheet.

6- Client reserves the right to cancel or reject the proposals under Public Procurement Rules.

7- The bid shall be valid for a period of 90 days from the date of opening of financial bids.

Registrar

Institute of Business Administration IBA Karachi

Address: IBA main Campus Karachi University Enclave, Karachi Sindh, Pakistan.

Tel: (92-21) 38104700 UAN :111-422-422

SECTION 2. INSTRUCTIONS TO CONSULTANTS

INSTRUCTIONS TO CONSULTANTS

[Note to the Procuring Agency, this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Procuring Agency, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)].

1. Definitions

(a) "Procuring Agency (PA)" means the department with which the selected Consultant signs the Contract for the Services.

(b) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.

(c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.

(d) "Data Sheet" means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.

(e) "Day" means calendar day including holiday.

(f) "Government" means the Government of Sindh.

(g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.

(h) "LOI" (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.

(i) "Proposal" means the Technical Proposal and the Financial Proposal.

(j) "RFP" means the Request for Proposal prepared by the procuring Agency for the selection of consultants.

(k) "Sub-Consultant" means any person or entity to whom the Consultant subcontracts any part of the Services. (l) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.

2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

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

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

(iii) A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of

- (i) the preparation of the Terms of Reference of the assignment,
- (ii) the selection process for such assignment, or
- (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationships

3.2 Government officials and civil servants may be hired as consultants only if:

- (i) They are on leave of absence without pay;
- (ii) They are not being hired by the agency they were working for, six months prior to going on leave;
- (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines: "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation; Under Rule 35 of SPPR2010, "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

5. 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. (Annex A).

6. Eligible Consultants

6.1 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.

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

7. Eligibility of Sub Consultants; A shortlisted Consultant would not be allowed to associate with consultants who have failed to qualify the shortlisting process.

8. Only one Proposal

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

9. Proposal Validity

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

9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet

10. Clarification and Amendment 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 and Content.**

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 submit 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.
- (iv) 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).
- (v) 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).
- (vi) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

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 (if required under the selection method indicated in the Data Sheet).

shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL 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 des patch 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 should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

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

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of Financial Proposals

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

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

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

19.4 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: $S = S_t \times T\% + S_f \times P\%$. 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 date 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.

26. Arbitration

26.1 In case of any dispute, difference or and question arising out of or in connection with this Agreement, including its interpretation, performance, breach, or termination, the Parties shall first endeavor to resolve such dispute amicably through mutual discussions and negotiations in good faith within thirty (30) days from the date on which either Party notifies the other of the dispute.

26.2 If the dispute is not resolved amicably within the aforesaid period, it shall be referred to arbitration in accordance with the Arbitration Act, 1940. The Parties shall mutually appoint a sole arbitrator. If the Parties fail to mutually agree upon the appointment of the arbitrator within fifteen (15) days, either Party may seek appointment of the arbitrator in accordance with the provisions of the Arbitration Act, 1940.

26.3 The arbitration proceedings shall be conducted in accordance with the substantive and procedural laws of Pakistan. The seat and venue of arbitration shall be Karachi, Pakistan. The arbitral award shall be final and binding upon the Parties. Subject to the foregoing, the courts of competent jurisdiction at Karachi shall have exclusive jurisdiction in respect of matters arising out of or relating to this Agreement.

SECTION 3. SCOPE OF WORK

CONSULTANCY SCOPE OF WORK (SOW)

1. Project Information

Project Title: “Hiring of Consultancy Services for Designing and Project Management for Reconstruction of Boys Hostel old Blocks at IBA Main Campus University of Karachi Enclave”.

Client: Institute of Business Administration (IBA) Karachi.

Project Location: IBA Main Campus Karachi University Enclave Karachi.

1. Project Understanding

The Consultant shall provide **complete Architectural and Engineering design services**, along with **Project Management and Construction Supervision**, in accordance with the regulations of Pakistan Engineering Council and applicable local SBCA by-laws.

