



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

### **APPOINTMENT OF TOWN PLANNER/ARCHITECT**

**For**

**DEVELOPMENT OF SCHEMATIC MASTER PLAN, OF IBA CAMPUS  
AT DHA CITY KARACHI (DCK)**

**May 2017**

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

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**INSTITUTE OF BUSINESS ADMINISTRATION**

**DEVELOPMENT OF SCHEMATIC MASTER PLAN, OF IBA KARACHI CAMPUS  
AT DHA CITY KARACHI (DCK)**

**LETTER OF INVITATION (LOI)**

Institute of Business Administration (IBA), Karachi hereinafter referred to as PROCURING AGENCY intends to invite Technical and Financial proposals based on single stage two envelope basis from well reputed Town Planners & Architects and having relevant experience duly having valid registrations with Pakistan Engineering Council (PEC), Pakistan Council of ARCHITECT and Town Planning (PCATP), Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB) for the Work “DEVELOPMENT OF SCHEMATIC MASTER PLAN, IBA KARACHI CAMPUS AT DHA CITY KARACHI (DCK)”.

**PURPOSE**

The purpose of this Request for Proposal (RFP) is to select a competent TOWN PLANNER/ARCHITECT for the subject project. This scope of work and scope of services is given in scope of services Section-5.

To enable you to submit a proposal, please find enclosed:

Guidelines	Section 1
Data Sheet	Section 2
Technical Proposal Standard Forms	Section 3
Financial Proposal Standard Forms	Section 4
Project Scope & Scope of Services	Section 5
Terms and Conditions.	Section 6
Integrity Pact	Section 7

The proposal should follow guidelines given in the enclosed documents of Letter of Invitation for TOWN PLANNER /ARCHITECT. Method of evaluation to be adopted in evaluating the proposals will be based on enclosed guidelines refer to clause 6 OF Section -1 of Information to TOWN PLANNER / ARCHITECT, with the technical evaluation being completed prior to any financial proposals being opened and compared:

**Technical Evaluation**

**100 Points**

The points to be given under each of the evaluation criteria are:

	<b>Points</b>
➤ Response to RFP (fulfillment of RFP requirements)	[15]
➤ Adequacy of the proposed work plan and methodology in response to the Terms of Reference	[35]
➤ Qualifications and competence of the key staff for Assignment	[]
➤ Experience	[15]
➤ Annual Turnover	[10]
<b>Total Points</b>	<b><u>100</u></b>

**The minimum technical score required to pass : 75**

Please note that PROCURING AGENCY is not bound to select any or all of the firms submitting proposals.

TOWN PLANNER /ARCHITECT is being engaged by PROCURING AGENCY for providing the Schematic Master Plan meeting all planning criteria for an Institutional Campus.

The TOWN PLANNER /ARCHITECT will use their experience and apply their expertise in achieving this aim during all stages of the assignment.

Please note that the cost of preparing a proposal and of finalizing a contract, including trips to the site is not reimbursable.

We would appreciate you informing us:

- a) Your receipt of this letter of invitation
- b) Whether or not you will be submitting a proposal

The tender documents are available from May 29, 2017 to June 12, 2017 during working hours.

The last date of submission of Technical and Financial proposal is June 14, 2017 till 9:30 am. The Technical proposals will be opened the same day at 10:00 am in the presence of those who wish to be present.

All Bids should be accompanied with 1 % of the bid amount in shape of pay order / Bank Draft drawn in favor of PROCURING AGENCY. **The bid security shall remain valid for a period of 28 days beyond the validity period for bid. As per SPPRA rules 2010.** Without bid security no bid shall be accepted. Bid shall remain valid for a period of 90 days.

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**NASEEMUL HAQUE MALIK**  
Manager Contracts

## **SECTION 1**

### **GUIDELINES**

#### **1. Introduction**

- 1.1 PROCURING AGENCY will select a firm on purely merit on the basis of Technical and financial proposals submitted by the firms, based on QCBS (Quality and Cost Based Selection).
- 1.2 The TOWN PLANNER/ ARCHITECT is invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for consulting services required for the assignment named in the Data Sheet. The proposal will be the basis for a signed contract with the selected firm.
- 1.3 The TOWN PLANNER / ARCHITECT must familiarize themselves with local conditions and take them into account in preparing their proposals. TOWN PLANNER / ARCHITECT is encouraged to attend pre proposal meeting as specified. Attendance is optional. TOWN PLANNER ARCHITECT may liaise with PROCURING AGENCY named in the data sheet for giving better insight into the assignment, through written communication.
- 1.4 Please note that the cost of preparing the proposal and of finalizing the contract, including a visit to the PROCURING AGENCY, are not reimbursable as a direct cost of the assignment; and the PROCURING AGENCY is not bound to accept any of the proposals submitted.
- 1.5 PROCURING AGENCY's policy requires that TOWN PLANNER /ARCHITECT provide professional, objective, and impartial advice and at all times hold the PROCURING AGENCY's interests paramount, without any consideration for future work, and strictly avoid conflicts with the assignments or their own corporate interests.
- 1.6 TOWN PLANNER / ARCHITECT should observe the highest standard of ethics during the currency of the assignment.
- 1.7 TOWN PLANNER / ARCHITECT shall furnish information as described in the Financial Proposal submission form (Section 4).

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

- 2.1 TOWN PLANNER / ARCHITECT may request in writing a clarification of any of this document up to the number of days indicated in the Data Sheet before the proposal submission date.
- 2.2 At any time before the submission of proposals, the PROCURING AGENCY may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, amend the document. Any amendment shall be issued in writing through addenda. Addenda shall be sent by mail, cable, telex, facsimile, or electronic mail to all invited TOWN PLANNER / ARCHITECT and will be binding on them. The PROCURING AGENCY may at its discretion extend the deadline for the submission of proposals.

