



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

**REQUEST FOR PROPOSAL**

**For**

**Design & Drawing of the 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**

**JULY- 2021**

**Directorate of Projects (Development)  
Phone (0244) 9370396 (0244) 9370381-5 Ext: 2504**

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**Section 1**  
**Letter of Invitation**



**QUAID-E-AWAM UNIVERSITY**  
OF ENGINEERING SCIENCE & TECHNOLOGY NAWABSHAH..

Directorate of Projects  
Phone (0244) 9370396 (0244) 9370381-5 Ext: 2504

No. QUEST/NH/PD-I/- 169

Dated: 13-7-21

**REQUEST FOR PROPOSAL (RFP)**

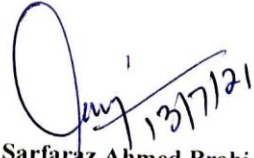
QUAID-E-AWAM UNIVERSITY OF ENGINEERING SCIENCE & TECHNOLOGY NAWABSHAH intends to engage Services of Engineering Consultant / firms based on Single Stage Two Envelope procedure for **Design & Drawing of the Construction of Two 02 New Departments (Software Engineering and Environmental Engineering) and Essential Facilities at Quaid-e-Awam University of Engineering, Science & Technology (QUEST), Nawabshah.**

1. The consultants shall be required to submit a proposal comprises of a single package containing two envelopes. Each envelop shall contain separately the "Financial Proposal" and "Technical Proposal.
2. The financial proposals shall be opened of those Consultants whose technical proposal is considered and approved.
3. The selection of consultants shall be made on **Quality and Cost Based Selection (QCBS)** Method as per Rule 72(3) Sindh Public Procurement (SPP) Rules-2010 Amended 2019.

Proposals are invited from well reputed Engineering Consultant /firms having PEC registration and registration with Pakistan Council of Architects and Town Planners (PCATP) in relevant category with relevant experience as mentioned in documents. The Tender/ RFP document can be obtained from the office of the Incharge Project Director-I at Administration Block QUEST, Nawabshah against the written request with Tender Fee of **Rs.5000** and **(3% earnest money)** at the time of bid submission) in shape of Pay Order / DD in favor of **Director Finance** QUEST Nawabshah on all working days during office hours. The tender documents can also be downloaded from [www.quest.edu.pk](http://www.quest.edu.pk) and [www.pps.pprasinhd.gov.pk](http://www.pps.pprasinhd.gov.pk). Technical & Financial Proposals in separate sealed envelopes should reach the below address on for (1<sup>st</sup> attempt) **from 26<sup>th</sup> July, 2021 to 10<sup>th</sup> August, 2021 before 11:45 AM** in case of (2<sup>nd</sup> attempt) **from 11<sup>th</sup> August, 2021 to 26<sup>th</sup> August, 2021**. Technical proposals will be opened for 1<sup>st</sup> attempt on 10<sup>th</sup> August, 2021 at **12:30 PM** and for 2<sup>nd</sup> attempt on 26<sup>th</sup> August, 2021 at **12:30 PM** in the presence of bidders or authorized representatives.

**The interested firms must meet the following eligibility criteria and attach relevant documentary proof with each criterion:**

1. Registration with SECP, FBR, SRB and other relevant tax authorities
2. Registration with PEC under relevant category (identify the related code) shall be required (Documentary Proof shall be required here).
3. Registration with Pakistan Council of Architects and Town Planners (PCATP).
4. Two (2) or more projects of similar size/financial worth or above during the last Five (5) years (Assignment Completion Certificate from the client shall be required).
5. Average Annual Turnover of 10 million and above for the last 3 years. (Audited Financial Statement for last three years shall be required).
6. Proof of income tax and sales tax and active tax payer registration.
7. Undertaking /Affidavit (in original format) that the firm has not been blacklisted or debarred by any Federal/Provincial, Govt/Semi-Govt department.

  
**Engr. Sarfaraz Ahmed Brohi**  
Incharge Project Director

## Section 2

# **Instructions to Consultants**

## Instructions to Consultants

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

### Definitions

- (a) “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Sindh.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.
- (k) “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

## **2. Introduction**

- 2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

## **3. Conflict of Interest**

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
  - (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than

consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

#### **Conflicting Relationships**

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

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

#### **4. Fraud and Corruption**

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines:

“ corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission ,including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR2010, “The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such



barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

**5. Integrity Pact**

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

**6. Eligible Consultants**

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

**7. Eligibility of Sub-Consultants**

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

**8. Only one Proposal**

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

**9. Proposal Validity**

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

less than one percent and shall not exceed five percent of bid amount).