The facility may include:

- Residential Dormitory / housing units Single & Dual for Students
- Common amenities
- Parking and external works
- Utilities and MEP Infrastructure

2. Scope of Services

2.1 Inception & Data Collection

- Conduct site visits and surveys (topographic, soil investigation coordination)
- Gather client requirements and prepare **Project Brief**
- Develop space programming and design criteria
- Review legal and regulatory constraints

2.2 Concept Design

- Prepare concept design options with layout plans
- Develop massing, zoning, and circulation concepts
- Provide preliminary structural and MEP concepts
- Prepare outline specifications
- Submit preliminary cost estimate

Deliverables:

- Demolition Plan of the existing Blocks
- Concept drawings (plans, elevations, 3D views)
- Concept design report
- EIA/ Initial Environmental Impact Report
- Initial cost estimate

2.3 Schematic Design

- Develop detailed Architectural & Furniture Lay out Plan
- Coordinate structural and MEP systems
- Define materials and systems (Specification)
- Ensure compliance with:
 - PEC guidelines & Pakistan Building Codes
 - SBCA building codes
 - Seismic provisions

Deliverables:

- Schematic drawings (Architectural, Structural & MEP Services)
- Updated cost estimate based on CSR & Rate Analysis along with Bar Bending Schedule
- Design basis report and Calculations in Soft and hard copy format

2.4 Detailed Design & Construction Documents

The Reconstruction of Boys Hostel old Block will consist of RCC Frame Structure Ground Plus Three-Story Building which will accommodate Single /Dual Dormitory with all related amenities & facilities like common room, Indoor games, dining rooms etc. complete with all MEP facilities.

For each Package

- Prepare complete working drawings:
 - Architectural drawings
 - Structural, Electrical, Mechanical, Plumbing (MEP) design and drawings
- Prepare technical specifications
- Bidding Documents based on PEC Guide lines
- Develop **Bill of Quantities (BOQs based on CSR)**
- Prepare engineer's cost estimate along with Rate analysis for non-CSR items
- Bar Bend Schedules

Deliverables:

- Issued-for-construction (IFC) drawings
- BOQs and specifications
- Detailed cost estimate

2.5 Regulatory Approvals

- Prepare and submit drawings to relevant authorities
- Obtain building plan approvals and NOCs
- Ensure compliance with environmental and zoning regulations

2.6 Tender Documentation & Procurement

- Prepare tender documents, drawings & Specifications in line with Pakistan Engineering Council Standard Bidding Documents
- Assist in contractor prequalification
- Respond to bidder queries
- Prepare bid evaluation report
- Assist in contract award

2.7 Project Management & Construction Supervision

- Act as **Engineer / Consultant** during construction
- Review and approve shop drawings and material submittals
- Supervise construction works to ensure:
 - Compliance with drawings and specifications
 - Quality of workmanship
- Monitor project schedule and progress
- Conduct regular site inspections and meetings
- Issue site instructions

2.8 Contract Administration

- Prepare and certify Interim Payment Certificates (IPCs)
- Evaluate variations and claims
- Maintain project documentation
- Provide contractual advice to the Client

2.9 Quality Assurance & Quality Control

- Develop QA/QC plan
- Ensure material testing and compliance with standards
- Maintain quality records

2.10 Health, Safety & Environment (HSE)

- Ensure contractor compliance with HSE standards
- Monitor safety practices
- Report incidents and recommend corrective actions

2.11 Cost Control

- Monitor project cost vs approved budget
- Recommend value engineering solutions
- Evaluate financial impacts of variations

2.13 Post-Construction Services

- Monitor Defects Liability Period (DLP)
- Ensure rectification of defects
- Assist in final account settlement

3. Deliverables

The Consultant shall submit:

- Project Brief & Inception Report
- Concept, Schematic, and Detailed Design Reports
- IFC Drawings
- BOQs and Cost Estimates
- Tender Documents & Bid Evaluation Report
- Monthly Progress Reports
- QA/QC and HSE Reports
- IPC Certifications
- Completion & Handover Report

4. Key Personnel for Project Management

The Consultant shall provide the following for Project management;

- Team Lead / Project Manager
- Quantity Surveyor
- Resident Engineer
- Site Supervisors

(All professionals must be registered with Pakistan Engineering Council where applicable).

5. Duration of the Assignment

- Design Phase: 3 (Three) months from the date of approval of Concept design
- Construction Phase: 12 (Twelve) months from the date of start of the Project
- Defects Liability Period: 12 (Twelve) months from the date of issuance of completion certificate to the Contractor.

