

**Request for Proposal (RFP) for**  
**Consultancy Service on Planning,**  
**Designing of Residential Apartments at**  
**IBA, Staff Town**

**Tender # CS/01/21-22**

**FINANCIAL PROPOSAL**

**Date of Issue : October 27, 2021**

**Last Date of Submission : November 18, 2021 (3:00 pm)**

**Opening of Technical Proposal : November 18, 2021 (3:30 pm)**

**Opening of Financial Proposal : December 02, 2021 (3:30 pm)**

**Company Name:** \_\_\_\_\_

**NTN:** \_\_\_\_\_

**SRB / GST Registration Number:** \_\_\_\_\_

**Pay Order / Demand Draft # \_\_\_\_\_, Drawn on Bank \_\_\_\_\_**

**Amount of Rs. \_\_\_\_\_, Dated: \_\_\_\_\_**

## CONTENTS

<a href="#">Letter of invitation (LOI)</a> .....	03
INSTRUCTIONS TO CONSULTANTS .....	04
<a href="#">DATASHEET</a> .....	16
Eligibility Cirteria.....	17
Financial Proposal - Standard Forms .....	188
TERMS OF REFERENCE .....	24
SCOPE OF SERVICES.....	24
PHASE A: DESIGN WORK .....	24
PROGRAM OF DELIVERABLES .....	25
INTELLECTUAL PROPERTY RIGHTS .....	30

## **Section -1: Letter of invitation (LOI)**

### **Request for Proposal (RFP) For Consultancy Service**

The Institute of Business Administration (IBA) Karachi invites sealed proposals from active taxpaying competent and qualified Consulting Firms registered with Pakistan Engineering Council (PEC)/Pakistan Council of Architects & Town Planners (PCATP) to provide the Consultancy Services on the following:

<b>RFP Title (Ref. No.)</b>	<b>Procedure</b>	<b>Bid Security</b>
Consultancy Services for Planning & Designing of Residential Apartments at IBA Karachi Staff Town, Karachi University Enclave (CS/01/2021-22)	Single Stage Two Envelopes	2%
<b>Document Fee &amp; Important Dates</b>		
Tender Fee: Rs. 3,000/-		
Issuance start date: October 27, 2021, at 9 AM		
Issuance end date & time: November 18, 2021, at 3 PM		
Submission date & time: October 27, 2021, to November 18, 2021, from 9 AM to 3 PM		
Pre-bid briefing: November 11, 2021, 3 PM at IBA, Main Campus, University Enclave, Karachi		
Technical Proposal Opening date & time: November 18, 2021, at 3:30 PM		
Financial Proposal Opening date & time: December 02, 2021, at 3:30 PM		

The Consulting Firms will be selected under the Quality & Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with the Sindh Public Procurements Rules, SPPRA 2010 amended 2019 based on Single Stage Two Envelope method.

RFP Document may be collected after submission of paid fee challan from the Office of **Head of Procurement, Fauji Foundation Building, IBA Main Campus, University Enclave, Karachi** on any working day (Monday to Friday). Alternatively, the tender document can be downloaded from the website. The Tender fee challan is to be generated from the IBA website <https://www.iba.edu.pk/tenders/> which may be deposited in any branch of Meezan Bank Ltd. Sealed bids should be dropped in Tender Box placed at the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi and will be opened on the same date & venue in the presence of the bidders' representatives who may wish to attend. In case of a holiday, the tender shall be opened/received on the next working day at the same place and time. Bid Security in form of Pay Order or Demand Draft, in favour of IBA Karachi along with the Tender Documents, have to be submitted.

Kindly mention the Reference Number at the top left corner of the envelope.

**N.B.** IBA Karachi reserves the right to reject any bid or cancel the bidding process subject to the relevant provision of SPP Rules 2010.