### **3. Preparation of Proposal**

3.1 TOWN PLANNER / ARCHITECT is requested to submit a proposal (para 1.2) written in English language.

#### **Technical Proposal**

3.2 In preparing the Technical Proposal, TOWN PLANNER /ARCHITECT is expected to examine the contents of this document in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.

3.3 While preparing the Technical Proposal, TOWN PLANNER / ARCHITECT must give particular attention to the following:

- (i) The assignment is on Fixed Fee. However, TOWN PLANNER / ARCHITECT have to provide details of professional staff to be deployed, their qualification, man-months and man-months rates etc.
- (ii) It is desirable that a majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iii) Proposed professional staff must be qualified and have adequate experience, preferably working under conditions similar to those prevailing in the country of the assignment.
- (iv) Reports to be issued by the TOWN PLANNER / ARCHITECT as part of this assignment must be in English Language. It is desirable that all the key staff have a working knowledge of English Language.

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

- (i) Any comments or suggestions on the RFP, data, services and facilities to be provided by the PROCURING AGENCY (Section 3A).
- (ii) A description of the methodology and work plan for performing the assignment (Section 3B).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their deployment schedule. (Section 3C).
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3D). Key information should include number of years working for the firm/entity and degree of responsibility held in various assignments.
- (v) Any additional information requested in the Data Sheet or deemed necessary by the bidder.

**NOTE: PLEASE DO NOT INCLUDE COMPANY HISTORY AND DETAILS.**

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

**Financial Proposal**

In preparing the Financial Proposal, TOWN PLANNER / ARCHITECT is expected to take into account the requirements and conditions outlined in this document. The Financial Proposal should follow Standard Forms (Section 4). It includes all costs associated with the assignment, including (a) remuneration for staff in the field and at headquarters), and (b) reimbursable expenses such as subsistence (per diem, housing), transportation (for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys, all local/ Provincial & Federal taxes etc.

The Data Sheet indicates how long the proposals must remain valid after the submission date. If the PROCURING AGENCY wishes to extend the validity period of the proposals, the TOWN PLANNER / ARCHITECT who do not agree have the right not to extend the validity of their proposals and exit from procurement proceeding taking sealed bids.

TOWN PLANNER / ARCHITECT should express fee for their professional services in PKR. only.

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

- 4.1 The original proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared in indelible ink. It shall contain no inter-lineation or overwriting.
- 4.2 An authorized representative of the firm initials all pages of the proposal. The representative's authorization is confirmed by a written power of attorney accompanying the proposal.
- 4.3 For each proposal, the TOWN PLANNER / ARCHITECT shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the contents given in original shall be accepted. Also in case of non-compliance to the requirements of RFP in terms of copies or discrepancies the proposal shall be rejected as non-responsive.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal", and the original and all copies of the Financial Proposal in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and warning: "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." Both envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet and be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE BID OPENING COMMITTEE."
- 4.5 The completed Technical and Financial Proposals must be delivered at the submission address on or before the time and date stated in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened.

- 4.6 After the deadline for submission of proposals, the Technical Proposal shall be opened on the day in the presence of those who want to be present on the date specified in in the document by the evaluation committee. The Financial Proposal shall remain sealed and will be opened in the presence of the representatives of the bidders that have technically qualified after opening of technical proposal.

## **5. Proposal Evaluation**

### **General**

- 5.1 From the time the bids are opened to the time the contract is awarded, if any Town Planner/ ARCHITECT wishes to contact the PROCURING AGENCY on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the PROCURING AGENCY in the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the bidder's proposal.
- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, is concluded.

## **6. Guidelines for Evaluation of Proposals**

- 6.1 On receipt of technical proposals, Consultant Selection Committee nominated by the PROCURING AGENCY shall evaluate the technical proposals of all the contestants. The committee will evaluate each technical proposal as regards the understanding of project needs, methodology, work plan, time schedule, experience and qualifications of personnel to be assigned, present work load and other pertinent aspects in relation to the services required of the TOWN PLANNER / ARCHITECT.
- 6.2 The Consultant selection Committee with the approval of PROCURING AGENCY will then open the financial proposals of those contestants scoring passing marks in the presence of such bidder who care to be present and will publicly announce the prices and terms of all technically qualified proposals.

PROCURING AGENCY first calculate the financial score (Sf) of the lowest price as per method discussed below.

The technical and financial scores must be weighted using the weights / scaling stated in the SBD / RFP document. This is normally in the range of 50 to 80% for the technical score and in the range of 50 to 20% for the financial score depends on the nature of the project and relevant importance of each major criteria. The combined weights must always total 100%.

*For selection of TOWN PLANNER / ARCHITECT the technical score weighted is 75% for technical factors and 25% for financial cost.*

To determine the weighted scores, multiply the actual technical and financial scores by the percentage weights stated in the SBD / RFP document.

To determine the total score, simply add the weighted technical and financial scores together.

The example in the table below; the Firm 'A' technical and financial scores received are mentioned in the original score column, the weights are stated in accordance with the SBD/RFP document, the calculation of weighted scores and the total score is as follows:

	<b>Original Scores</b>	<b>Weighted (e.g.)</b>	<b>Calculation</b>	<b>Results</b>
Technical	75	80%	75 x 80/100	60
Financial	85	20%	85 x 20/100	17
			Total	77

## **7. Award of Contract**

- 7.1 The contract will be awarded to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price.
- 7.2 The selected TOWN PLANNER / ARCHITECT is expected to commence the assignment on the agreed date and at the location specified in the Data Sheet.

## **8 Confidentiality**

- 8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the TOWN PLANNER / ARCHITECT who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.