**10. Clarification and Amendment in RFP Documents**

- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- 10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

**11. Preparation of Proposals**

- 11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.
- 11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

**12. Language**

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

**13. Technical Proposal Format and Content**

- 13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-

consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submit for each position.

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

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last \_\_\_\_\_ (PA may give number of years as per their requirement) years.
- (v) Estimates of the total staff input (professional and support

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

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

13.3 The Technical Proposal shall not include any financial information.

#### **14. Financial Proposals**

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

#### **15. Taxes**

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

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

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

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

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet)

shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by name of the assignment, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

## **17. Proposal Evaluation**

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

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

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

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

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

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum

qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

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

## **19. Evaluation of Financial Proposals**

- 19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.3 In case of **Least Cost Selection LCS Method**, the bid found to be the lowest evaluated bid shall be accepted.
- 19.4 **In case of Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

**20. Negotiations**

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

**21. Technical negotiations**

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

**22. Financial negotiations**

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

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

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

the period of time specified in the letter of invitation to negotiate.

**24. Award of Contract**

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in data sheet.
- 24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**25. Confidentiality**

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





## DATA SHEET

Paragraph Reference	Amendments of, Supplements to Clauses in the instructions to consultants
2.1	<p>Name of the Client: <b>QUAID-E-AWAM UNIVERSITY OF ENGINEERING SCIENCE &amp; TECHNOLOGY NAWABSHAH.</b></p> <p>Method of selection: <b>Quality and Cost Based Selection (QCBS).</b> Under this Method of Selection, the evaluation of the technical and financial proposals will be done by weighting and adding the quality and cost scores in the ratio of 80:20 (80% for Technical Proposal and 20% for Financial Proposal).</p>
2.2	<p>Financial Proposal to be submitted together with Technical Proposal: <b>Yes</b></p> <p>Name of the assignment is: <b>Construction of Two 02 New Departments (Software Engineering and Environmental Engineering) and Essential Facilities at Quaid-e-Awam University of Engineering, Science &amp; Technology (QUEST), Nawabshah.</b></p>
2.3	<p>For any queries: bidders may contact</p> <p>The Client's representative is:  <b>Engr. Sarfaraz Ahmed Incharge Project Director, office at Admin Block QUEST, Nawabshah</b>  <b>Phone: 0244-9370396,</b>  <b>9370381-5 Ext. 2504</b></p>
2.4	<p>The Client will provide the following inputs and facilities: <b>Nil</b></p>
6.3	<p>Proposal is invited in Pak Rupees (inclusive of all the taxes) and all remunerations and costs in respect of the services according to the provisions of the Contract shall be paid in local currency as per SC Clause 6.3.</p>
9.1	<p><b>Proposals must remain valid for <u>90</u> days after the submission of proposal.</b></p>
9.2	<p>Each bidder shall furnish, as part of his bid, a Bid Security in the amount <b>3 %</b> of proposal price in the form of pay order/ Demand Draft in favor of Sindh Revenue Board (SRB) issued by the scheduled bank in Pakistan</p>
10.1	<p>Clarifications may be requested not later than <b>7</b> days before the submission date.  The address for requesting clarifications is:</p> <p style="text-align: right;"><b>Engr. Sarfaraz Ahmed</b>  Incharge Project Director  QUAID-E-AWAM  UNIVERSITY OF  ENGINEERING SCIENCE  &amp; TECHNOLOGY  NAWABSHAH</p>
12	<p>Proposals shall be submitted in the following language: <b>English</b></p>

