

QUAID-E-AWAM UNIVERSITY
OF ENGINEERING, SCIENCE & TECHNOLOGY
NAWABSHAH



REQUEST FOR PROPOSAL (RFP)

FOR

Hiring of Engineering Consulting Firm for Detailed construction supervision for development scheme Construction of Two (02) New Departments (Software Engineering and Environmental Engineering) At Quaid-E-Awam University of Engineering, Science & Technology (Quest), Nawabshah Funded By Higher Education Commission (HEC), Islamabad.

Document Issued to M/s _____

Dated: _____

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REQUEST FOR PROPOSAL

Country:	Pakistan
Province:	Sindh
District:	Shaheed Benazir Abad
Pc Titled:	“Construction of Two (02) New Departments (Software Engineering and Environmental Engineering) and Essential Facilities at Quaid-e-Awam University of Engineering, Science & Technology (QUEST), Nawabshah.”
Project Duration:	24 months
Title of Consultancy:	Hiring of Engineering Consulting Firm for Detailed construction supervision for development scheme Construction of Two (02) New Departments (Software Engineering and Environmental Engineering) At Quaid-E-Awam University of Engineering, Science & Technology (Quest), Nawabshah.

DEFINITIONS:

- i. "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;
- ii. "Client" means HEC/ _____ with which the selected Consultant signs the Contract for the Services;
- iii. "Consultant" means any entity including a Joint Venture that will provide the Services to the Client under the Contract;
- iv. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices;
- v. "Contract Price" means the price to be paid for the performance of the Services;
- vi. "Effective Date" means the date on which this Contract comes into force
- vii. "GC" means these General Conditions of Contract;
- viii. "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions;
- ix. "Day" means calendar day.
- x. "Government" means the Government of the Islamic Republic of Pakistan;
- xi. "Local Currency" means the currency of the Islamic Republic of Pakistan;

- xii. "Instructions to Consultants" means the document which provides all information needed to prepare their Proposals;
- xiii. "Consortium" means the Consulting Firm comprised of a group of firms/ companies. The Lead Firm shall represent and bind all Consultant of the Consortium in all matters connected with the Project, including submission of RFP on behalf of the Consortium;
- xiv. "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof;
- xv. "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- xvi. "Proposal" means a technical proposal or a financial proposal, or both;
- xvii. "QCBS" means Quality- and Cost-Based Selection;
- xviii. "RFP" means this Request for Proposal;
- xix. "Project" means the work specified in SC for which engineering consultancy services are desired.
- xx. "Services" means the work to be performed pursuant to the Contract;
- xxi. "Terms of Reference" (TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment;
- xxii. HEI's means Higher Education Institutions;



LETTER OF INVITATION (LOI)

QUAID-E-AWAM UNIVERSITY

OF ENGINEERING, SCIENCE & TECHNOLOGY NAWABSHAH

Address: Quaid-e-Awam University Sakrand Road, Nawabshah, Sindh, Pakistan.

REQUEST FOR PROPOSAL (RFP)

No. QUEST/NH/PROC/327

Dated: 10.07.2023

Quaid-e-Awam University of Engineering, Science & Technology Nawabshah invites applications from well reputed Consultancy Firms registered with Pakistan Council of Architect and Town Planner (PCATP) and Pakistan Engineering Council (PEC) on “**SINGLE STAGE TWO ENVELOP**” for **HIRING OF ENGINEERING CONSULTING FIRM FOR DETAILED CONSTRUCTION SUPERVISION FOR DEVELOPMENT SCHEME CONSTRUCTION OF TWO (02) NEW DEPARTMENTS (SOFTWARE ENGINEERING AND ENVIRONMENTAL ENGINEERING) AT QUAID-E-AWAM UNIVERSITY OF ENGINEERING, SCIENCE & TECHNOLOGY (QUEST), NAWABSHAH FUNDED BY HEC, ISLAMABAD.** RFP documents can be obtained from the office of Procurement Manager, at the address given below from 14-07-2023 to 03-08-2023 during office hours (08:30am to 03:00pm) (or can be downloaded from the website of www.quest.edu.pk and www.pprasindh.gov.pk) by paying an amount of **Rs. 3,000/- (Non-Refundable)** through pay order in favour of Director Finance Quaid-e-Awam University of Engineering, Science & Technology Nawabshah.