6. Applicable Standards

- PEC By-Laws and Code of Ethics
- Pakistan Building Code
- Seismic Provisions of Pakistan
- Relevant international standards (ACI, ASTM)

7. Client's Responsibilities

The Client shall:

- Provide available site plan, available property documents, surveys, and approvals
- Facilitate stakeholder meetings and decision-making
- Review submissions and provide feedback within agreed timelines
- Responsible for obtaining final statutory approvals from SBICA however Consultant shall provide all technical assistance required and legitimate fee at SBICA

- Facilitate payments and approvals

8. Reporting & Coordination

The Consultant shall report to the Registrar IBA or his authorized representative and coordinate with relevant stakeholders and statutory authorities as required.

9. Payment Terms

A. (For design Phase)

Sr. No.	Payment Milestone	Payment %
1	Submission & approval of Inception Report	10%
2	Submission & approval of Concept Master Plan & Site Analysis	25%
3	Submission & approval of Final Master Plan	45%
4	Final Presentation & approval of Digital Submission	15%
5	Close-Out & issuance of discharge certificate	5%

B. (For Construction Phase)

Consultant shall submit the agreed fee percentage of the approved IPC amount (after deduction of retention amount) of the Contractor work done at site.

C. (For Defects liability Period)

The Consultant shall submit the agreed fee percentage of the approved retention amount of the Contractor.

SECTION 4. DATA SHEET

DATA SHEET

4.1	Name of the Assignment is: “Hiring of Consultancy Services for Designing & Project Management for Reconstruction of Boys Hostel Old Blocks at IBA Main campus Karachi University Enclave Karachi “. The Name of the P A’s official (s): Registrar, Institute of Business Administration IBA Karachi Address: IBA Main Campus Karachi University Enclave, Karachi Sindh, Pakistan. Tel: (92-21) 38104700 UAN :111-422-422 www.iba.edu.pk
4.2	Bidding Procedure: The bidding procedure is based on Single Stage Two Envelope method.as per SPPRA rules 46 (2b) on Lump Sum Assignment Basis. Each envelope shall contain separately the financial proposal and the technical proposal and envelope to be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL”
4.3	The method of selection is: Quality and Cost Based Selection (QCBS) Criteria, sub-criteria, SPPRA Rule 72(3) Tech. & Financial evaluation as per RFP
4.4	Financial Proposal to be submitted together with Technical Proposal in Separate Envelope
4.5	The Proposal submission address is: Institute of Business Administration IBA Karachi Address: IBA main Campus Karachi University Enclave, Karachi Sindh, Pakistan. Tel: (92-21) 38104700 UAN :111-422-422 www.iba.edu.pk Proposals must be submitted no later than the following date and time <u>01 October 2026 before 03:00 PM</u>
4.6	Proposal’s validity: 90 days
4.7	Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: E-mail nmalik@iba.edu.pk

4.8	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.
4.9	The Proposal submission date & venue: Proposals must be Uploaded to EPAD and a hard copy to be submitted at IBA Gate No 4 IBA Main Campus Karachi University Enclave Karachi no later than the following date and time at the address mentioned below; 1) On or before 01 October, 2026 by Time: 3:00 PM. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water and other utilities, access to site, applicable laws and regulations, and any other matter considered relevant by them. 2) The Bid shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder who shall also initial each page, in blue ink. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by authorized signatory. 3) Bids received by the CLIENT after the specified time on the Bid Due Date shall not be eligible for consideration and shall be summarily rejected.
4.10	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.
4.11	Bid Security: Rs. 200,000/- in the name of IBA Karachi in the shape of Pay Order / Demand Draft/ Bank Guarantee from any schedule Bank of Pakistan. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable not later than 28 days from the date of signing of Contract Agreement by the successful bidder. For Estimation purpose Cost of the project Construction 550 million. For Stage-II i.e. Estimation cost of the Project may be assumed PKR 550 million.
4.12	Performance Guarantee: Successful bidder shall submit performance guarantee equivalent to 5 % of the bid price, in shape of Pay order or Bank Guarantee which shall be returned upon issuance of discharge certificate.
4.13	Pre-Bid Meeting: Pre-bid meeting will be held on 21st Sep 2026 at IBA Main Campus @ 11:00 AM
4.14	Time Line of the Assignment: Stage-I Designing & Planning a) Conceptual Planning & Designing with 3-D Presentation 2 Weeks