#### **REGISTRAR**

IBA, Main Campus, University Enclave, Karachi 75270

111-422-422 Fax (92-21) 99261508

Contact Person Sr. Executive Procurement on 38104700 ext: 2152

Email [tenders@iba.edu.pk](mailto:tenders@iba.edu.pk) Website <https://www.iba.edu.pk/tenders/>

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

### **Definitions**

- (a) **Assignment** means the Consultancy Services for Planning & design of 32 Nos faculty Apartment at IBA Karachi Staff Town Karachi University Enclave Karachi
- (b) **Employer** means ‘Institute of Business Administration Karachi’ with which the selected Consultant signs the Contract.
- (c) **Evaluation Committee** means the committee formed by the Employer for the Evaluation of Technical & Financial Proposal of Consultant for this Assignment as per Guidelines.
- (d) **Consultant** means any Firm/Consortium/Joint Venture that may provide Services to the Employer under the Contract.
- (e) **Contract** means the contract included in this RFP as section 6, when signed between the Employer and the Consultant along with all attached documents.
- (f) **Data Sheet** means such part of the ‘Instructions to Consultants’ stating the specific conditions.
- (g) **Day** means calendar day.
- (h) **Instructions to Consultants** means the document which provides the information required to prepare their Proposals.
- (i) **LOI** means the Letter of Invitation included in the RFP as **Section 1** sent by the Employer to the Consultants.
- (j) **Personnel** means professionals and support staff provided by the Consultant or by any sub-consultant and assigned to perform the Services or any part thereof.
- (k) **Proposal** means the proposal comprising the Technical Proposal and the Financial Proposal.
- (l) **RFP** means the Request for Proposal to be prepared by the Employer for the selection of the Consultant.
- (m) **Services** means the Assignment to be performed by the Consultant according to the Contract.
- (n) **Rules** means the Sindh Procurement Authority Rules, 2010 amended up to date.
- (o) **Sub-Consultant** means any person or entity with whom the Consultant sub-contracts any part of the Services with the approval of the Employer.
- (p) **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, responsibilities of the Consultant, and required services and deliverables of the Assignment.

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## **1. Introduction**

- 1.1 The Employer named in the Data Sheet shall select the Consultant from the applicant firms in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal for Services required for the Assignment. The proposals shall be in separately marked and sealed envelopes. The signed Contract will be based on the Proposal submitted by the Consultant.
- 1.3 Consultants shall familiarize themselves with the conditions of the Assignment and take them into account while preparing their respective Proposals. To obtain first-hand information on the Assignment, Consultants are encouraged to contact the Employer’s representative named in the Data Sheet before submitting a proposal and to attend a pre-bid meeting. Attending the pre-bid meeting is not mandatory.
- 1.4 The Employer shall provide all project related information to the Consultants in a timely manner.
- 1.5 The Consultant shall bear all costs associated with preparation and submission of their proposals and submission of the proposal and the client is not bound to accept any proposal and reserve the right to scrape the selection process at any stage before awarding the contract without incurring any liability as per SPPRA rule 35.

### **Conflict of Interest**

- 1.6 The Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer’s interest paramount, and to strictly avoid conflicts with other assignments or their own business/commercial interests.
- 1.6.1 Without limitation to the generality of the foregoing, Consultants and any of their affiliates/employees, associates, agents, sub-consultant shall be considered to have a conflict of interest and shall not be selected, under any of the circumstances set forth below:

#### **Conflicting activities:**

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

#### **Conflicting assignments**

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

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### **Conflicting relationships**

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

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

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

### **Fraud and Corruption**

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

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

- a) corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in the execution of a contract;
- b) Fraudulent practice means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c) Collusive practices mean a scheme or arrangement between two or more firms with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;
- d) Coercive practices mean 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.

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e) **Obstructive practice:**

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practise; and/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 (bb) acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under sub-clause below.

(a) The Employer will reject a Proposal for the award if it finds that the selected Consultant recommended for the services, directly or through a third party, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;

(b) The Employer will blacklist a Consultant, including declaring ineligible, either indefinitely or for a stated period, to be awarded a Government contract if at any time it finds that the Consultant has, directly or through a third party, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government contract;

1.8 Consultant shall be aware of the provisions on fraud and corruption as stated above.

1.9 Consultant shall furnish information on commissions and gratuities, if any, paid or to be paid by the Consultant or any of its affiliates/ employees, agents, sub-consultant to any third party relating to this Assignment and also during execution of the same if the Consultant is awarded the Contract.