- Bid Security equivalent to 2% of total bid value in the form of Pay Order/Call Deposit in favor of Director Finance, Quaid-E-Awam University of Engineering, Science & Technology Nawabshah shall be submitted with the sealed financial proposal.
- Bids without the Bid Security will be rejected.
- The firm will be selected based on “**Most advantageous Bid Quality Cost Based Selection**” under procedures described in this Request for Proposals document (RFP), in accordance with of SPPRA Rules.
- Sealed bids will be submitted till 11.00 am on 03-08-2023 in the office of Procurement Manager, at the address given below and technical bids will be opened on the same day i.e., 03-08-2023 at 11:30 am. in the presence of representatives of participating firms and Consultant Selection Committee at the office of the undersigned.
- Quaid-e-Awam University of Engineering, Science & Technology Nawabshah reserves the right to reject any or all bids as per SPPRA Rules.
- Registration of the firm with Pakistan Engineering Council (PEC)/ Pakistan Council of Architects & Town Planners up to June 2023. The firm must possess required relevant Codes & Disciplines to Design & Supervise on Engineering related works.
- All proposed staff must be permanent employees of the firm, attach tax deduction certificate or any other verifiable evidence like Bank Transaction etc. along with endorsement of Engineering Staff with the firm in PEC.
- NTN Registration Certificate and valid registration with S.R.B, (the bidder must be active taxpayer) along with income tax returns for last 03 years.
- Financial audit reports of the firm for the last 03 years.
- Bidder/ Consortiums must have at least 10 years of experience.
- Details of works of similar nature already completed or in hand with cost and satisfactorily completion certificate from the concerned company/ department.
- Details of equipment, design software, tools etc.
- List of litigation (if any) their nature and status/ outcomes, if there is no litigation, attach affidavit on Rs. 100/- non-Judicial stamp paper stating that there is no case of litigation on the company.
- Attach affidavit on non-judicial stamp paper that the firm/ company has never been blacklisted by any Authority/ Government Department or any other institution and all information provided in the document are correct.
- Any other relevant information to facilitate in decision making.
- The consultant firms providing wrong information will be liable to legal action and disqualification.
- In case of any disturbance or busy schedule of any committee member, the tender will be opened on next working day.
- **Un-responded Tenders** will be again issued / submitted / opened on following dates.
2nd attempt a) Issue date 03-08-2023 to 22-08-2023 b) Submission & Opening 22-08-2023, time and place will remain same.

PROCUREMENT MANAGER
POSTGRADUATE CENTER (PGC) BUILDING,
QUAID-E-AWAM UNIVERSITY, NAWABSHAH
PH: 0244-930389, EMAIL: pm@quest.edu.pk

Instruction to consultants

Name & Address of Consultant:

1. INTRODUCTION:

- 1.1 You are hereby invited to submit a technical and a financial proposal for Engineering/ Architectural consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft. Copy of contract is enclosed with the RFP documents.
- 1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 1.3 The Client _____ has been entrusted the duty to implement the Project as Executing Agency by the Federal Government and funds have been approved under PSDP funded development project titled “_____” for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is being issued.
- 1.4 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the client and project site before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.5 Please note that:
 - 1.5.1 The cost of preparing the proposal and of negotiating the contract, including a visit to the Client and site, are not reimbursable as a direct cost of the Assignment; and
 - 1.5.2 The Client is not bound to accept any of the proposals submitted.
- 1.6 We wish to remind you that in order to avoid conflicts of interest:
 - 1.6.1 Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and

- 1.6.2 Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.
- 1.7 Please note that:
 - 1.7.1 In-complete and late proposals will not be entertained. Further information / clarification about the assignment & documents may be obtained from the Project's focal person office.
 - 1.7.2 Incomplete defective proposals and proposals not conforming to the RFP documents shall be liable to rejection.
 - 1.7.3 The University reserves the right to cancel the process at any stage and reject any or all the proposal thereof, having valid reasons and without being liable for any claim/compensation of any nature whatsoever.

2. DOCUMENTS:

- 2.2 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet which is mandatory.
- 2.3 Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Ten (10) days before the proposal submission date. Any request for clarification in writing, or by cable, electronic mail or telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, electronic mail or telefax to such requests and copies of the response shall be sent to all invited Consultants.
- 2.4 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the Documents by amendment. The amendment shall be sent in writing or by cable, electronic mail or telefax to all invited Consulting firms will have binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

3. PREPARATION OF PROPOSAL:

- 3.1 You are requested to submit a technical and a financial proposal. Your proposal shall be written in English language.

Technical Proposal:

- 3.2 In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and result in rejection of your proposal.
- 3.3 During preparation of the technical proposal, you must give particular attention to the following:
 - a. JV/Consortium of firms can apply only as a same JV/Consortium with a same Lead firm for this RFP.

- b. Subcontracting part of the Assignment to other consultants is not allowed.
 - c. Max. ten (10) similar assignments (HEI's / universities only) of building projects each of worth Min. Rs. 250 million to fetch the full marks against the firm's similar experience.
 - d. Max. ten (10) general assignments of Government sector (other than HEI's / universities) of building projects each of worth Min. Rs. 250 million will fetch the full marks against the firm's general experience.
 - e. The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in the Data Sheet.
 - f. Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment.
 - g. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position & must be supported with PEC/PCATP registration certificate.
 - h. Client has the right to enquire from the clients mentioned in consultant's proposal regarding the consultant performance. In case of negative response from two or more than two clients, consultant may be declared disqualified & his financial proposal may be returned unopened.
- 3.4 Your technical proposal shall provide the following and any additional information, using the formats attached in Appendix-I:
- I-Form-1 Summary of ten (10) similar assignments (min worth Rs. 250 million each) of HEI's/ Universities only, completed / ongoing in last ten years (not more than 10 projects), must be supported with completion certificate or performance certificate of client, which must mention the amount of project & the services provided by firm, else the experience will not be considered for evaluation.
 - I-Form-2 Detail of firm's reference relevant experience of HEI's/ Univ. only in similar projects of worth Rs.250 million+ each carried out in the last ten (10) years which best illustrate specific qualifications.
 - I-Form-3 Summary of ten (10) general building assignments (min worth Rs. 250 million each) of the Government Sector (other than HEI's / Universities) completed / ongoing in last ten years (not more than 10 projects), must be supported with completion certificate or performance certificate of client, which must mention the amount of project & the services provided by firm, else the experience will not be considered for evaluation.
 - I-Form-4 Detail of firm's experience with general building projects of worth Rs.250 million + each carried out in the last ten (10) years which best illustrate specific qualifications.