## SECTION 2

### DATA SHEET

Clause

Reference

1 The name of the PROCURING AGENCY is Institute of Business Administration Karachi.

The method of selection is based on the listed evaluation criteria in Clause 6 .1, information to Consultant. Bidders are expected to prepare most feasible a workable methodology.

2 The name, objective and description of the assignment is:

**“APPOINTMENT OF TOWN PLANNER / ARCHITECT FOR DEVELOPMENT OF SCHEMATIC MASTER PLAN, IBA KARACHI CAMPUS AT DHA CITY KARACHI (DCK)”.**

Detailed objectives are given in RFP.

3 A pre-proposal meeting will be held on the date specified in the NIT.

4. The PROCURING AGENCY will provide the following inputs:

PROCURING AGENCY will provide the TOWN PLANNER / ARCHITECT with all available data, information, studies and reports.

PROCURING AGENCY will provide liaison and will ensure that the TOWN PLANNER / ARCHITECT should have access to the relevant record /data available with the PROCURING AGENCY, for the completion of their assignment. PROCURING AGENCY may assign qualified counterparts from its staff to work with personnel of the TOWN PLANNER / ARCHITECT for the purpose of the liaison.

5. Clarifications in writing may be requested five (05) days before the submission date.

The address for requesting clarifications is:

Manager Contracts  
Institute of Business Administration  
Main Campus, Karachi University  
Karachi  
Tel: 021-111-422-422 /2517  
Email: nmalik@iba.edu.pk

- 6 Proposals should be submitted in English language
- 7 The TOWN PLANNER / ARCHITECT is required to submit details of estimated number of professional staff-and man-days required for carrying out the Services.
- 8 Taxes: Taxes as per Laws of Government of Pakistan. Complete information on taxes to be obtained by ARCHITECT/CONSULTANT from the tax department.
- 9 Proposals shall remain valid for 90 days from the opening of the bid date.
- 10 Number of copies of technical and financial proposal:

Technical Proposals: One Original sealed +THREE Copies (Copied back to back or duplex ) sealed collectively

Financial Proposals: One Original sealed + One Copy sealed

- 11 The proposal submission address is:

Manager Contracts  
Project Department  
Institute of Business Administration  
IBA Main Campus  
University Road, Karachi.

Tel: 021-111-422 422, Ext-2517

Email: nmalik@iba.edu.pk

Information on the outer envelope should also include:

Name and Address of the Bidder submitting proposal, and name of assignment, with type of proposal as Technical or Financial:

- 12 The address to send information to the PROCURING AGENCY is:

Manager Contracts  
Project Department  
Institute of Business Administration  
IBA Main Campus University Road  
Karachi.

Tel: 021-111-422-422/2517

E mail :nmalik@iba.edu.pk

13	The points to be given under each of the evaluation criteria area:	Points
	1. Response to RFP (fulfillment of RFP requirements)	[15]
	2. Adequacy of the proposed work plan and methodology in response to the Terms of Reference	[35]
	3. Qualifications and competence of the key staff	[25]
	4. Experience	[15]
	5. Annual Turnover	[10]
	<b>Total Points</b>	<b><u>100</u></b>

**The minimum technical score required to pass : 75**

01	RESPONSE TO RFP	Assigned Marks Breakup
1. Level of Clarity and completeness		05
2. Understanding of the objectives		05
3. Responsive to terms of reference		05
Total		15
02	ADEQUACY OF PROPOSED PLAN AND METHODOLOGY	Assigned Marks Breakup
1. Staff Schedule		10
2. Technical Approach		07
3. Work Schedule		10
4. Adequacy of resource utilization		08
Total		35

03	Qualification & Competency of Key Staff	Qualification Criteria		Assigned Marks Breakup
1. For Master Planning & Designing. Minimum Staff requirement a) Principal Architects     One b) Town Planner             One c) Civil Engineer Designer One d) Designer MEP             One  (All with at least 10 years' experience on similar projects)		▪ Meeting minimum staff requirement.	25 marks	25
		▪ Up to 3	15 marks	
		▪ Less than 3	0 marks	

04	EXPERIENCE	CRITERIA	MARKS	ASSIGNED MARKS
1	Educational Campus Designing	<ul style="list-style-type: none"> <li>▪ Three (03) similar projects</li> <li>▪ Two (02) similar projects</li> <li>▪ Less than two</li> </ul>	15 marks  10 marks  0 marks	15
05	FINANCIAL			
	ANNUAL TURNOVER	Qualification Criteria		ASSIGNED MARKS
	<ul style="list-style-type: none"> <li>▪ Firm having minimum turnover one Million</li> <li>▪ Firms having minimum turnover less than one million but more than 0.5 million (Rs.500,000)</li> <li>▪ Firms having less than 0.5 M (Rs.500, 000).</li> </ul>	<ul style="list-style-type: none"> <li>▪ 10 marks</li> <li>▪ 05 marks.</li> <li>▪ Zero marks</li> </ul>		10

### **SECTION 3**

#### **TECHNICAL PROPOSAL STANDARD FORMS**

- 3A. Firm's comments and suggestions on the RFP.
- 3B. Approach paper on methodology and work plan for performing the assignment.
- 3C. Composition of the team and task(s) of each team member
- 3D. Curriculum vitae of proposed professional member

3A. COMMENTS AND SUGESTIONS OF ARCHITECT/CONSULTANT, THE TERMS OF REFERENCE.