**Eligibility**

1.10 A Consultant declared ineligible by the Government shall be ineligible to be awarded a Government contract during such period of time as the Government shall determine.

The Successful Consultant/Joint Venture shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the Services. Each Prospective Consultant/Joint Venture shall indemnify the Company, its Affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs, penalties or expenses of any kind incurred by such person arising from a Prospective Consultant/ Joint Venture’s breach of the obligations referred to above.

**Joint Venture**

**Only one Proposal**

1.11 Consultants may submit Applications in a Joint Venture of two or more firms. The applications shall be signed by all the members of the Joint Venture. Joint Venture Agreement entered into by the members shall be submitted with the Application as per Form GEN-4.

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- a) One of the members who is responsible for performing the key function in executing a major component of the proposed contract shall be nominated as a Lead member during the Proposal and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as per Form GEN-5.
- b) All members of the Joint venture shall be legally liable, jointly and severally, during the qualification and bidding period, and in the event of a successful bid, during contract execution.

1.12 Consultant may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, such Proposals shall be disqualified.

### **Proposal Validity**

1.13 The Data Sheet indicates how long consultants' Proposals must remain valid after the submission date. During this period, the Consultant shall maintain the availability of all professional staff nominated in the Proposal. The Employer will make its best effort to complete the award of the Contract within this period. However, the Employer may request Consultants to extend the validity period of their Proposals. All the Consultant who agrees to such extension shall confirm that they maintain the availability of the professional staff nominated in the Proposal, or their confirmation of the extension of validity of the Proposal, Consultants may submit new staff in replacement, possessing at least equivalent qualification & experience of the earlier nominated staff, which would be considered in the final evaluation for Contract award. Consultants which do not agree have the right to refuse to extend the validity of their Proposals.

## **2. Clarification and Amendment of RFP Documents**

2.1 Consultant may request a clarification of any of the RFP documents till the date indicated in the Data Sheet. Any request for clarification must be sent in writing, or by Email to the Employer's address indicated in the Data Sheet. The Employer will respond in writing, or by email (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

2.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by Email. The addendum shall be sent to all and will be binding on them. Consultant shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if considered necessary & if the amendment is substantial, extend the deadline for submission of the Proposals.

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### **3. Preparation of Proposals**

- 3.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English.
- 3.2 In preparing their Proposal, the Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in the rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, the Consultants must give particular attention to the following:
  - (a) In the case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
  - (b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

#### **Technical Proposal Format and Content**

- 3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the attached Form of Section 3, Technical Proposal shall also accompany Bid Security.
  - (a) A general description of the Consultant, proof of valid legal registration/incorporation of the Consultant, Proof of Certificate of registration with Income Tax and Sales Tax under Sindh Board of Revenue, declaration of no litigation & blacklisting, are required in Gen. Forms of Section – 3.
  - (b) A proof of financial soundness of the Consultant indicating the financial capacity of the Consultant is required in Form Tech – 1 of Section 3.
  - (c) A brief description of the Consultants’ organization and an outline of the previous experience on assignments of similar nature are required in Tech-2 to Tech-7 Forms of Section 3. For each assignment, the outline should indicate the names of sub-consultants/ professional staff who participated, duration of the assignment, contract amount, and Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was formally and legally engaged by the Employer as the sole Consultant or lead Member within the Joint Venture. Assignments completed by individual professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant’s associates, but can be claimed by the professional staff themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience if so requested by the Employer.
  - (d) The list of the proposed professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-8 of Section

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(e) CVs of the professional staff signed by the staff themselves and by the authorized representative of the firm/JV (Form TECH-9 of Section 3) along with their computerized national identity card numbers.

(f) Estimates of the staff input (staff-months) needed to carry out the Assignment (Form TECH-10 of Section 3). The staff-months input should be indicated separately for home office and field activities.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non-responsive.

### **Financial Proposals**

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment, as a lump sum. If appropriate, these costs should be broken down by activity.

3.7 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.