I-Form-5 Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.

I-Form-6 any comments or suggestions on the TOR;

The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.

I-Form-7 Summary of Proposed Key Professionals for the Project

I-Form-8 CVs recently signed by the proposed key professional staff must be supported with PEC online Engineer's verification print & PEC/PCATP certificate. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years. Additional qualification (M.Sc.) of the proposed professional must be supported with degree's copy.

I-Form-9 A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.

I-Form-10 A schedule for compilation and submission of various types of reports as envisaged in attached TOR.

I-Form-11 Power of Attorney to declare lead firm for that project.

3.5 The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal.

3.6 Mandatory Documents to be attached with Technical proposal are as under;

- a. Valid Certificate of registration of a Firm with PEC/PCATP.
- b. Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC/PCATP) if any.
- c. Valid National Tax Number of consultant(s).
- d. Year of establishment supported by certificate from the Registrar of Firms / SECP.
- e. Audited Statements of Accounts and Annual Turnover for the last three years.
- f. A certificate / affidavit that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.
- g. A certificate / affidavit that the firm has not been involved in any litigation with any university/ Government / Autonomous / International Body.
- h. Valid Certificate of Registration with sindh Revenue Board (SRB).

Note: Provision of the above documents is mandatory, in case of failure the firm/JV would not be considered for detailed evaluation.

Financial Proposal:

- 3.7 The financial proposal should include all the costs associated with the Assignment. These normally covers remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. These costs should be broken into foreign (if applicable) and local costs (if required). Your financial proposal should be prepared using the formats attached as **Appendix-II**; else the proposal of applicant firm will be rejected.
- 3.8 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.
- 3.9 Costs shall be expressed in Pak Rs. Inclusive of all taxes.
- 3.10 All the prevailing applicable Provincial and federal Govt. taxes will be deducted from the consultancy Fees. The proposal should be submitted inclusive of all prevailing taxes.

4. SUBMISSION OF PROPOSALS:

- 4.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. The proposal shall be in book binding form, properly page numbered (Loose, Ring and spring binding not acceptable). Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE."
- 4.2 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.
- 4.3 The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 4.5 The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its best effort to complete negotiations at the location stated in the Data Sheet within this period.
- 4.6 In case of sudden holiday on bid opening day, bid will be opened on next working day.

5. PROPOSAL EVALUATION:

5.1 *Single Stage - Two Envelope Procedure* shall be adopted as per SPPRA Rules & Regulations. Firms shall be ranked using combined technical & financial scores as under:

Technical Score weightage: 65%

Financial Score Weightage: 35%

Technical Proposal:

5.2 The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the below table & annexed technical proposal forms as under. Each responsive proposal shall be attributed a technical score (St). There are four essential elements for judging the capability of any firm to perform credibly on a given project. These are its previous experience on similar & general projects, its professional staff having the specific expertise to meet its obligations during the assignment & approach/methodology of consultant and its financial capability. The weight-age of the respective component shall be as under;

SN	Component	Weightage
1	Experience on similar & general projects	40
2	Quality of Staff	40
3	Approach & Methodology	10
4	Financial Capability	10
Total		100

5.3 The firms obtaining 65% & above marks in technical evaluation will technically qualify and be called for financial proposal opening only, whereas the financial proposals of the firms obtaining less marks than 65 % will be returned unopened.

5.4 Technical Proposal Evaluation Criteria:

i. Experience on similar & General Projects **40 Marks**

i. Similar Projects (Ongoing / Completed) **25 Marks**

Ten (10) Academic/ Educational buildings ongoing/completed during last 10 years (Development works in HEIs/Universities only). Each project cost must be more than Rs. 250 million to get the points. The projects which are not academic/ educational buildings and / or less than Rs.250 million will not be considered for points in this category.

Similar Projects	
Number of Projects	Weightage
Min: 2	25%
3-5	60%
6-7	85%
8-9	95%
10	100%

ii. Similar Projects (Ongoing / Completed) 15 Marks

Ten (10) General completed / ongoing projects of buildings in Government Sector, other than HEIs / Universities completed during last 10 years. The project cost must be more than Rs. 250 million to get the points.

General Projects	
Number of Projects	Weightage
Min: 2	25%
3-5	60%
6-7	85%
8-9	95%
10	100%

ii. Evaluation of Quality of Staff: 40 Marks

a) Supervision Consultancy

1. Resident Engineer (01 Nos.)

27 Points

- i. Resident Engineer - Qualified M.Sc. or B.Sc Engr. (Civil) member of PEC in good standing.
- ii. Having 15 years or above of total experience for B.Sc. or 10 years or above of total experience for M.Sc. working on similar building projects of which 5 years must be as a Resident Engineer.
- iii. Having 05 years or above of experience of working with existing firm on similar building projects of which 3 years must be as a Resident Engineer.

2. Site Inspector Civil (02 Nos)

05 Points

- i. Site Inspector- Qualified DAE (civil) member in good standing.
- ii. Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a Site Inspector.
- iii. Having 03 years or of experience of working with existing firm on similar building projects of which 3 years must be as a Site.