	b) Detailed designing, Bidding Documentation & BOQ 12 Weeks (After getting written approval of Conceptual Planning) Stage-2 Project Management a) Site Supervision 12Months (From the date of LOA issued to the Contractor) b) Finalization of Account & Closure of Project 4 Weeks
4.15	Liquidated Damages: If the Consultant fails to deliver all the deliverable as stated in Scope of Work as mentioned in scope of work with in prescribed time, then a deduction 0.1 % of the contract amount shall be deducted for per week from the remuneration due to the Consultant but not more than 10 % of the contract amount as max.
4.16	MECHANISM FOR REDRESSAL OF GRIEVANCES Institute of Business Administration (IBA) Karachi has a Committee for Complaint Redressal to address the complaints of bidder that may occur during the procurement proceedings. Any bidder being aggrieved by any act or decision of the Institute of Business Administration (IBA) Karachi during procurement proceedings may lodge a written complaint after the decision causing grievance has been announced as per SPPRA Rule 31.
4.17	MANDATORY ELIGIBILITY OF BIDDER Mandatory Eligibility Requirements for the Consultant a) Valid and Active National Tax Number of consultants(s). b) Year of establishment supported by certificate from the PEC / Registrar. c) An affidavit that the firm has not been blacklisted or debarred by any Government / Autonomous Body or Corporate body. d) A certificate / affidavit that the firm has not been involved in any litigation with any Government / Autonomous body or if there is any a brief of should be attached a) Valid Certificate of Registration with Sindh Revenue Board (SRB). Balance Sheet /Company Annual Turn Over and income tax returns of the firms and all JV partners (Last three years)

SECTION 5. EVALUATION METHOD

EVALUATION METHOD

Method for selection of consultants as per SPPRA Rule 72 (3).

Quality & Cost based Selection (QCS) Method

2.1. Technical Score weightage: 70%

Financial Score Weightage: 30%

SN.	Component	Weightage
1	Relevant Experience	60
2	Key Personnel	30
3	Financial Capability	10
Total		100

The evaluation of consultants shall be as carried out as under;

SN.	Criteria	Weightage
1	Experience of the Firm/ Joint Venture	60 points
	Similar projects (Designing & Project management for Development work in Educational Institutions)	70% of 60 points (42 points)
	General Project completed or in hand	30% of 60 points (18 points)
2	Quality of Core Team of the Firm/ Joint Venture (the core team may comprise of Team Leader, Senior, Structural Engr, Senior Architect, Public Health Engineer, Resident Engineer, Electrical Engineer, Networking Engineer, SH & E Expert.	30 points
3.	Financial Capability of Firm/Joint Venture	10 points
	Total	100 points

Documentary Evidence of the experience like Completion Certificate is required. Consultant shall provide the contact number of the client for verification.

A-Technical Proposal Evaluation Criteria:

Technical Proposal:

The evaluation committee shall carry out its evaluation as under: applying the evaluation criteria and point system.

Each responsive proposal shall be attributed a technical score (St). There are four essential elements for judging the capability of any firm to perform credibly on a given project. These are

- Bidders previous experience on similar & general projects,
- Bidders professional staff having the specific expertise to meet its obligations during the assignment & approach/methodology of consultant and
- Bidders' financial capability.

The weight-age of the respective component shall be as under;

The firms obtaining 70% & above marks in technical evaluation will technically qualify and be called for financial proposal opening only, whereas the financial proposals of the firms obtaining less marks than 70% will be returned unopened.

a) Evaluation of the Experience of Firm.

The experience of firm shall be considered under two heads i.e. Similar Experience and General Experience. A minimum of 5 similar assignments or more *"Design & Developmental Works of Residential Multi storied Ground plus three of Educational Institutions."* Of worth Rs. 500 million or more (Project Completion Cost) with similar services.

Number of Projects	Weightage	Marks
≥ 1 ≤ 3 projects of Residential Apartment space designing and construction supervision of more than 10,000 Sq. ft area	20%	8
≥ 4 ≤ 8 projects of Residential Apartment space designing and construction supervision of more than 10,000 Sq. ft area	40%	17
≥ 9 ≤ 12 projects of Office space designing and construction supervision of more than 10,000 Sq. ft area	70%	29
≥ 13 projects of Office space designing and construction supervision of more than 10,000 Sq. ft area	100%	42

Whereas; for General Experience, 5 general Design & Development projects (other than development works of Education Institutions) of worth Rs. 500 million or more (Project Completion Cost) with similar services.