### **Taxes**

3.8 The Consultant is subject to all applicable taxes at the time of contract, or later during the contract, levied by the Government. Any such amounts shall be included in the Financial Proposal and shall be the sole responsibility of the Consultant.

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

4.1 The original Proposal (Technical Proposal and Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultant themselves. The person who signs the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of **Form GEN-1 of Section 3** and **Form FIN-1 of Section 4**.

4.2 An authorized representative of the Consultant shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form stating the designation of the signatory in the Consultant that the representative has been duly authorized to sign on behalf of the Consultant. The signed Technical and Financial Proposals shall be marked Original.

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- 4.3 The Technical Proposal shall be marked Original or Copy as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. 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 prevails.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked Technical Proposal Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked Financial Proposal followed by the name of the Assignment, and with a warning **Do Not Open with The Technical Proposal**. The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked **Do Not Open Before Submission Deadline**. The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may constitute a case for rejecting the Proposal. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Employer no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any Proposal received by the Employer after the deadline for submission shall be returned unopened.

## 5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the contract is awarded, the Consultants shall not contact the Employer or any of its officers/Employee on any matter related to the Consultant's Technical and/or Financial Proposal. Any effort by the consultant directly or indirectly to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for the award of contract may result in the rejection of the Proposal. The Evaluation Committee, while evaluating Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

### **Evaluation of Technical Proposals**

- 5.2 The Evaluation Committee shall evaluate the Technical Proposals based on 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 technical marks (St). A Proposal shall be rejected at this stage if it does not respond to the eligibility criteria of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical marks indicated in the Data Sheet.

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

- 5.3 After the technical evaluation is completed, the Employer shall inform the Consultants, the technical marks obtained by their respective Technical Proposals, and shall notify those Firms whose Proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and TOR, that their Financial Proposals shall be returned unopened after completing the selection process. The Employer shall simultaneously notify in writing or by Email to the Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The Consultant's attendance at the opening of Financial Proposals is optional. The opening date shall be set to allow interested Consultants sufficient time to make arrangements for attending the opening.
- 5.4 Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the Consultants and their respective technical scores shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.
- 5.5 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, as indicated under para. 3.6, 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. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, no corrections are applied to the Financial Proposal in this respect.
- 5.6 The lowest evaluated Financial Proposal will be given the maximum financial marks (Sf) of 100 points.  
The Financial Marks (Sf) of the Financial Proposals will be computed by the formula given in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) marks using the score (T = the score given to the Technical Proposal; P = the score given to the Financial Proposal as defined in Data Sheet. The Consultant achieving the highest combined technical and financial score will be awarded the contract.

### **6. Negotiation**

- 6.1 In case of failure, refusal or inability of the Consultant finalized in the manner as stated above, the Employer shall proceed 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.

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### **Technical & Financial Negotiation**

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing. The Employer and the Consultant 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. Special attention will be paid to clearly define the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.
- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the tax authorities to determine the tax amount to be paid by the Consultant under the Contract.

### **Availability of Professional Staff**

- 6.4 Having selected the Consultant based on, among other things, an evaluation of proposed professional staff, the Employer expects to finalize a contract based on the professional staff named in the Proposal. Before contract finalization, the Employer shall require assurances that the professional staff will be available. The Employer shall not consider substitutions during contract finalization 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 on the grounds of willful misrepresentation. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

### **Conclusion of Negotiations**

- 6.5 Contract finalization will conclude with a review of the Contract to correct any computational and typographical errors. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the Employer will invite the Consultant whose Proposal received the second-highest score to negotiate a Contract.

## **7. Award of Contract**

- 7.1 After completing negotiations, the Employer shall award the Contract to the Consultant and promptly notify all consultants who have submitted proposals.
- 7.2 After the Award of Contract, the Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

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## **8. Confidentiality**

- 8.1 Information relating to the 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. Undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of clause 1.7 of **Section 2**.