- 3. Quantity Surveyor** **03 Points**
- i. Quantity Surveyor - Qualified DAE (Civil), in good standing.
 - ii. Having 10 years or above of total experience of working on similar projects.
 - iii. Having 03 years or above of experience of working with existing firm on similar building projects.
- 4. Site Inspector Electrical (01 Nos.)** **05 Points**
(Intermittent) two visit per month or as per site/ Client requirement).
- i. Electrical Engineer - Qualified DAE member in good standing
 - ii. Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector.
 - iii. Having 03 years or above of experience of working with existing firm on similar building projects.

The Evaluation of Technical Staff will be made as per following weightage: -

i. Education of Qualification	25%
ii. Relevant Background	50%
iii. Time with Firm	25%

Proof of employment for last two years to be attached in shape of salary slip and appointment letter.

iii. **Financial Capability (Historical Financial Performance)** : **10 Points**

Average annual consultancy turnover for last three (03) years **Rs. 100 million** or above will fetch full hundred percent point. Other applicant will be assessed as per following. Attach documentary proof of audited financial statements from chartered accountant of last three years i.e; **2019-20; 2020-21; 2021-22:**

Average Annual Turnover for last Three (03) Years	
In PKR	Points
Above Rs. 100.1 million	Full Points / 10 Points
From Rs. 90.1 to Rs. 100 million	9 points
From Rs. 70.1 to Rs. 90 million	7 points
From Rs. 50.1 to Rs. 70.0 million to	5 points
Upto Rs. 50.0 million	2 points

Submit last 3-years bank statement duly signed/ attested from bank.

iv. **Proposed Methodology** **10 Points**

- 1. Work/ Schedule plan** **05 Points**
Submit work/ schedule plan from design till completion of projects.
- 2. Organogram proposed for site supervision** **02 Points**
Submit organogram plan / chart for site supervision team & their core responsibilities/ methodology.
- 3. Quality Control Policy** **03 Points**
Provide quality control policy/ methodology opted by consultant.
List down sequence of inspection and tests to be carried out by consultant to ensure quality checks.

Total Points for the above criteria: 100 Points

The minimum technical score (St) required to pass is: **65 Points**

The Committee will evaluate and assign the points based on completeness and quality of the proposed methodology. The decision of the Committee shall be considered final on this component

Financial Proposal Evaluation Criteria:

For Quality cum Cost Based Selection

- 5.5 The financial proposals of the technically qualified consulting firms will be opened after technical evaluation in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The total cost and major components of each proposal shall be publicly announced to the attending

representatives of the firms. The date & time for opening of financial proposals of the firms will be intimated later on.

- 5.6 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among the applicant shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

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

F

(F = amount of specific financial proposal)

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

$$S = St \times T \% + Sf \times P\%$$

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

6. NEGOTIATION:

- 6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract.
- 6.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, and periods in the field and in the home office, staff months, logistics and reporting.
- 6.4 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6.5 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If

negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

7. AWARD OF CONTRACT:

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

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

8. CONFIRMATION OF RECEIPT:

8.1 Please inform the Client by courier or any other means:

- i. That you received the letter of invitation;
- ii. Whether you will submit a proposal; and
- iii. If you plan to submit a proposal, when and how you will transmit it.

DATA SHEET

Clause#														
1.1	<p>The name of the Assignment is: “Hiring of Engineering Consulting Firm for Detailed construction supervision for development scheme Construction of Two (02) New Departments (Software Engineering and Environmental Engineering) At Quaid-E-Awam University of Engineering, Science & Technology (Quest), Nawabshah.”</p> <p>SALIENT FEATURES OF PROJECT ARE:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">S. N.</th> <th style="width: 70%;">Description of Assignment</th> <th style="width: 25%;">Covered Area / Scope</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Assist in Procurement of contractors for construction</td> <td></td> </tr> <tr> <td style="text-align: center;">2</td> <td>Supervise the construction activities and maintain the quality and progress.</td> <td></td> </tr> <tr> <td style="text-align: center;">3</td> <td>Further details are provided in the TOR in this document.</td> <td></td> </tr> </tbody> </table>		S. N.	Description of Assignment	Covered Area / Scope	1	Assist in Procurement of contractors for construction		2	Supervise the construction activities and maintain the quality and progress.		3	Further details are provided in the TOR in this document.	
S. N.	Description of Assignment	Covered Area / Scope												
1	Assist in Procurement of contractors for construction													
2	Supervise the construction activities and maintain the quality and progress.													
3	Further details are provided in the TOR in this document.													
	<p>Name of the Client : _____</p> <p>The address of the official is:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>													

1.2	<p>The brief description and the objectives of the assignment are:</p> <p>Location:</p> <p>The Project site is located at Quaid-e-Awam University Nawabshah. There is fair access to the site by road.</p> <p>Background:</p> <p>Objectives:</p> <p>The overall objective of the consultancy services is to carry out detailed, Construction Supervision of the of civil works approved in the Project.</p> <p>(a) Assist in Procurement of contractors for construction</p> <p>(b) Supervise the construction activities and maintain the quality and progress.</p> <p>(c) Further details are provided in the TOR in this document.</p>
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1.3	<p>Phasing of the Assignment, if any :</p> <p>(f) Pre-qualification of Contractors, transparent competitive bidding and Bids Evaluation.</p> <p>(g) Detailed Resident Construction Supervision for completion.</p>
1.4	<p>Pre-Proposal Conference: Not required</p>
1.5	<p>The Employer shall provide the following inputs:</p> <ul style="list-style-type: none"> • Close Coordination. • Identification of Project Scope and objectives etc. • Assistance to get approval from relevant local bodies, if any. • Detail of the design of project including detailed working drawings, BOQ etc.
1.6	<p>Selection Procedure:-</p> <p>The Consultants shall be selected under the selection method of Quality cum Cost Based Selection (QCBS). The procedure for opening of proposals will follow the principles of P.E.C./SPPRA Single Stage-two envelope procedure, which is presented as follows:-</p> <p>(i) <i>The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal and evaluation to be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion.</i></p> <p>(ii) <i>Initially, only the envelope marked “TECHNICAL PROPOSAL” be opened and the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened.</i></p> <p>(iii) <i>The procuring agency shall evaluate the technical proposal in a manner prescribed in advance in the RFP, without reference to the price and reject</i></p>