<b>13.1</b>	The format of the Technical Proposal to be submitted is: <b>Simplified Technical Proposal (STP)</b> ”
<b>13.2(vii)</b>	Training is a specific component of this assignment: <b>Not applicable</b>
<b>14.1</b>	<p>The following items of direct costs to be included by the Consultants in their fee:</p> <ol style="list-style-type: none"> <li>(1) cost of necessary travel, including transportation of the personnel by the most appropriate means of transport and the most direct practicable route.</li> <li>(2) cost of office accommodation,</li> <li>(3) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;</li> <li>(4) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</li> <li>(5) cost of printing and dispatching of the reports to be produced for the Services;</li> <li>(6) other allowances where applicable and provisional or fixed sums (if any);</li> <li>(7) cost of such further items required for purposes of the Services not covered in the foregoing.</li> </ol>
<b>15</b>	The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.
<b>16.2</b>	Consultants must submit ONE original and one copy of the Technical Proposal, and ONE original of the Financial Proposal in a separate sealed envelope.
<b>16.4</b>	<p>The Proposal submission address is:</p> <p style="text-align: center;"><b>Engr. Sarfaraz Ahmed</b>  Incharge Project Director  QUAID-E-AWAM  UNIVERSITY OF  ENGINEERING SCIENCE  &amp;TECHNOLOGY  NAWABSHAH</p> <p>Proposals must be submitted no later than the date and time mentioned in Invitation for Proposal.</p>

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**Criteria, Sub-criteria, and point system for the evaluation of Simplified Technical Proposal (STP) are:**

**A) Average Annual Turnover (10 Marks)**

Sr.	Description	Marks
<i>Note: submit Certificate of Incorporation or similar document as evidence</i>		
b.	Average Annual Turnover for Last 3 years starting from 2016 onwards:	
a.	Rs 50 million and above	(10 Marks)
b.	From Rs 40 million to 49 million	(8 Marks)
c.	From Rs 30 million to 39 million	(6 Marks)
d.	From Rs 20 million to 29 million	(4 Marks)
e.	From Rs. 10 million to 19 million	(2 Marks)
<i>Note: submit Audited Financial Report or Tax Returns of last 03 Years as evidence</i>		

**B) Experience: Max 30 Marks**

Sr.	Description	Total Marks
a.	Similar Renovation/Refurbishment Projects with the construction cost of Rs 50 million or above completed during the last 5 years starting from 2014 onwards:	
a.	5 or more projects	(30 Marks)
b.	4 projects	(25 Marks)
c.	3 projects	(20 Marks)
d.	2 projects	(15 Marks)
e.	1 project	(10 Marks)
b.	Similar Interior Design/ Renovation Works	

**C) Key Personnel: Max 30 Marks**

Architects (01 No.)	Interior Designer (03 No.)
Services Engineer (01 No.)	Electrical Engineer (01 No.)
Communication Engineer (01 No.)	Contracts Engineer (01 No.)
HVAC Engineer (01 No.)	Resident Engineer (01 No.)

[03] Point against each professional person, listed above, will be awarded as per following Evaluation Criteria;

- i) Qualification (1.0 Marks)
  - M. Sc /M. Arch 1.0 Marks
  - BE/B. Arch Mandatory
- ii) Relevant Experience (2.0 Marks)
  - 15 Years or above 2.0 Marks
  - or 10-15 Years 1.5 Marks
  - or 05-10 Years 1.0 Marks

**D) Approach Paper on Methodology & Work Plan: Max 30 Marks**

- i.) Methodology 20 Marks
- ii.) Work Plan 05 Marks
- iii.) Organization Chart 05 Marks

1. The minimum technical score (St) required to Qualify is: **70%**
2. 60% marks are mandatory for (A), (B) (C) & (D) separately in each section.

The formula for determining the financial scores is the following:

$Sf = 100 \times Fm / F$ , in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.

	The weights given to the Technical and Financial Proposals are: TP = <b>80%</b> and FP = <b>20%</b>
<b>20.1</b>	Expected date and address for contract negotiations: <b>As notified after Evaluation of Proposals</b>
<b>24.1</b>	Expected date for commencement of consulting services: <b>August 2021</b>
<b>24.2</b>	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee @ 5% of the Contract amount.

**Section 3**  
**Technical Proposal Standard Forms**

TECHNICAL PROPOSAL SUBMISSION FORM

(Location, Date)

To,

**Engr. Sarfaraz Ahmed**  
Incharge Project Director  
QUAID-E-AWAM UNIVERSITY OF  
ENGINEERING SCIENCE & TECHNOLOGY  
NAWABSHAH

Dear Sir:

We, the undersigned, offer to provide the consulting services for **Design & Drawing of the 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** in accordance with your Request for Proposal dated ( -----date), and our Proposal. We are hereby submitting our Proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope.

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

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

We remain.

Yours Sincerely

Authorized Signature *[In full and initials]*: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

**CONSULTANT'S ORGANIZATION**

**Two-page brief on Consultant Organization**



## CONSULTANT'S EXPERIENCE

**Relevant Services Carried Out in the Last Ten Years  
Which Best Illustrate Qualifications/Experience**

Using 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 legally contracted.