## **9. Bid Security**

- 9.1 All Consultant must furnish **Bid Security along with the Financial Proposal, equal to 2%** of the cost of financial bid in the shape of Bank Guarantee (format of bank guarantee is provided in Appendix-A) or CDR, issued by the Scheduled Bank in Pakistan, in favour of the Institute of Business Administration (IBA) Karachi, as part of Proposal, failing which shall result in rejection of the bid.
- 9.2 The proceeds of the Bid Security shall be payable to the Employer, on the occurrence of any of the following:
- i. If the Consultant withdraws the bid during the bid validity period specified in the Data Sheet.
  - ii. If the Consultant, having been notified as successful refuses to sign the Contract within the timeframe.
  - iii. If the Consultant fails or refuses to furnish the Performance Guarantee.
  - iv. If it is established, beyond any reasonable doubt, that Consultant has exploited the selection process by any means or divulged confidential information acquired during the selection process.

## **10. Performance**

- 10.1 The successful bidder shall require to submit Performance security equivalent to 5% of the Financial Bid in the shape of a Bank Guarantee
- 10.2 **Guarantee Validity:** Validity of Performance shall extend at least ninety days beyond the date of completion of Contract to cover defects liability period.

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## INSTRUCTIONS TO CONSULTANTS DATASHEET

Paragraph Reference	Description
1.1	Name of the Employer: Institute of Business Administration (IBA) Karachi Method of selection: <b><u>Quality &amp; Cost Based Selection (QCBS)</u></b>
1.2	Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b>  <b>The name of the assignment is: Planning &amp; Designing of Residential Apartments at IBA Karachi Staff Town, at Karachi University Enclave Karachi</b>
1.3	A <b>Pre-bid briefing/meeting</b> will be held on November 11, 2021, at 3 PM The Employer’s representative is: <b>SENIOR MANAGER CONTRACT</b> Institute of Business Administration (IBA) Karachi, Main Campus University Road, Karachi. UAN 111-422-422, TEL : (92-21) 38104700 Ext: 2517 Email: <a href="mailto:nmalik@iba.edu.pk">nmalik@iba.edu.pk</a>
1.4	The Employer will provide facilitation in meeting with the relevant Government Departments and make available relevant project data and reports.
1.5	Proposals must remain valid for 90 days after the submission date.
1.6	Clarifications may be requested from the Employer’s representative not later than five days prior to the submission deadline.  The Employer’s representative address for requesting Clarification is: <b>SENIOR MANAGER CONTRACT</b> Institute of Business Administration (IBA) Karachi, Main Campus University Road, Karachi. UAN 111-422-422, TEL : (92-21) 38104700 Ext: 2517 Email: <a href="mailto:nmalik@iba.edu.pk">nmalik@iba.edu.pk</a>
2.4 (c)	The Consultant should submit details of relevant ‘completed’ and ‘in-hand’ assignments on <b>Forms Tech. 2-7</b>
3.4 (e)	CVs should be duly signed by the respective person and should contain details on relevant assignments done by the individual in the past. Unsigned CVs can be rejected. The name of the project should be mentioned on top of CVs, indicating that the CV has been submitted by the person for this project and he will be available if the project is awarded to the Consultant. The contact number of the person should be mentioned in the CV. The employer reserves the right to interview key persons during or after the evaluation process.

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Paragraph Reference	Description
3.6	The Consultant shall bear all expenses incurred in preparation and submission of the proposal.
3.7	Amounts payable by the Employer to the Consultant under the Contract to be subject to all Federal, Provincial & Local Taxation
3.8	The Consultant shall quote the Financial Proposal in the national currency i.e. PKR
4.3	The Consultant must submit the <b>original and 2 copies</b> of the Technical Proposal, and the <b>original</b> of the Financial Proposal in a separate sealed envelope, both enclosed in one common envelope and sealed with company seal.
4.5	The Proposal submission address is: <b>At the Security Office, Gate # 4, IBA Main Campus University Enclave Karachi</b>  Proposals must be submitted no later than the following date and time: <b>November 18, 2021, 3:00 PM. The Proposal will be opened on the same day at 3:30 PM.</b>
5.6	The formula for determining the financial marks is the following:  $S_f = 100 \times f_m / f$ , in which $S_f$ is the financial marks, 'fm' is the lowest price and 'f' the price of the proposal under consideration.  The score given to the Technical and Financial Proposals are:  Technical Score (T)= 80% x St, and  Financial Score (P) = 20% x Sf  Grand Total (GT) = T + P <b>The Consultant achieving the highest combined technical and financial score (GT) will be awarded the Contract.</b>
7.2	The assignment shall commence from the date as indicated in the Contract.