	<p><i>any Technical Proposal which manifests material deviation from the specified requirements.</i></p> <p><i>(iv) During the technical evaluation no amendments in the technical proposal shall be permitted. After the evaluation and approval of the TECHNICAL PROPOSAL, the procuring agency, shall at a time within the bid validity period, publicly open the FINANCIAL PROPOSALS of the technically qualified firms at a time, date and venue announced and communicated to the Consultants in advance for the attendance of their authorized representative duly notified in advance.</i></p> <p><i>(v) The proposals found to be highest ranked determined after the combined evaluation of TECHNICAL and FINANCIAL proposals obtaining highest total combined score as per prescribed procedure in the RFP shall be accepted.</i></p>
1.7	<p>The Documents are:</p> <ol style="list-style-type: none"> 1. Data Sheet 2. Technical Proposal Forms for consultancy services 3. Financial Proposal Form for consultancy services 4. Terms of Reference (TOR) 5. Appendices etc. 6. Draft Form of Contract
1.8	<p>The address of the Personnel for seeking clarification is:</p> <hr/> <hr/> <hr/> <hr/> <hr/>
1.9	<p>Proposed key staff shall be employees, who are employed with the respective Consultant for at least six months prior to submission of this proposal:</p> <p>The Consultant has to submit verifiable proof of employment failure to which results in non-consideration of staff.</p>

2.0	<p>The minimum required experience of proposed key staff during:</p> <p>A. <u>Construction Supervision Phase</u></p> <ol style="list-style-type: none"> 1. Resident Engineer with minimum of 10 years of experience in construction supervision of building and infrastructure works. 2. Site Engineer with minimum 5 years of relevant experience in construction supervision of Buildings & infrastructure works. 3. Quantity Surveyor should have minimum of 10 year experience. 4. Site Inspector with minimum of 10 years of experience in construction vision 															
	<p>Following supervision staff will be deputed on site by the consultant during supervision phase,</p> <table border="1" data-bbox="521 1465 1474 1766"> <thead> <tr> <th data-bbox="521 1465 594 1514">SN</th> <th data-bbox="594 1465 1122 1514">Description</th> <th data-bbox="1122 1465 1474 1514">No.</th> </tr> </thead> <tbody> <tr> <td data-bbox="521 1514 594 1562">1</td> <td data-bbox="594 1514 1122 1562">Resident Engineer</td> <td data-bbox="1122 1514 1474 1562">01</td> </tr> <tr> <td data-bbox="521 1562 594 1610">3</td> <td data-bbox="594 1562 1122 1610">Quantity Surveyor</td> <td data-bbox="1122 1562 1474 1610">01</td> </tr> <tr> <td data-bbox="521 1610 594 1659">4</td> <td data-bbox="594 1610 1122 1659">Site Supervisor</td> <td data-bbox="1122 1610 1474 1659">02</td> </tr> <tr> <td data-bbox="521 1659 594 1766">5</td> <td data-bbox="594 1659 1122 1766">More staff like electrical supervisors, Plumbing supervisors, HVAC or ICT Supervisors</td> <td data-bbox="1122 1659 1474 1766">According to the site requirements and project needs</td> </tr> </tbody> </table>	SN	Description	No.	1	Resident Engineer	01	3	Quantity Surveyor	01	4	Site Supervisor	02	5	More staff like electrical supervisors, Plumbing supervisors, HVAC or ICT Supervisors	According to the site requirements and project needs
SN	Description	No.														
1	Resident Engineer	01														
3	Quantity Surveyor	01														
4	Site Supervisor	02														
5	More staff like electrical supervisors, Plumbing supervisors, HVAC or ICT Supervisors	According to the site requirements and project needs														

2.1	Costs shall be expressed in currency (s) :- Pakistani Rupees
2.3	The number of copies of the Technical Proposal required is: Original <u>One (1)</u> Copies <u>Two(2)</u> The number of copies of the Financial Proposal (in sealed envelope) required is: Original <u>One (1)</u> Copies <u>Two (2)</u>
2.4	The date, time and address for the Technical proposal opening as per NIT
2.5	Validity of the proposal is : 90 Days
2.8	The weights given to the Technical and Financial Proposals are: Technical (T): <u>65%</u> Financial (P): <u>35%</u>
2.9	The successful bidder will furnish a performance guarantee in shape of Pay order/ demand draft 5% of the contract amount. The All Government applicable taxes will be deducted from the Consultant as per prevailing rules.
3.0	The assignment is expected to commence on: <u>To be informed later on</u> Time Period for this assignment is: 20 Months Detail Construction Supervision Phase : 20 Months
3.1	Only office space will be provided by the client & all Site Facilities including transport to Consultant Site Staff will be provided by consultant.
3.2	Consultant will return the endorsed RFP (each page must be signed) along with the proposal.