**3B. APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT:**

Approach, methodology and work plan to be submitted by the firms must include the following:

- A) Understanding of the objectives
- B) Detailed methodology
- C) The work plan
- D) The manning schedule

Note: In case the above approach, methodology and work plan is not provided by the firms, the technical proposal shall be considered as non-responsive and will cause for rejection of the firms

**3C. COMPOSITION OF THE TEAM (PERSONNEL) AND TASK(S) OF EACH TEAM MEMBER**

1. Team Leader
2. Team members



**3D. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF**

Proposed Position:

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Name of Firm

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Name of Staff

---

Profession:

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Date of Birth

Nationality:

---

Years with Firm /Entity:

---

Membership in Professional Societies:

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Detailed Tasks Assigned for this assignment:

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Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations]

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Education:

[Summarize college / university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

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Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. Also give types of activities performed and PROCURING AGENCY references, where Appropriate]

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Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Details of similar assignment

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Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

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Date \_\_\_\_\_

[Signature of staff member and authorized representative of the Firm] Day /Month/Year

Full name of staff member:

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Full name of authorized representative:

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## SECTION 4

### FINANCIAL PROPOSAL STANDARD FORM

1. **Professional fee for Master Plan. Fixed Fee. Rs \_\_\_\_\_**  
**(In words \_\_\_\_\_)**

Note: Consultant shall include all the Federal, Provincial and local municipal taxes admissible in their final bid price.

#### **Mode of payment**

- |  |                |
|--|----------------|
| (a) Obtaining, analyzing and compiling user's requirement for the Proposed campus. Submission of Conceptual paper on Master Planning parameters, campus design theme.  | 10% of the fee |
| (b) Submission of basic alternate basic plans for approval of IBA.   | 15% of the fee |
| (b) Submission of Schematic Master Plan and report on proposed Campus Design parameters including requirement of water, Sewerage disposal, power requirement with suggestions for alternate renewable energy system(s) | 35% of the fee |
| (c) Development of Conceptual 3D renderings  | 15% of the fee |
| (d) On approval of Master Plan from IBA  | 15% of the fee |
| (e) On approval of Master Plan from DHA, MPD   | 10% of the fee |

2. **Reimbursable**

(Give here details of any reimbursable to be billed at actual)

## SECTION 5

### SCOPE OF SERVICES

#### PROJECT SCOPE AND SERVICES

**PROJECT: DEVELOPMENT OF SCHEMATIC MASTER PLAN, OF IBA KARACHI CAMPUS AT DHA CITY KARACHI (DCK)”.**

#### 5.1 PROJECT INTRODUCTION

IBA Karachi has two campuses. The City Campus is situated on Garden/Kiyani Shaheed Road Karachi. The Main Campus is on University Road Karachi and is spread over an area of 23 acres. It has a staff Colony and Boys’ Hostels at two adjacent locations.

#### PROJECT SCOPE

Institute of Business Administration (IBA) Karachi, has acquired a land measuring 10 Acres in DHA City Karachi situated in Gadap Town in the outskirts of Karachi, Sindh, Pakistan. DHA City Karachi (DCK) is located on the Karachi-Hyderabad Superhighway at the eastern border of Karachi, bordering Thatta District in the South and Jamshoro District in the East. The project is strategically situated at a distance of 56 km from the city core area of Karachi, 35 km from the Karachi Airport, 26 km from the Toll Plaza and about 120 km from Hyderabad City. The upcoming city is planned on an area spanning 11640 acres, comprising residential, commercial and mixed-use elements. It plans to accommodate up-to 250,000 people. Major projects under construction include Construction of Suffa University, Shaukat Khanum Memorial Cancer Hospital, satellite campus of DOW University of Health Sciences besides infrastructure development.

IBA Karachi intends to develop a teaching campus in three phases spanned over 10 years on this piece of land.

The scope of the current project is to undertake development of Master Plan of this campus and required infrastructure to serve the building including main access road, internal roads, pathways, utilities, landscape, power generation and supply, water supply and sewerage system, street lighting, parking area etc.

Topographic Survey report carried out by IBA shall be hand over to the Town Planner /Consultant free of cost to facilitate the completion of assignments.

## **5.2. SCOPE OF SERVICES FOR MASTER PLAN**

### **5.2.1. FAMILIARIZATION**

Study of Master Plans of existing campuses including physical survey to familiarize with the existing planning theme and standards.

### **5.2.2. NEED ANALYSIS – PLANNING REQUIREMENTS FOR DEVELOPMENT OF MASTER PLAN**

#### **5.2.2.1. Physical**

- Users' need survey, analysis and designing. It will involve meetings with the IBA-DCK Planning Committee.
- Land use analysis – zoning in confirmation to DHA bye laws.
- Master Planning for a campus for educational facilities on an area of 10 acres.

#### **5.2.2.2 Deliverables**

##### **5.2.3.1. Physical Master Plan**

- Planning strategy be clearly designed keeping in view the themes of existing campus physical plan characteristics be evolved which could meet future challenges of changing technologies.
- Overall master plan should be so conceptually such that the overall / architectural character of campuses invidiously or collectively represent a homogeneity and design harmony. External and internal elements be standardized to achieve economy of scale

Planning Principles should be based on ;

- Functionality
- Economy
- Quality
- Sustainability
- A strong work Architecture which would create a sense of community and cohesiveness.

5.2.3.2. The Architects/Consultant shall be required to prepare a detailed planning model in close coordination with IBA Karachi Users Committee. This model will provide as a benchmark for future extensions and renovations. The Architects expected produce layouts for the records of IBA Karachi only.

5.2.3.3. The physical Master Plan should be structured so that it provides for the flexible and cost-effective implementation of its recommendations, accommodating changes in need, priority, and resources over time. The final

plan should be revised at periodic intervals to ensure that the

recommendations remain appropriate over time.