Number of Projects	Weightage	Marks
≥ 1 ≤ 3 projects of Residential Apartment space designing and construction supervision of more than 10000 Sq. ft area	20%	4
≥ 4 ≤ 8 projects of Residential Apartment space designing and construction supervision of more than 10000 Sq. ft area	40%	7
≥ 9 ≤ 12 projects of Office space designing and construction supervision of more than 10000 Sq. ft area	70%	13

≥ 13 projects of Office space designing and construction supervision of more than 10000 Sq. ft area	100%	18
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b) Evaluation of Quality of Staff: (Total 30 Marks)

Nominated experts shall be evaluated based on the following qualification as demonstrated in their C. V's.

Technical & Support Staff:

S. No.	Name of Post	Nos.	Qualification and Experience	Assigned Marks
	Technical Staff			20
i	Chief Architect	01	BS- (Arch) or equivalent with minimum 10 years' experience Less than 10 year 1 No ≥ More than 10 years	02
ii	Architects	02	BS- (Arch) or equivalent with minimum 05 years' experience. Less than 5 year 1 No ≥ More than 5 years	02
iii	Cost Engineer / Quantity Surveyor	01	BE (Civil) Minimum 05 years' experience Less than 5 year 1 No ≥ More than 5 years	02
iv	Visual Artist & Consultant	01	Minimum 05 years' experience Less than 5 year 1 No ≥ More than 5 years	02
v	Mechanical or Electrical Engineer (Design)	01	B.E/BS (Mech:) with 05 years' experience Less than 5 year 1 No ≥ More than 5 years	02
vi	Civil & Structural Engineer (Design)	02	B.E (Structure) with 10 years' experience. Less than 10-year 1 No each ≥ More than 10 years 2 Nos each	04
viii	I.T. Manager / Engineer	01	BE (IT/networking) with 05 years' experience	02

			Less than 5 year 1 No ≥ More than 5 years	
ix	CAD Operator	01	5 years' experience Less than 5 year 1 No ≥ More than 5 years	02
x	Assistant CAD Operator	01	5 years' experience Less than 5 year 1 No ≥ More than 5 years	02
	Supporting Staff			10
i	Office Manager	01	Graduation with 2 years experience	2.5
ii	Accounts Manager	01	Graduation with 2 years experience	2.5
iii	Office Assistant	01	Graduation with 2 years experience	2.5
iv	Other Staff	01	Graduation with 2 years experience	2.5

c) Evaluation of Financial Capability.

Financial capability of firm shall be evaluated based on the following qualifications:

i	Annual Turnover of 20 million or above for last three (03) years	10 Marks
ii	Annual Turnover of Less than 20 million but up to 15 million or above for last three (03) years	7.5 Marks
iii	Annual Turnover of less than 15 million but up to 10 million or above for last three (03) years	5 Marks

d) Interpretation & Final Determination

The interpretation and final determination of any matter relating to the RFP and all enclosed Documents, Sections, Annexure, Compliance Documents etc. as well as any additional or supplementary information required by IBA Karachi, will be at IBA's sole discretion which shall be final and binding on the Consulting Firms.

B- Financial Proposal Evaluation Criteria: For Quality Cost Based Selection

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

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

$$S = 100 \times F_m / F \text{ (F = amount of specific financial proposal)}$$

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

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

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

C) NEGOTIATION (As per Rule-79 of SPPRA Rules 2010):

Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest-ranking proposal in writing, by registered letter, cable e-mail and invite it to negotiate the Contract.

Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial draft contract by the conclusion of negotiations.

Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final scope of work, the staffing, and the bar charts, which shall indicate activities, staff, and periods in the field and in the home office, staff months, logistics and reporting.

Having selected Consultants based on, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract based on the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be available. The Client shall not consider substitutions for key staff except in cases of un-expected delays in the starting date or inability of key professional staff for reasons of health.

7.The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second-ranked consultants.

AWARD OF CONTRACT:

The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/initialing of the draft contract, the Client shall promptly inform the other Consultants that their proposals have not been selected.

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

SECTION-6**Technical Proposal - Standard Forms**

[Comments in brackets] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

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 and number of pages recommended.