Assignment Name:		Country:	
Location within country:		Professional Staff provided by your Firm:	
Name of Client:		No of Staff	
Address:		No. of Staff: Man Months	
Start Date: (Month      Year)	Completion Date (Month      Year)	Approximate Values of Services ( in Current US\$ / Rs:)	
Name of Associated Firms (s),if any:		No. of Months of professional Staff provided by associated Firms (s):	
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions Performed.			
Narrative Description of Project & Salient Features of the Components of the Project:			
Description of Actual services (with salient features of components handled) provided by your Firm also showing <b>percentage share</b> and the position in the Joint Venture/ consortium, if applicable:			

Consultant's Name & seal :



**COMMENTS & SUGGESTION ON THE TERMS OF REFERENCE AND ON  
COUNTERPART STAFF & FACILITIES TO BE PROVIDED BY THE PA**

**On the Terms of Reference (TOR):-**

- 1: \_\_\_\_\_
- 2: \_\_\_\_\_
- 3: \_\_\_\_\_
- 4: \_\_\_\_\_
- 5: \_\_\_\_\_
- etc.

**On the date, services and facilities to be provided by the client indicated in the TOR:**

- 1: \_\_\_\_\_
- 2: \_\_\_\_\_
- 3: \_\_\_\_\_
- 4: \_\_\_\_\_
- 5: \_\_\_\_\_

**APPROACH PAPER ON METHODOLOGY AND WORK  
PLAN FOR PERFORMING THE ASSIGNMENT AS CONSULTANTS**



**FORMAT OF CURRICULUM VITAE (CV)  
FOR PROPOSED KEY STAFF**

- 1. Proposed Position: \_\_\_\_\_
- 2. Name of Firm: \_\_\_\_\_
- 3. Name of Staff: \_\_\_\_\_
- 4. Profession: \_\_\_\_\_
- 5. Date of Birth: \_\_\_\_\_
- 6. Years with Firm: \_\_\_\_\_
- 7. Nationality: \_\_\_\_\_
- 8. Membership in Profession Societies:  
(Membership of PEC is Mandatory) \_\_\_\_\_

9. Detailed Tasks Assigned on the Project: \_\_\_\_\_  
\_\_\_\_\_

10. 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 location. Use up to one page).

11. Education:  
(Summarize college / University and other specialized education of staff member giving names of institutions, dates attended and degrees obtained).

12. 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, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate).

13. Language:  
(Indicate proficiency in speaking, reading and writing of each language as excellent good, fair or poor).

14. Certification:  
I, the undersigned, certify that to the best of my knowledge and belief that these bio-data correctly describe myself, my qualifications and my experience. I understand that any willful misstatement described herein may lead to any disqualification dismissal, if engaged.

I have been employed by [name of firm] continuously for last two years as regular full-time staff.

\_\_\_\_\_  
Signature of Staff Member      \_\_\_\_\_      Date \_\_\_\_\_  
Authorized official from the firm      Day/ Month / Year



**WORK SCHEDULE**



**Section 4**  
**Format for Financial Proposal**

**FINANCIAL PROPOSAL SUBMISSION FORM**

(Place and Date)

**To:**

**Engr. Sarfaraz Ahmed**

Incharge Project Director  
QUAID-E-AWAM UNIVERSITY OF  
ENGINEERING SCIENCE & TECHNOLOGY  
NAWABSHAH

**Subject: 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.**

**Financial Proposal**

Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated ----- [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of ----- [Insert amount(s) in words and figures<sup>1</sup>].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet. Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup> :

Name and Address of Agents Amount and Currency Purpose of Commission or Gratuity

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

We remain, Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: Address: \_\_\_\_\_

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.