- 5.2.3.4. Identify, evaluate and anticipate a pattern for planned growth by preparing a strategy plan which will clearly mark the existing facilities and future extensions. This plan will propose and identify locations for future projects evaluate the impact on the existing infrastructure and the overall growth pattern. Also identify options for relocation or allocating new space for compatible land use and surrounding environment.
- 5.2.3.5. Develop a landscape plan that considers the existing natural ecosystem. The plan shall be specific enough to guide in planting choices as well as suggested alternates as hard landscaping, as the need be. Consistent standards for landscape elements such as plant materials, signs, benches, paving surfaces, lighting fixture, trash receptacles and site amenities are.
- 5.2.3.6..Conceptual Building Profiles.
- 5.2.3.7 Identify the estimated and projected needs of Water & Energy.
- 5.2.3.8 Identify the estimated and projected solid and waste disposal
- 5.2.3.9 Identify the suitable sustainable future source of energy.
- 5.2.3.10 Identification of waste water treatment and the use of grey water

**TERMS AND CONDITIONS**

**CONTRACT FOR TOWN PLANNING /ARCHITECTURAL SERVICES**

**between**

**INSTITUTE OF BUSINESS ADMINISTRATION**

**and**

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**(NAME OF THE TOWN PLANNER /ARCHITECTS)**

**for**

**DEVELOPMENT OF SCHEMATIC MASTER PLAN,  
OF IBA KARACHI CAMPUS AT DHA CITY  
KARACHI (DCK)".**

MAY 2017

## FORM OF CONTRACT

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

\_\_\_\_\_

(Hereinafter called the "PROCURING AGENCY" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand,

\_\_\_\_\_ (Hereinafter called the "ARCHITECTS" which expression shall include the successors, legal representatives and permitted assigns).

### WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The Appendices:
- 2. The mutual rights and obligations of the PROCURING AGENCY and the ARCHITECTS shall be as set forth in the Contract, in particular:
  - (a) The TOWN PLANNER / ARCHITECTS shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) The PROCURING AGENCY shall make payments to the TOWN PLANNER /ARCHITECTS in accordance with the provisions of the Contract.



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

Witness

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

For and on behalf of

\_\_\_\_\_  
(PROCURING AGENCY)

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

Witness

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

For and on behalf of

\_\_\_\_\_  
(TOWN PLANNER / ARCHITECT)

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

*[Note: Provide adequate space for signatures, name, title and seal.]*

## GENERAL CONDITIONS OF CONTRACT

### 1. General Provisions

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1.
- (e) Employer/PROCURING AGENCY means institute of Business Administration, Karachi or its authorized representative
- (f) "GC" means these General Conditions of Contract;
- (g) "Government" means the Government of the Islamic Republic of Pakistan
- (h) "Foreign currency" means the currency other than the currency of the Islamic Republic of Pakistan.
- (i) "local currency" means the currency of the Islamic Republic of Pakistan;
- (j) "Member", in case the ARCHITECTS consist of a joint venture of more than one entity, means any of these entities; and "Members" means all of these entities.
- (k) "Party" means the PROCURING AGENCY or the Project Manager, as the case may be, and "Parties" means both of them;
- (l) "Personnel" means persons hired by the **TOWN PLANNER** /ARCHITECTS or by any sub-ARCHITECTS/ as employees and assigned to the performance of the Services or any part thereof;
- (m) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (n) "Services" means the work to be performed by the TOWN PLANNER/ ARCHITECTS pursuant to this Contract, as described in section-5

- (o) "Sub-ARCHITECT" means any entity to which the ARCHITECTS subcontract any part of the Services in accordance with the provisions of Clauses 3.6.
- (p) "Third Party" means any person or entity other than the PROCURING AGENCY, the ARCHITECTS or Sub-ARCHITECTS.
- (q) "Project" means the work specified in SC for which engineering consultancy services desired.

## **1.2 Law Governing the Contract**

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

## **1.3 Languages**

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

All the reports & communications shall be in the English language.

## **1.4 Notices**

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

## **1.5 Location**

The Services shall be performed at IBA Main Campus Karachi.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the PROCURING AGENCY or the TOWN PLANNER / ARCHITECTS shall be taken or executed by the officials specified in the SC.

## **1.7 Taxes**

Unless specified in the SC, the TOWN PLANNER / ARCHITECTS shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law.

## **1.8 Leader of Joint Venture**

In case the ARCHITECTS consist of a joint venture of more than one entity, the TOWN PLANNER / ARCHITECTS shall be jointly and severally bound to the PROCURING AGENCY for fulfillment of

the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the PROCURING AGENCY.

### **1.9 Relation between the parties**

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the PROCURING AGENCY and the TOWN PLANNER / ARCHITECT. The ARCHITECT / TOWN PLANNER, subject to the contract, have complete charge of personnel and sub Consultant, if any, performing the services and shall be fully responsible for the services performed by them or on their behalf hereunder.

### **1.10 Headings**

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

## **2. Commencement, Completion, Modification, and Termination of Contract**

### **2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (“the effective date”) of the PROCURING AGENCY’s notice to the ARCHITECTS instructing the ARCHITECTS to begin carrying out the services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

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

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (4) weeks’ written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

### **2.3 Commencement of Services**

The TOWN PLANNER / ARCHITECTS shall begin carrying out the Services at the end of such time period after the effective date as shall be specified in the SC.

### **2.4 Expiry of Contract**

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

The term “completion of services” is as specified in the SC.

## **2.5 Modification**

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

## **2.6 Extension of time for Completion**

If the scope or duration of the Services is increased:

the TOWN PLANNER / ARCHITECTS shall inform the PROCURING AGENCY of the circumstances and probable effects;

the increase shall be regarded as Additional Services; and

the PROCURING AGENCY shall extend the time for completion of the Services accordingly.