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**Eligibility Criteria:**

- i. The Consultant (Firm/ Joint Venture) fulfilling the following basic eligibility criteria shall only be considered for further evaluation. All the members must meet the mentioned eligibility criteria in case of Joint Venture (relevant documents to be attached)
- ii. Valid Registration of firm with Pakistan Engineering Council (PEC) and Pakistan Council of Architects & Town Planners (PCATP).
- iii. Valid legal entity of the firm e.g. Certificate of registration from Securities & Exchange Commission of Pakistan (SECP) or Registrar of Firms. Certificate of registration with Income Tax and Sales Tax under relevant Authority (as applicable). Foreign firms must attach a similar certificate of registration from the Tax Authority of their home country.
- iv. Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation. No litigation is pending between the Consultant and a government department, body or agency.
- v. Judicial Affidavit declaring Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been blacklisted/defaulted by any Government Agency/ Department/Organization.
- vi. Provide a separate undertaking that information supplied by the firm is correct (Form GEN-6).
- vii. The Consultant shall properly understand all main issues related to the assignment and other relevant design/technical aspects that may not have been considered in the TORs. The Consultant shall provide a detailed methodology to address such aspects by using advanced and innovative solutions. The timing and duration of all activities shall be provided by the Consultant which is appropriate & consistent with the Assignment (Form Tech-11).

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

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

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

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Costs by Activity
FIN-4	Breakdown of Remuneration
FIN-5	Reimbursable expenses

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**Form FIN-1 Financial Proposal Submission Form**

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

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

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

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

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

We remain,

Yours Sincerely,  
Authorized Signature [In full and initials]

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**Form FIN-2 Summary of Costs**

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

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

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**Form FIN-3 Breakdown of Costs by Activity<sup>1</sup>**  
**(Not Applicable)**

<b>Group of Activities (Phase):<sup>2</sup></b>	<b>Description:<sup>3</sup></b>
<i>Cost component</i>	<b>Costs</b>  Pak Rupees (Inclusive of all taxes)
Remuneration <sup>4</sup>	
Reimbursable Expenses <sup>4</sup>	
Subtotals	

**Separate Forms should be Provided for Design & Construction Supervision Phase.**

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. The sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-11.

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**Form FIN-4 Breakdown of Remuneration<sup>1</sup>**  
**(Not Applicable)**

Information provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Employer.

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
		[Home] [Field]

- <sup>1</sup> Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH- 8.
- <sup>2</sup> Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- <sup>3</sup> Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-8.
- <sup>4</sup> Indicate separately staff-month rate and currency for home and fieldwork

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**Form FIN-5 Breakdown of Reimbursable Expenses  
 (Not Applicable)**

Information provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Employer.

Sr.No.	Description <sup>1</sup>	Unit	Unit Cost <sup>3</sup>
1.	Miscellaneous travel expenses	Trip	
2.	Communication costs between [Insert place] and [Insert place]		
3.	Drafting, reproduction of reports		
4.	Equipment, instruments, materials, supplies, etc.		
5.	Shipment of personal effects	Trip	
6.	Use of computers, software		
7.	Laboratory tests.		
8.	Sub-contracts		
9.	Local transportation costs		
10.	Office rent, clerical assistance		

<sup>1</sup> Delete items that are not applicable or add other items according to Paragraph Reference 6 of the Data Sheet.

<sup>2</sup> Indicate unit cost and local currency.