Sincerely,

Procurement Manager)

Enclosures

- Sample Forms for:-
- Technical Proposal
- Financial Proposal
- Terms of References
- Contract for Engineering Consultancy Services

APPENDIX-I
TECHNICAL PROPOSAL FORMS

Summary of Similar Projects (HEI's / Universities)

A maximum of 10 projects of worth Rs.250 million+ each, ongoing / completed in the last ten (10) years

SN	Name of the Project	Location Province/ Country	Client & Contact No.	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates)	Handled as: Single Firm/: S Lead Firm/: L Joint Venture :J Partner	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm (in case of JV)	Scope of Services Feasibility : F Survey & Invest.: S Quality Control: Q Project Monitoring: M O & M: O Design : D Procurement: P Construction Superv.:C	Additional Information (if any)

Completion certificates of completed and performance certificate of ongoing project be provided duly signed by the authorized person of the clients.

QUEST, Nawabshah has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weightage/credit shall be given for that assignment. In case of negative feedback from 2 or more clients, may to disqualify the consulting firm/JV.

DETAIL OF FIRM'S REFERENCE

Relevant experience of HEI's/ Univ. only in similar projects of worth Rs.250 million+ each carried out in the last ten (10) years which best illustrate specific qualifications

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

1. Assignment Name:		2. Country:	
3. Nature of Contract - On man-month basis - On lump sum basis			
4. Location within Specific Country:		5. Professional Staff provided by your Firm:	
6. Name of Client:		7. No. of Staff:	
8. Address of Client:		9. No. of Staff Months:	
10. Start Date (Month/Year):	11. Completion Date (Month/Year):	12. Approx. Value of Services (in Current USD/Rs.)	
13. Name of Associated Firm(s), if any:		14. No. of Months of Professional Staff provided by Associated Firm(s):	
15. Name of Senior Staff (Project Director/Coordinator, Team Leader, Architect, Structural Engineer etc.) and Supervision staff (including Resident Engineer, Site Engineer, Quantity surveyor , Sub Engineer) involved and functions performed:			
16. Narrative Description of Project :			
17. Description of Actual Services Provided by Your Staff:			

Signatures of Authorized Representative _____

Summary of General Work Assignments (other than HEI's / Universities)

**A maximum of 10 general building projects of Govt. Sector (other than HEI's/Universities) of worth Rs.250 million+each,
Ongoing/completed in the last ten (10) years**

SN	Name of the Project	Location Province/ Country	Client & Contact No.	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates)	Handled as: Single Firm/: S Lead Firm/: L Joint Venture :J Partner	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm (in case of JV)	Scope of Services Feasibility : F Survey & Invest.: S Quality Control: Q Project Monitoring: M O & M: O Design : D Procurement: P Construction Supervision :C	Additional Information (if any)

Completion certificates of completed and performance certificate of ongoing project be provided duly signed by the authorized person of the client(s).

QUEST, Nawabshah has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weightage/credit shall be given for that assignment. In case of negative feedback from 2 or more clients, may to disqualify the consulting firm/JV.

DETAIL OF FIRM'S REFERENCE

Detail of firm's experience with general building projects of worth Rs.250 million + each carried out in the last ten (10) years which best illustrate specific qualifications

Using in the format below, provide information on each reference assignment for which your firm, either individually as a corporate entity or as one of the major companies within a consortium, was largely contracted.

1. Assignment Name:		2. Country:
3. Nature of Contract - On man-month basis - On lump sum basis		
4. Location within Specific Country:		5. Professional Staff provided by your Firm:
6. Name of Client:		7. No. of Staff:
8. Address of Client:		9. No. of Staff Months:
10. Start Date (Month/Year):	11. Completion Date (Month/Year):	12. Approx. Value of Services (in Current USD/Rs.)
13. Name of Associated Firm(s), if any:		14. No. of Months of Professional Staff provided by Associated Firm(s):
15. Name of Senior Staff (Project Director/Coordinator, Team Leader, Architect, Structural Engineer etc.) involved and functions performed:		
16. Narrative Description of Project :		
17. Description of Actual Services Provided by Your Staff:		

Signatures of Authorized Representative _____

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

- (1) Detailed Design of Buildings**
- (2) Documentation (Bidding Documents)**
- (3) [Conceptual Design of buildings, ,Technical approach, and methodology and work plan are key components of the Technical Proposal. Consultants are suggested to present the Technical Proposal divided into the following chapters]**

- (a) Technical Approach & Methodology*
- (b) Conceptual Design / Work Plan, and*
- (c) Organization and Staffing*

(a) Technical Approach and Methodology

The written material on Approach and Methodology is the reflection of the consultants' knowledge, experience and expertise in relevant field. Technical approach & methodology should clearly deliberate the consultants line of action to perform the specific job as per given scope of work.

The Consultants Methodology may include other parameters and innovativeness as to how the Consultants intend to address the issues with the state of the art technology, if they are considered for the award of the work.

(b) Conceptual Design / Work Plan

In this Chapter Consultants should submit the conceptual design of buildings and basic MasterPlan suggestion for Clients' review and numbering. The proposed Work Plan should be consistent with technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of final documents, including reports, drawings and tables to be delivered as final output, should be included here.

(c) Organization and Staffing

In this Chapter Consultants should propose the structure and composition of team. Consultants should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Facilities to be provided by the client;

1.