## **2.7 Force Majeure**

### **2.7.1 Definition**

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

Force Majeure shall not include

- (i) any event which is caused by the negligence or intentional action of a Party or such Party's sub-ARCHITECTS or agents or employees, nor
- (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract and
- (iii) avoid or overcome in the carrying out of its obligations hereunder.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No Breach of Contract**

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

### **2.7.3 Extension of Time**

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

### **2.7.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the TOWN PLANNER / ARCHITECTS shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

### **2.8 Suspension by the PROCURING AGENCY**

The PROCURING AGENCY may, by written notice of suspension to the ARCHITECTS suspend all payments to the TOWN PLANNER / ARCHITECTS hereunder if the TOWN PLANNER / ARCHITECTS fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension

- (i) shall specify the nature of the failure, and
- (ii) shall request the TOWN PLANNER / ARCHITECTS/CONSULTANTS to remedy such failure within a period not exceeding thirty (30) days after receipt by the TOWN PLANNER / ARCHITECTS of such notice of suspension.

### **2.9 Termination**

#### **2.9.1 by the PROCURING AGENCY**

The PROCURING AGENCY may terminate this Contract, by not less than Fifteen (15) days' written notice of termination to the PROCURING AGENCY , to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.1 and sixty (60) days' in the case of the event referred to in (e):

- (a) if the PROCURING AGENCY fails to pay any moneys due to the TOWN PLANNER / ARCHITECTS pursuant to this Contract and not subject to dispute pursuant to Clause 8 within TOWN PLANNER /ARCHITECTS that such payment is over due ; or Thirty (30) days after receiving written notice from the
- (b) If the PROCURING AGENCY is in material breach of its obligations pursuant to this Contract and has not remedied the same within Thirty (30) days (or such longer period as the TOWN PLANNER /ARCHITECTS may have subsequently approved in writing following the receipt by the PROCURING AGENCY of the Project Manager' notice specifying such breach'

- (c) if the TOWN PLANNER / ARCHITECTS fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof;
- (d) if, as the result of Force Majeure, the TOWN PLANNER / ARCHITECTS are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (e) if the PROCURING AGENCY fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### **2.9.2 by the Consultant**

- a. The Consultant may terminate this Contract, by not less than Fifteen (15) days' written notice to the PROCURING AGENCY, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.9.2:
- b. if the PROCURING AGENCY fails to pay any moneys due to the TOWN PLANNER / ARCHITECTS pursuant to this Contract and not subject to dispute pursuant to Clause 8 within Thirty (30) days after receiving written notice from the ARCHITECTS/CONSULTANTS that such payment is overdue; or
- c. if the PROCURING AGENCY is in material breach of its obligations pursuant to this Contract and has not remedied the same within Thirty (30) days (or such longer period as the TOWN PLANNER / ARCHITECTS may have subsequently approved in writing) following the receipt by the PROCURING AGENCY of the Project Manager' notice specifying such breach;
- d. if, as a result of Force Majeure, the TOWN PLANNER / ARCHITECTS are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

Or

if the PROCURING AGENCY fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### **2.9.3 Cessation of Services**

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

### **2.9.4 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2, the PROCURING AGENCY shall make the following payments to the TOWN PLANNER / ARCHITECT:

- (a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Clause means the date when the prescribed notice period would expire;

- (b) Except in the case of termination pursuant to paragraphs (a) through (d) of Clause 2.9.1, 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, according to TOWN PLANNER / ARCHITECTS/CONSULTANTS Traveling Allowance Rules.

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

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## **3. Obligations of the TOWN PLANNER / ARCHITECTS**

### **3.1 General**

#### **3.1.1 Standard of Performance**

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

#### **3.1.2 Law Governing Services**

The TOWN PLANNER / ARCHITECTS shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-ARCHITECTS/CONSULTANTS, as well as the Personnel of the TOWN PLANNER /ARCHITECTS/CONSULTANTS and any Sub-ARCHITECTS/CONSULTANTS, comply with the Applicable Law.

### **3.2 TOWN PLANNER/ ARCHITECTS/CONSULTANTS Not to Benefit from Commissions, Discounts, etc.**

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



### **3.3 Confidentiality**

The TOWN PLANNER/ ARCHITECTS/CONSULTANTS, their Sub-ARCHITECTS, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the assignment, the Services, this Contract, or the PROCURING AGENCY's business or operations without the prior written consent of the PROCURING AGENCY.

### **3.4 Liability of the ARCHITECTS**

The TOWN PLANNER ARCHITECTS are liable for the consequence of errors and omissions on his part or on the part of his employees

The TOWN PLANNER ARCHITECTS shall, at the request of the PROCURING AGENCY, indemnify the PROCURING AGENCY against any or all risks arising out of the furnishing of professional services by the TOWN PLANNER / ARCHITECTS to the PROCURING AGENCY.

### **3.5 TOWN PLANNER / ARCHITECTS' Actions Requiring PROCURING AGENCY's Prior Approval**

The TOWN PLANNER/ ARCHITECTS shall obtain the PROCURING AGENCY's prior approval in writing before taking any of the following actions:

Appointing such Personnel as are listed in section-3 merely by title but not by name; entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub ARCHITECTS and the terms and conditions of the sub contract shall have been approved in writing by the PROCURING AGENCY prior to the execution of the subcontract, and (ii) that the TOWN PLANNER / ARCHITECTS shall remain fully liable for the performance of the Services by the Sub ARCHITECTS and its Personnel pursuant to this Contract; any other action that may be specified in the SC.

### **3.6 Reporting Obligations**

The TOWN PLANNER / ARCHITECTS shall submit to the PROCURING AGENCY the reports and documents as per scope of works in the form, in the numbers, and within the agreed period.