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## **SECTION 5 – TERMS OF REFERENCE**

### **SCOPE OF SERVICES**

Planning & Designing of 32 Nos Faculty Apartment each apartment comprises about 1700 sq.ft. three-bed D/D & lounge is proposed to construct at IBA Karachi staff town situated at Karachi University Enclave. It is proposed to be ground plus a three-storey building. The Scope of work includes:

1. Architectural Planning, designing & drawing of the Apartment.
2. Structural Planning, designing & drawing as per prevailing building Codes.
3. Planning, Designing and Drawing of MEP Services
4. Planning, Designing & drawing of Land Scaping & External Development

The Consultant will be responsible for:

1. Carry out Soil investigation of the plot. The proposed blocks shall be comprised of ground plus three stories with a provision for a foundation of six stories. RCC frame type structure confirming to ACI /Pakistan Building Code and in compliance of SBCA building bye-laws and Seismic provision strictly.
  2. Contour planning of the area.
- The preliminary plan & design shall be presented before the Institute of Business Administration IBA for accord of approval.

Upon approval of the Preliminary/idea conceiving plan, the consultant shall undertake the task for detailed drawing and design development of the Proposed Project.

### **PHASE A: DESIGN WORK**

- Stage 1: Upon approval of Preliminary Design submission drawing & design shall be prepared in confirmation to SBCA Bye-laws & Pakistan Building Code. The approval of the Building Plan from SCBA or other Civic agency shall be a responsibility of the Consultant however all the requisite fees and other legal fees etc. shall be borne by the client.
- Stage 2: The consultant shall prepare drawing and design along with Cost Estimates based on CSR & prevailing market rates for different components of the Project.
- Stage 3: The Consultant shall prepare the Tender documents for various components of the Project and shall assist the client in shortlisting and selection of the contractor as per SPPRA/PPRA rules.

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## **PROGRAM OF DELIVERABLES**

### **Phase A: Design Work**

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

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

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

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

The Consultant shall develop, along with the Client and the End Users, a Design Brief and report for the Project and establish standards for space requirements in compliance with planning regulations.

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

- a. Review of local municipality rules and regulations applying to the site and their application.
- b. All Spaces allocations, programs and detailed schedules of Accommodation.
- c. Operational requirements, in collaboration with the Client.
- d. Facilities requirements.
- e. Special relations between facilities
- f. Interfaces with existing or proposed facilities
- g. The extent of the infrastructure, landscape and external works

During this stage and in parallel with, the consultant is required to produce and present to the client, samples of advanced Architectural design sketches and design proposals indicating design principle options for the client's review, comments and selection.

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## **STAGE 2: Design**

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

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

At the conclusion of this Stage, the Consultant shall prepare a Design Report that will summarize all of the work undertaken during this Stage. The Preliminary Design Report shall be submitted to the Client for review and approval. Liaison with the Client and other relevant authorities will be maintained during this period.

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

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

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

- a. Site Master Plan integrating various elements of the Complex with their connectivity proposal, building locations, roads, parking services, hard and soft landscape, vehicular and pedestrian traffic flows etc.
- b. Master planning
- c. Calculate the rough covered area of all the buildings of the project, their locations and space for future extension.
- d. 3D views of the masterplan, with a complete outlook of the whole complex
- e. Floor Plans of each block
- f. Building elevations, showing exterior finishes, openings and floor levels
- g. Stair and Elevator Details
- h. Fire Safety Plans
- i. Ceiling plans
- j. Large scale partial floor plans of complex areas of important building components
- k. Longitudinal and transverse building sections showing floor heights, ceiling heights and overall heights
- l. Car park study showing the required car park spaces as per the local codes requirements, international regulations and best practices.
- m. Schedule of alternatives (with recommendations) for building materials, interior and exterior finishes.
- n. Cost Estimates based on Composite Schedule Rates of Sindh Govt. 2012 as directed.

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## 2. Engineering Design & Drawings