2.

3.

4.

5.

6.

Etc.

Summary of Proposed key Professionals

SN	Description	Team Leader	Senior Structural Engr.	Senior Architect	Public Health Engineer	Resident Engineer	Electrical Engineer	Geo-technical Engineer
		Name	Name	Name	Name	Name	Name	Name
A	Academic & General Qualification							
	a. Bachelors (Specific Discipline)	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
	b. Masters (Specific Discipline)	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No
B	Professional Exp. Related to Assignment							
B-1	Specific							
	a. Experience in Lead Position	Yrs	Yrs	Yrs	N/A	N/A	N/A	N/A
	b. Experience as senior professional	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs
	c. Experience as Junior Professional	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs
B-2	General Experience	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs

FORMAT OF CURRICULUM VITAE

1. The Discipline/ Expertise :
2. Name of the Firm :
3. Name of Nominee :
4. Date of Birth :
5. Years with the Firm :
6. Nationality :
7. PEC Registration/
Membership No. :
8. Key Qualifications : (Provide an outline of the nominee’s
experience)
9. Academic Qualification :
10. Employment Record :
11. Languages and Degree of Proficiency : (In speaking, reading and writing as
Excellent-Good-Fair-Poor)
12. Certification I, the undersigned, certify that, to the best of my
knowledge and belief, these bio-data correctly
describesmyself, my qualifications and my experience.

Signature:

Dated: day/month/year

Completion and Submission of Reports

Reports	Date

Power of Attorney

[IMPORTANT NOTICE: Power of Attorney to be printed on stamp paper signed and notarized. In the case of a Pakistani Attorney, a copy of his national identity card (“NIC”) should be attached with the Power of Attorney. In the case of a non-Pakistani Attorney, a copy of his passport should be attached.

Instructions for Consulting Firm

If the Consulting Firms are a Consortium each firm of the Consortium (other than the Lead firm) shall furnish a Power of Attorney authorizing the Lead firm and on their behalf.

KNOW BY ALL MEAN THAT by this Power of Attorney, _____ [Insert name of Consortium firm] having its registered office at [-----], does hereby nominate, appoint and authorize _____ [the Lead Firm] having its registered Head Office at (_____) hereinafter referred to as the

“Attorney”, to:

- sign and submit to Quaid-e-Awam University of Engineering Science and Technology ,Nawabshah or its authorized nominee the EOI and all other documents and instruments required to submit EOI for Consultancy service for feasibility studies, Surveys & Investigation preparation of tender design, tender documents, Detail Design and construction supervision.;
- execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- do and carry out all other actions as may be required by Quaid-e-Awam University of Engineering Science and Technology ,Nawabshah connection with the Consultancy service feasibility studies, Surveys & Investigation, preparation of tender design, tender documents, detail design and construction supervision ;
- to immediately notify Quaid-e-Awam University of Engineering Science and Technology ,Nawabshah in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

_____ [Insert name of Consortium Firm] does hereby ratify and confirm whatever the Attorney shall do by virtue of these present.

WITNESSES:

[INSERT NAME OF GRANTOR]

1. _____

For:

2. _____

By:
Its:

NOTARY PUBLIC:

FINANCIAL PROPOSAL FORM

S N	Description	Units	Qty	Quoted Unit Rate (Pak Rs.)	Quoted Amount (Pak Rs.)
1	Detailed Construction Supervision of all the buildings & external developmental works/services as mentioned in the ToR's including quality assurance contract administration certification of contractors payment fulfillment of all codal formalities/ government audit requirement payment shall be made according to the deployment of staff at site as under In addition, the consultancy firm will also vet the already prepared Drawing, Design and B.O.Q for the construction of two new departments (Software Engineering & Environmental Engineering at QUEST, Nawabshah.				
	a). Resident Engineer (01 Nos)	Per Month			
	b). Quantity Surveyor (01 Nos)	Per Month			
	c). Site Supervisor (01 Nos)	Per Month			
GRAND TOTAL (Pak Rs.)					
Total Amount in words:					

Important Note:

- i. The quoted rate lump-sum cost includes all Salary, direct or indirect Cost, technical support of other resources, (Non Salary Cost, overheads & Contingencies, Govt. taxes etc) & there will be no additional payment admissible on part of the client.
- ii. Supervision charges will be paid on the basis of Man Month at the site duly supported by progress report as per schedule and agreement.
- iii. 5% of each payment shall be retained until successful completion of defect liability period of the project. The retained amount shall be released after Consultants issues defect liability certificate.
- iv. No payment will be made to the consultants regarding increase in completion cost due to the variation in quantities occurring due to miscalculation of quantities / incorrect estimation by the consultants.
- v. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any).
- vi. Above quoted rates should be inclusive of all applicable government taxes which will be recovered at source at the time of making payment.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Stamp/Seal: _____

TERMS OF REFERENCE (TOR)

PROJECT NAME

**HIRING OF ENGINEERING CONSULTING FIRM DETAILED
CONSTRUCTION SUPERVISION & MONITORING”**

FOR DEVELOPMENT PROJECT

1. Introduction:

The QUEST Nawabshah, under the HEC, Islamabad funded projects titled as “**Construction of two new departments (Software Engineering and Environmental Engineering)**” intends to hire Engineering/Architectural consulting firm for detailed Construction Supervision of the project.