### **3.7 Documents Prepared by the ARCHITECTS to Be the Property of the PROCURING AGENCY**

All plans, drawings, specifications, reports, and other documents and software prepared by the TOWN PLANNING / ARCHITECTS in accordance with Clause 3.7 shall become and remain the property of the PROCURING AGENCY, and the ARCHITECTS shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the PROCURING AGENCY, together with a detailed inventory thereof. The TOWN PLANNER / ARCHITECTS 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 Equipment and Materials furnished by the PROCURING AGENCY**

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

### **3.9 Accounting, Inspection and Auditing**

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

## **4. ARCHITECTS' Personnel**

### **4.1 General**

The TOWN PLANNER / ARCHITECTS shall employ and provide such qualified and experienced Personnel and TOWN PLANNER /Sub-ARCHITECTS as are required to carry out the Services.

### **4.2. Description of Personnel**

- (a) The title, activities of job description and estimated periods of engagement in the carrying out of the Services of each of the ARCHITECTS' Personnel are described in section-3

### **4.3 Approval of Personnel**

The Key Personnel and Sub-ARCHITECTS listed by title as well as by name in section-3 are deemed to be approved by the PROCURING AGENCY. In respect of other Key Personnel, which the TOWN PLANNER / ARCHITECTS propose to use in carrying out of the Services, the TOWN PLANNER / ARCHITECTS shall submit to the PROCURING AGENCY for review and approval a copy of their biographical data. If the PROCURING AGENCY does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt ;of such biographical data, such Key Personnel shall be deemed to have been approved by the PROCURING AGENCY.

#### **4.4 Removal and / or Replacement of Personnel**

- (a) Except as the PROCURING AGENCY may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the TOWN PLANNER / ARCHITECTS, it becomes necessary to replace any of the Key Personnel, the ARCHITECTS shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the PROCURING AGENCY 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 TOWN PLANNER / ARCHITECTS shall, at the PROCURING AGENCY's written request specifying the grounds there for, provide as a replacement a person with qualifications and experience acceptable to the PROCURING AGENCY.

#### **4.5 Contact Person**

The TOWN PLANNER / ARCHITECTS shall ensure that at all times during performance of the Services, an authorized person acceptable to the PROCURING AGENCY, shall be acting as the main contact person of the assignment.

### **5. Obligation of the PROCURING AGENCY**

#### **5.1 Assistance Coordination and approvals**

**5.1.1** The PROCURING AGENCY shall use its best efforts to ensure that the PROCURING AGENCY shall:

Provide at no cost to the TOWN PLANNER / ARCHITECTS such documents prepared by the PROCURING AGENCY or other consulting engineers appointed by the PROCURING AGENCY as shall be necessary to enable the TOWN PLANNER / ARCHITECT, Sub-ARCHITECTS or Personnel to perform the Services. The Documents and time within which such documents shall be made available, are as specified in the SC.

Assist to obtain the existing data pertaining or relevant to the carrying out the Services, with various Government and other organizations. Such items unless paid for by the ARCHITECTS without reimbursement by the PROCURING AGENCY, shall be returned by the ARCHITECTS upon completion of the Services under this Contract.

Issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services.

Provide to the TOWN PLANNER / ARCHITECTS any such other assistance and exemptions as may be specified in the SC.

### **5.1.2 Co-ordination**

The PROCURING AGENCY shall:

Coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization in the SC.

**5.1.3** The PROCURING AGENCY shall accord approval of the documents with such time as specified in the SC, whenever these are applied for by the TOWN PLANNER / ARCHITECTS.

### **5.2 Access to the Project Site**

The PROCURING AGENCY warrants that the TOWN PLANNER /ARCHITECTS shall have, free of charge, unimpeded access to the Project Site land in case it is required for the performance of the Services.

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

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the TOWN PLANNER / ARCHITECTS, then the remuneration and direct costs otherwise payable to the ARCHITECTS under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Clause 6.1 (a)

### **5.4 Payments**

In consideration of the Services performed by the TOWN PLANNER / ARCHITECTS under this Contract, the PROCURING AGENCY shall make to the TOWN PLANNER ARCHITECTS such payments and in such manner as is provided by Clause 6 of this Contract.

## **6. Payments to the TOWN PLANNER / ARCHITECTS**

### **6.1 Mode of Payment (see section 4)**

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

The PROCURING AGENCY shall pay to the /SARCHITECTS; (i) remuneration as set forth in Clause 6.2(b); and (ii) reimbursable direct costs expenditure as set forth in Clause 6.1 reimbursable direct costs expenditure as set forth in financial proposal.

### **6.3 Currency of Payment**

Currency payment shall be made in Pakistani Rupees.

The SC shall specify which items of remuneration and reimbursable expenditures shall be paid in local currency.

## **6.5 Delayed Payments**

If the PROCURING AGENCY has delayed payments beyond the period of one month after the final date of due payment. Interest charges shall be paid to the TOWN PLANNER /ARCHITECTS for each day of delay at the rate specified in the SC.

## **6.6 Additional Services**

Additional Services means:

Services to be performed during the period extended pursuant to Clause 2.6, beyond the original schedule time for completion of the Services; and

Any re-doing of any part of the Services as a result of PROCURING AGENCY's instructions.

If, in the opinion of the PROCURING AGENCY, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, the Consultant, with the prior written authorization of the PROCURING AGENCY, shall carry out such additional Services on the basis of the billing rates set out in the Contract.

In case for any reasons these rates and prices are determined by both the Parties to be not applicable for said additional services, then suitable billing rates and the additional time, shall be agreed upon between the PROCURING AGENCY and the TOWN PLANNER ARCHITECTS.