**BREAKDOWN OF CONSULTANTS FEE**

Sr. No	Description	Consultant's Remuneration (Rs. /Sft.)		
		Area (Sft)	Rate (Rs. /Sft.)	Total (Rs.)
1.	Master Plan , Detailed Architectural/ Engineering Designing buildings mentioned in the PC-I, according to the local by laws Preparation of Detail tender documents including tender Drawings, BOQs, engineer estimate , tender/ bidding documents, as per SPPRA rules along with BoQs on composite schedule of rate of Government of Sindh (latest) and market rate for non-schedule items along with Rate Analysis and allied internal and external services/ development as mentioned in the approved PC-I Scope requirement. All the documents are to finalize and approved by QUEST, (Consultant shall gather all relevant information from client and complete design/ bidding within specified period as per end under requirement)			
i	Building Covered Area	<b>35000 (each)</b>		
<b>2</b>	<b>Sub-Total (Rs. /Sft)</b>			
<b>3.</b>	Add Tax on Services of Sub-Total 2 as per Government policy.			
<b>4.</b>	<b>Total Remuneration (2+3)</b>			

- 1) 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. In case the completion cost of the project will be less than the tender cost the remuneration will be paid to consultant as per the completion cost.
- 2) No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any).
- 3) Above quoted rates should be inclusive of all applicable government taxes which will be recovered at source at the time of making payment.
- 4) If a design and drawing of a building is totally a ditto copy/mirror effect of any other building then the consultant will be paid 10% of the cost of detail designing and documentation fee of the project as replica charges.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Stamp/Seal: \_\_\_\_\_

**Section 5**  
**Terms of Reference**

## Section 5

### Terms of Reference

#### A-1 THE PROJECT

Consultancy Services for Design and drawing of the **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.**

Software Engineering Dept = 35000 Sft,  
Environmental Engineering Dept = 35000 Sft.  
External Development as per the  
PC-I requirements.

Total Area of the buildings = **70000 Sft**

For detail of areas and user requirement refer Annexure-A to this Section 5.

#### A- Services to be provided by the Consultants at Design Stage

**Period:** One (1) month after the signing of contract with the successful consulting firm

- Survey of architectural, civil, plumbing, electrical & communication works, HVAC (Heating, Ventilation, Air-conditioning) etc

##### **Deliverables:**

- i. Analyze site conditions and generates feedback report on the feasibility and the professional recommendations for the project.
- ii. Relevant site study Report / Documents.

- Preparation of Preliminary Architectural Plans & Layouts.

##### **Deliverables:**

- i. Floor plans with preliminary services layout.
- ii. Interior schematic furniture layout for occupancy calculation.
- iii. First cut load calculation for all services as required (Structural, PHE, Electrical, ICT, FFS & HVAC)
- iv. Fire egress strategy plan.
- v. Dismantling/ barricading layout.
- vi. Preliminary external site development layout.
- vii. Budgetary estimate.
- viii. Tentative schedule for drawing package.

- Design development of Architectural/Engineering Plans.

##### **Deliverables:**

- i. Detail floor layouts including all the services.
- ii. All side elevation & section.
- iii. Lift lobby and lift shaft details. (if applicable)
- iv. Flooring details.
- v. Wall sections.

- vi. Partition & Joinery detail.
  - vii. Handrail & Guardrail details.
  - viii. Reflected ceiling plan.
  - ix. Fire and direction Signage's.
  - x. Toilet and pantry details.
  - xi. Schedule of finishes.
  - xii. Falls Ceiling plan.
  - xiii. Co-ordinated site layout.
  - xiv. Color & material with Sample boards.
  - xv. Computer 3D visual renderings showing all sides to illustrate the materials & color concept.
  - xvi. Final load calculation and SLD for all services (Structural, PHE, Electrical, FFS & HVAC).
  - xvii. Boundary wall details. (if required/applicable)
  - xviii. Submit the statutory approval drawings in the required format.
  - xix. Draft BOQ & cost estimate.
- Furniture/Fixture Lay Out and Furniture Design.
  - Detailed Engineering design (Architectural, Electrical, Plumbing, Mechanical).
    - I. Prepare Detail drawings and necessary documents for structure and other services like Power, Plumbing, HVAC, ICT, Fire services, etc.
    - II. Services re-routing layout, if applicable.
    - III. Structural design for the floors to include additional load on the existing structure.
    - IV. Design of electrical installation, and emergency power keeping in view energy efficiency.
    - V. Sizing, SLD and layouts of cabling, piping and drainage.
    - VI. Scheme for external and internal lighting.
    - VII. Scheme for Firefighting, Detection and alarm systems.
    - VIII. Scheme for general ventilation and cooling as required.
    - IX. Detailed layouts for security network if required.
    - X. Prepare detailed technical specification, quantities for all materials and estimates based on market rates.
    - XI. Provide GFC drawings, documentary/presentation support to obtain necessary approval from the authorities.
    - XII. All the above said drawings & documents have to be approved by SRB.
- Complete Interior Designing
  - Preparation of Bidding Documents including preparation of Bill of Quantities, Specification, Drawings and Engineer's Cost Estimate for Contractor and Furniture Supplier
  - Preparation of Bid Evaluation Report & recommendations for Award of Work for Contractor and Furniture Supplier.