Form TECH-1. Technical Proposal Submission Form	35
Form TECH-2. Consultant's Organization and Experience.....	36
A - Consultant's Organization	37
B - Consultant's Experience	
Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PA	38
A - On the Terms of Reference	39
B - On Counterpart Staff and Facilities	
Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment	40
Form TECH-5. Team Composition and Task Assignments	41
Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff.....	42
Form TECH-7. Staffing Schedule1	30
Form TECH-8. Work Schedule.....	31

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

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 Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope

1. We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]

2 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 negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in 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 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: _____

1 [In case Paragraph Reference of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

For FTP Only

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE**A - Consultant's Organization**

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

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

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

Firm's Name:

For FTP Only

FORM TECH-3.

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

AND

ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PA

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

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

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

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should

highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

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

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

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

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

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

1. Proposed Position [only one candidate shall be nominated for each position]:

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

3. Name of Staff [Insert full name]:

4. Date of Birth:

Nationality:

5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6. Membership of Professional Associations:

7. Other Training [Indicate significant training since degrees under 5 - Education were obtained]:

8. Countries of Work Experience: [List countries where staff has worked in the last ten years]:

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.]:

From [Year]: -----

To [Year]: -----

Employer: -----

Positions held: -----

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 <i>[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.]</i> <i>Name of assignment or project:</i> _____ <i>Year:</i> _____
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	<i>Location:</i>	<i>PA:</i>
	<i>Main project features:</i>	<i>Positions held:</i>
	<i>Activities performed:</i>	

13. Certification:

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

Date:

[Signature of staff member or authorized representative of the staff]

Day /Month /Year

Full name of authorized representative:

FORM TECH-7. STAFFING SCHEDULE

N	Name of Staff	Staff input (in the form of a bar chart)												Total staff-month input			
Foreign																	
		1	2	3	4	5	6	7	8	9	10	11	12		Home	Field	Total
Local																	
		1	2	3	4	5	6	7	8	9	10	11	12		Home	Field	Total

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

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work. 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input

Part time input

FORM TECH-8. WORK SCHEDULE

No	Activity	Months												

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

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

SECTION - 7

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 consultant's 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. 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 interest's 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 lumpsum 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.

III. Special Conditions of Contract

(Clauses in brackets {} are optional; all notes should be deleted in final text) Number of GC Clause Amendments of, and Supplements to, Clauses in the General Conditions of Contract {1.1} Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.

1.3 The language is English.

1.4 The addresses are:

Procuring Agency:

Attention:

Facsimile:

E-mail:

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: For the Consultant:

1.8 PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here. The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply. The PA warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant, the Sub Consultants and the Personnel, or shall reimburse the Consultant, the Sub Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub Consultants and the Personnel in respect of:

(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;

(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;

(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;

(d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and

(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be,

(i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or

(ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is [insert date].

2.3 The time period shall be [insert time period, e.g.: twelve months, eighteen months].

3.4 The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub Consultants or their Personnel, with a minimum coverage of [insert amount and currency];

(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];

- (c) professional liability insurance, with a minimum coverage of [insert amount and currency];
- (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract,
- (ii) the Consultant's property used in the performance of the Services, and
- (i) any documents prepared by the Consultant in the performance of the Services.

Note: Delete what is not applicable

{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."

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

6.5 The accounts are: for foreign currency or currencies: [insert account] for local currency: [insert account] Payments shall be made according to the following schedule:

- (a) Twenty (10) percent of the Contract Price shall be paid on the commencement date against the submission of a demand guarantee for the same.
- (b) Ten (20) percent of the lump-sum amount shall be paid upon submission of the inception report.

(c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report. (d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report. (e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.

(f) The demand guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount. Note: This sample clause should be specifically drafted for each contract

8.2 Disputes shall be settled by complaint 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:

[Seal]

Name of Seller/Supplier:

Signature:

Signature: [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.
4. Economic Price Adjustment In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ----% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision: "Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

DEFINITIONS

“Bid” means a tender, or an offer by a person, consultant, firm, company or an organization expressing willingness to undertake a specified task at a price, in response to an invitation by IBA.