## **7. Fairness and Good Faith**

### **Good Faith**

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

## **8. Settlement of Disputes**

### **8.1 Amicable Settlement**

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

### **8.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of Arbitration Act 1940 and of the rules there under and any statutory modifications thereto.

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

## **9. Performance Security**

- 9..1 Pursuant to the SPPRA Rule-39, the successful TOWN PLANNER / Architect shall furnish to the Procuring Agency a performance security in the form and amount stipulated in the special conditions of Contract within a period of 14 days after the receipt of Letter of Acceptance.
- 9.2. Failure of the successful TOWN PLANNER / Architect to comply with requirement of the clause-9.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

**SPECIAL CONDITIONS OF CONTRACT**

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

**1.1 Definitions**

The following definitions are added to Clause 2 SECTION -2.

“Project” means DEVELOPMENT OF SCHEMATIC MASTER PLAN OF IBA KARACHI CAMPUS AT DHA CITY CAMPUS KARACHI

**1.2 Notices**

The addresses of the PROCURING AGENCY and the TOWN PLANNER / ARCHITECTS shall be as stated under Clause 1.6. Herein below. CLAUSE -5 SECTION-2

**1.6 Authorized Representatives**

The Authorized Representatives are the following:

**For the PROCURING AGENCY:**

Manager Contracts  
Institute of Business Administration  
Main Campus, University of Karachi,  
Karachi.

Tel: 111-422-422 / Ext: 2517

**For the TOWN PLANNER / ARCHITECTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name of Project Manager)  
(Project)  
(Address)

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

## **1.7 Taxes**

All taxes as per the regulations of Government of Pakistan and Government of Sindh which can be obtained from the concerned tax departments.

## **1.8 Leader of Joint Venture**

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

*[Note: If the TOWN PLANNER / ARCHITECTS do not consist of more than one entity, the Clause GC 1.8 should be deleted.]*

## **2.1 Effectiveness of Contract**

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

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

The time period shall be 90 days or such other period as the Parties may agree in writing.

## **2.3 Commencement of Services**

The TOWN PLANNER /ARCHITECTS/CONSULTANTS shall commence within seven (07) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

## **2.4 Period of Completion of Services**

The period of Completion of Services shall be six months from the Commencement Date of the Services or such other period as the Parties may agree in writing.

“Completion of Services” means Completion of the duties mentioned in the RFP or as directed by the PROCURING AGENCY.

### **2.4.1 Scope of Services**

Scope of Services shall be as mentioned in the RFP

## **3.7 Documents Prepared by the ARCHITECTS/CONSULTANTS to be the Property of the PROCURING AGENCY.**

## **5.1 Assistance**

The PROCURING AGENCY shall make available all the relevant documents available with the PROCURING AGENCY's for the information of the TOWN PLANNER / ARCHITECTS within mutually agreed time.



Any type of assistance which PROCURING AGENCY may think within its reach and beneficial to the Project Manager.

## **6.2 Remuneration and Reimbursable Direct Costs (Non-Salary Costs) Expenditures**

No adjustments in Remuneration and Reimbursable costs shall be applicable during the execution of the contract.

## **6.3 Currency of Payments**

Remuneration for foreign and local personnel both shall be paid in local currency only i.e., Pak Rupees.

### **6.2.1 Mode of Billing and Payment**

Payments to the TOWN PLANNER / ARCHITECTS will be made in accordance with an agreed schedule, assuring the TOWN PLANNER /ARCHITECTS regular deposits in local currency as long as work proceeds and planned.

## **Performance Security**

- 9..1 The successful Town planner / Architect shall furnish to the Procuring Agency a performance security in the form of pay order or demand draft or bank guarantee for an amount equal to 5% of the contract price within a period of 14 days after the receipt of Letter of Acceptance.
- 9.2. Failure of the successful Town planner / Architect to comply with requirement of the clause-9.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

## **SECTION 7**

The Consultant shall be required to sign the Integrity Pact, at the time of signing of the agreement, as per tender draft.

**INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC,  
PAYABLE BY THE SUPPLIERS OF SERVICES  
IN THE CONTRACTS WORTH RS. 2.50 MILLION OR MORE ( SPPRA RULE 89 )**

**Contract Number** \_\_\_\_\_

**Dated** \_\_\_\_\_

**Contract Value** \_\_\_\_\_

**Contract Title: DEVELOPMENT OF SCHEMATIC MASTER PLAN, OF IBA KARACHI  
CAMPUS AT DHA CITY KARACHI (DCK)”.**

Town Planner / Architect hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligations or benefit from Government of Sindh(GOS) or any administrative sub division or agency thereof or any other entity owned or controlled by it (GOS) through any corrupt business practice.

Without limiting the generality of the foregoing, Town Planner / Architect present and warrant that it has fully declared the brokerage, the mission, fee, etc. Paid or payable one and not given or agreed to give and shall not give or agreed to give to anyone within or outside Pakistan either directly or indirectly through any natural juridical person, including its affiliate, agent, agent, associate, broker, consultant, director, promoter , shareholder, sponsor or subsidiary, any commissioned, 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 obligations or benefits in whatsoever form from GOS, except that which has been expressly declared pursuant hereto .

Town planner / Architect 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.

Town planner / Architect accept 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 & 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 right and remedies available to GOS under any law, contract or other instrument, be void able at the option of GOS.

Notwithstanding any right and remedies exercised by GOS in this regard, Consultant agrees to indemnify GOS for any loss or damage incurred by it on account of its corrupt business parties and further pay compensation to GOS in amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given Town planner / Architect / as aforesaid for the purpose of obtaining or including the procurement of any contract, right , interest, privilege or other obligation or benefit in whatsoever from GOS.

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For, Institute of Business Administration