2. The Project:

DETAILS OF THE PROJECT PLEASE

3. Scope of Work / Services:

The Following is expected from the selected consultant for above mentioned works & services and will be deemed to be inclusive in the quoted rates, in the financial proposal forms:

3.1 Construction Supervision Stage:

The scopes of services includes but not limited to;

Detailed site supervision to ensure that the construction work proceeds and is completed in accordance with the approved construction drawings, technical specification, conditions of contract and bill of quantities.

- 3.1.1 Monitoring progress of construction through construction schedule. Preparation, maintaining daily work report of each site, weekly and monthly progress reports as per standard practice and as and when required by the Client.
- 3.1.2 To maintain a good liaison with the Client office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work in the best public interest.
- 3.1.3 Coordination among the various disciplines and agencies concerned with the execution of the Project.
- 3.1.4 Introducing necessary measures at site to avoid any cost overrun and delay during execution and advise remedial measures where require to keep smooth execution of the project in close coordination with client.
- 3.1.5 Developing and ensuring Quality Assurance mechanism as per standard engineering practices of check requests and test results of various materials and activities in the logical sequence.
- 3.1.6 Maintaining test reports of materials regarding quality, finish and strength requirements. The quality and quantity assurance shall be the sole responsibility of the consultants in the capacity of “**The Engineer**”.
- 3.1.7 Scrutiny and approval of shop drawings and the specimens of item of material intended to be used in the Project and prompt approval of submittal.
- 3.1.8 Scrutiny of statement of the payment (IPCs) submitted by the Contractors for payment. Ensuring compliance of all codal formalities / prescribed engineering practices / Govt. rules during execution and processing / verifying payments.
- 3.1.9 Preparation of Measurement Book (MB) of each IPC/ Bill and verification thereof, as per work done according to Government Audit requirements.
- 3.1.10 Holding Monthly meetings with the Client and the Contractor to review progress and resolve the issues, if any, according to best project management techniques.
- 3.1.11 Taking over the completed works including preparation of punch list and issuance of substantial completion Certificate in consultation with client.
- 3.1.12 Observe deficiencies/defects and pursue rectification with the construction contractor as per contract conditions during Defect Liability Period.
- 3.1.13 Final inspection at the end of Defects Liability Period and issuance of Defects Liability Certificate and final payment certificate.
- 3.1.14 Vetting, approving and submitting to the Client, as built drawings to be

prepared by the Contractor(s) at the end of the Contract.

3.2 Deployment of Consultant’s Staff:

- 3.2.1 The Consultant shall provide one Resident Engineer with 15 years’ experience in building construction and two Graduate Civil Engineers with 10 years’ experience in building construction along with adequate staff for construction supervision of on-going works at site. The staff strength may be determined on the basis of quantum of construction, in progress at site, at any given time. The nominated Resident Engineer will be responsible for overall supervision, quality control and payment certifications. The nominated Resident Engineer will be assisted by full time inspector(s) (as per job requirement) and part time Professional/para-Professional staff for works of various specialties. The qualification of the inspectors or para professional staff will be DAE with 10 years’ experience in relevant field.
- 3.2.2 The Consultants will depute one Electrical engineer for supervision of Electrical / Mechanical works having 10 years relevant experience when required during execution.
- 3.2.3 The above arrangement will hold good till substantial completion of the works and handing over of the works to the Client. During Defect Liability Period of 1 year after handing over to the Client, casual supervision by inspector and Engineer will be provided as per requirement of the Project.
- 3.2.4 All Govt. Taxes will be deducted at source as per prevailing Rules.
- 3.2.5 Any other condition with the consent of both the parties.

3.3 Post Completion Stage: -

- i. Vetting of as-built drawings / inventories / Project Completion report / PC-IV, other project documents and all correspondence made with the contractor/Client/other agencies after successful completion of the project.
- ii. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.
- iii. Processing and recommendation of contractor’s security after successful completion of defect liability period.
- iv. The consultants will be accountable and shall indemnify the Client against defects, losses, damages and overpayment (if any) as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work.

3.4 Deliverables by the Consultant: -

a. Construction Supervision

iii)	Maintenance of material test reports	3-Copies
iv)	Maintenance of site construction record, Guarantees, Policies etc.	3-Copies
v)	Payment Certificates & Measurement Books	As per requirement
ii)	Project Completion Report.	3-Copies.
iv)	Post Completion Report	5-Copies
v)	Any other report / document related to project as required by client.	As required

3.5 Terms and Conditions of Payment

Detailed supervision / monitoring of the project

Payment shall be made on Man month basis during entire supervision

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

Contract No. _____

Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

Notwithstanding any rights and remedies exercised by GoS in this regard, [name of Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

CONTRACT

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

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services** (i) The Consultant shall perform the services specified in "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
(ii) The Consultant shall provide the reports listed, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

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

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

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

4. Economic Price Adjustment In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ----% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision: "Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:
Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13] th calendar month after the date of the Contract) by applying the following formula:

$$R_t = R_{t_0} \times \frac{I_t}{I_{t_0}}$$

where R_t is the adjusted remuneration, R_{t_0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_t is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{t_0} is the official rate of inflation for the month of the date of the Contract."]

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

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

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

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

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

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

9. Consultant Not The Consultant agrees that, during the term of this Contract and after its termination, the

**to be Engaged in
Certain Activities**

Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

10. Insurance

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

11. Assignment

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

**12. Law
Governing
Contract and
Language**

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

**13. Dispute
Resolution**

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

FOR THE PA

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____ Title: _____