- a. Structural, Electrical, Telephone, BMS, Networking, CCTV, Fire Fighting, Plumbing & HVAC Drawings along with detailed working analysis and structural calculations:
- i. The design concept report encompassing all the structural requirements of the Building code of Pakistan (BCP) and all ACI Codes and Committee reports. Based on the report the consultant will furnish the preliminary structural design drawings
  - ii. Plumbing preliminary drawings
  - iii. Electrical preliminary drawings
  - iv. Earthing preliminary drawings
  - v. Networking preliminary drawings
  - vi. General arrangement plans- CCTV & security system
  - vii. The consultant will submit a report on the buildings means of egress in case of fire, based on IFC (International Fire Code) standards
  - viii. Fire Detection & Fire Fighting System drawings
  - ix. Sprinkler & hydrants preliminary drawing
  - x. Air conditioning
  - xi. Standards details
  - xii. The design concept report should contain the following:
    - a. Design criteria shall be part of the concept report.
    - b. Preliminary area summary sheet with floor wise cooling/heating load requirements for each block separately.
    - c. Electrical load calculations sheet for each block separately.
    - d. Weather data sheet shall be part of the concept report.
    - e. Narrative On plumbing & drainage facility clearly showing estimated (90% accurate) water supply and sewage loads.
    - f. Concept report of fire protection, fuel/gas supply, electrical system, IT & security system, and vertical transport system discussing all components
    - g. Concept drawings are complete in all respect including builder works drawings for early structural and architectural finalization of the design.
    - h. Specification outlines of Air Conditioning, fire protection and plumbing system.

### b. Infrastructure and Utilities Design

Preliminary design and drawings for infrastructure and utilities include the following systems:

- i Site development general layout
- ii Water supply system
- iii Firefighting system fire hydrants and breaching inlet layout
- iv Fire reservoir and pump room
- v Sewerage and Stormwater drainage system
- vi External Electrification, Power and low current distribution

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- vii networks, Initial load and distribution calculations
- viii Access Roads, footpaths and walkways
- ix Check Posts, Gates, Fence and Boundary walls
- x Water channels
- xi Any other drawings and systems as viewed necessary
- xii Sewer Manhole details and infrastructure services coordination
- xiii Drawings with sections showing levels clearly

**c. Landscape drawings**

- i. Landscape design drawings specifying hard and soft scapes, water features and lighting design.
- ii. List of plants
- iii. Initial details of planting system
- iv. Layout of sidewalks
- v. Proposed lighting philosophy
- vi. The proposed list of suppliers

**d. Interior Design**

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

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

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

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

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

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

Instructions to Tenders

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

**Volume 2 – Specifications [by the Consultant]:** These documents (if more than one volume) shall be prepared by the Consultant; each shall be bound and provided with a printed cover.

**Volume 3 – Bills of Quantities [by the Consultant]:** This document shall be prepared by the Consultant, bound and provided with a printed cover by the Consultant.

**Volume 4 – Drawings:** Final drawings shall be prepared by the Consultant to appropriate size and listing.

**Final Design Report:** On completion of the Final Design and Tender Document Stage, the Consultant shall submit a Final Design Report summarizing all stages of the design.

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

**Tender Addenda**

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

**Prequalification/Tenders Evaluation**

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

**Award of Construction Contract:** The Consultant shall:

- Assist the Client in the discussions and negotiations with the bidders throughout the process till Contract Award.
- Prepare the required number of Approved for Construction (AFC) drawings and other contract documents for the construction contract. The AFC drawings shall incorporate all revisions and addenda issued since the issue of the tender.

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**INTELLECTUAL PROPERTY RIGHTS**

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

**INDICATIVE TIME FRAME:**

Sr. No.	DELIVERABLES	TIME FOR SUBMISSION
1	Submission of Preliminary Design and Concept Reports	Within 04 weeks commencement of Services
2	Submission of Detailed Design	Within 04 weeks from the approval of the Preliminary design
3	Submission of Final Design and Tender Documents	Within 02 weeks from the approval of the detailed design
4	Submission of Tender Evaluation Report	Within 02 weeks from the tender submission
5	Submission of Working Drawings	Within 02 weeks after Award of the Contract

**PAYMENT TERMS**

Sr. No.	DELIVERABLES	PAYMENT TERMS*
1	Submission and Approval of Preliminary Design and Concept Reports	20%
2	Submission and Approval of Detailed Design	20%
3	Submission and Approval of Final Design and Tender Documents	20%
4	Submission and Approval of Tender Evaluation Report	20%
5	Submission and Approval of Working Drawings	20%

\* Our initial estimated cost of the project is PKR 240 million. However, the final cost of the Project shall be established after the finalization of the Contract of construction & using this cost of the project the remuneration of the Consultant shall be adjusted accordingly.

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