“Bid with Lowest Evaluated Cost” means the bid quoting lowest cost amongst all those bids evaluated to be substantially responsive;

“Bidder” means a person or entity submitting a bid;

“Bidding Documents” means all documents provided to the interested bidders to facilitate them in preparation of their bids in uniform manner;

“Bidding Process” means the procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding a contract;

“Blacklisting” means barring a bidder, contractor, consultant or supplier from participating in any future procurement proceedings. “Calendar Days” means days including all holidays;

“Conflict of Interest” means –

- (i) Where a contractor, supplier or consultant provides, or could provide, or could be perceived as providing biased professional advice to IBA Karachi to obtain an undue benefit for himself or those affiliated with him;
- (ii) Receiving or giving any remuneration directly or indirectly in connection with the assignment except as provided in the contract;
- (iii) Any engagement in consulting or other procurement activities of a contractor, consultant or service provider that conflicts with his role or relationship with the IBA Karachi under the contract;
- (iv) Where an official of the IBA Karachi engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect manner;

“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;

“Consulting Services” means services of an advisory and intellectual nature provided by consultants using their professional skills to study, design, organize, and manage projects, encompassing multiple activities and disciplines, including the crafting of sector policies and institutional reforms, specialist advice, legal advice and integrated solutions, change management and financial advisory services, planning and engineering studies, and architectural design services, supervision, social and environmental assessments, technical assistance, and programme implementation;

“Contract” means an agreement enforceable by law and includes General and Special Conditions, Specifications, Drawings and Bill of Quantities;

“Contractor” means a person, firm, company or organization that undertakes to execute works including services related thereto, other than consulting services, incidental to or required for the contract being undertaken for the works;

“Corrupt and Fraudulent Practices” means either one or any combination of the practices given below;

- (i) “Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- (ii) “Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the SHCC to establish prices at artificial, non-competitive levels for any wrongful gain;
- (iii) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- (iv) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

- (v) “Obstructive Practice” 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 or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit rights provided for under the Rules.

“Emergency” means natural calamities, disasters, accidents, war and breakdown of operational equipment, plant, machinery or engineering infrastructures, which may give rise to abnormal situation requiring prompt and immediate action to limit or avoid damage to person(s), property or the environment; “Goods” means articles and object of every kind and description including raw materials, drugs and medicines, products, equipments, machinery, spares and commodities in any form, including solid, liquid and gaseous form, and includes services identical to installation, transport, maintenance and similar obligations related to the supply of goods, if the value of these services does not exceed the value of such goods;

“Government” means the Government of Sindh;

“Head of the Department” means the administrative head of the department or the organization; “Lowest Evaluated Bid” means a bid for goods, works and services having the lowest evaluated cost among the substantially responsive bids

“Lowest Submitted Price” means the lowest price quoted in a bid, which is otherwise not substantially responsive; “Mis-procurement” means public procurement in contravention of any provision of Sindh Public Procurement Act, 2010, any rule, regulation, order or instruction made there under or any other law in respect thereof, or relating to, public procurement; “Notice Inviting Tender” means the notice issued by a IBA Karachi through publication in the newspapers or through electronic means for the purpose of inviting bids, or applications for pre qualifications, or expression of interests, which may include Tender Notice, Invitation for Bids, Notice for Prequalification or Request for Expression of Interests;

“Open Competitive Bidding” means a fair and transparent specified procedure defined under these Rules, advertised in the prescribed manner, leading to the award of a contract whereby all interested persons, firms, companies or organizations may bid for the contract and includes both National and International Competitive Biddings;

“IBA” Karachi means the Institute of Business Administration Karachi;

“Services” means any object of procurement other than goods or works, and includes consultancy services;

“Substantially Responsive Bid” means the bid that contains no material differences or deviations from, or reservations to, the terms, conditions and specifications given in the bidding documents; “Supplier” means a person, firm, company or an organization that undertakes to supply goods and services related thereto, other than consulting services, required for the contract;

“Value for Money” means best returns for each rupee spent in terms of quality, timeliness, reliability, after sales service, up-grade ability, price, source, and the combination of whole-life cost and quality to meet IBA’s requirements.

IN WITNESS WHEREOF, the Parties have caused this Contract to be signed in two identical counterparts, each of which shall be deemed an original.

For and on behalf of
INSTITUTE OF BUSINESS ADMINISTRATION IBA
KARACHI
(CLIENT)

Signature: _____
 Name: _____
 Designation: _____
 Date: _____
 Official Seal

For and on behalf of)

(CONSULTANT)

Signature: _____
 Name: _____
 Designation: _____
 Date: _____
 Official Seal