**Section 6**  
**Standard Contract Agreement**  
**For**  
**Consultancy Services**

**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

between

---

(NAME OF THE CLIENT)

and

---

(NAME OF THE CONSULTANTS)

for

**Design and Drawing of the 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.**

---

Month and Year

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## FORM OF CONTRACT

*[Notes: 1. Use this Form of Contract when the Consultants perform Services as Sole Consultants.*

2. *In case the Consultants perform Services as a Member of the joint venture, use the Form included at the end.*

3. *All notes should be deleted in the final text.]*

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_ day of \_\_\_ month) of (year), between, on the one hand \_\_\_\_\_ (Hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, \_\_\_\_\_ (Hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

### WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client 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 following Appendices:

*[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below/next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A : Description of the Services

Appendix B : Reporting Requirements

Appendix C : Key Personnel and Sub consultants

Appendix D : Breakdown of Contract Price in Foreign Currency

Appendix E : Breakdown of Contract Price in Local Currency

Appendix F : Services & Facilities to be Provided by the Client

Appendix G: Integrity Pact (for Services above Rs. 10 million)

Appendix H : Form of Bank Guarantee (N/A)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this 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, month and year first above written.

For and on behalf of

\_\_\_\_\_

Witness

(CLIENT)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_

Witness

(CONSULTANTS)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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

- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

**1.2 Law Governing Contract**

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

**1.3 Language**

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

**1.4 Notices**

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

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

**1.5 Location**

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

**1.6 Authority of Member in Charge**

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



**1.7 Authorized Representatives**

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

**1.8 Taxes and Duties**

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

**1.9 Fraud and Corruption**

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

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

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

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure** The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 2.6 Termination

### 2.6.1 By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC

2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

### 2.6.2 By the Consultant

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

- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants' fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment  
upon  
Termination

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

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **3. OBLIGATIONS OF THE CONSULTANT**

#### **3.1 General**

##### 3.1.1 Standard of Performance

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

#### **3.2 Conflict of Interests**

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

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

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

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

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

3.2.3 Prohibition  
of Conflicting  
Activities

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

- 3.3 Confidentiality** Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring PA's Prior Approval** The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the PA**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
  - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be

specified in the SC.

**3.8 Accounting, Inspection and Auditing**

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

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

**4. CONSULTANT'S PERSONNEL (Other than design is N/A)**

**4.1 Description of Personnel**

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.

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

**4.2 Removal and/or Replacement of Personnel**

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

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

experience acceptable to the PA.

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

## **5. OBLIGATIONS OF THE PA**

- The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.1 Assistance and Exemptions**
  - 5.2 Change in the Applicable Law Related to Taxes and Duties**

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

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

## **6. PAYMENTS TO THE CONSULTANT**

- The consultant has to submit bid security and the performance security at the rate mention in SC.
- 6.1 Security**
  - 6.2 Lump-Sum Payment**

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
  - 6.3 Contract Price**

The price payable in Pak Rupees/foreign currency/ is set forth in the SC.
  - 6.4 Payment for Additional Services**

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

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and

shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

## **6.6 Additional Services**

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

## **7. GOOD FAITH**

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

## **8. SETTLEMENT OF DISPUTES**

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

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

**8.3 Performance Security** The procuring agency shall require performance security in the form of Deposit or Call or Pay order or Demand Draft or a Bank Guarantee issued by the scheduled bank in Pakistan at the rate specified in the SC.



## **b. SPECIAL CONDITIONS OF CONTRACT**

CL. No. of GC      Amendments of, and supplements to, clauses in the General Conditions of Contract (GC)

### **1.1 Definitions**

(p)      "**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**"

### **1.7 Authorized Representatives.**

Specified Officials are:

#### **For the Client:**

**Engr. Sarfaraz Ahmed**

Procurement Specialist,

Office at Admin Block, QUEST, Nawabshah.

#### **For the Consultants:**

Name of Project Manager/ Team Leader

(Project)

(Address)

### **1.8 Taxes**

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

### **2.1 Effectiveness of Contract**

The date on which this Contract shall come into effect called "Effective Date" is the date of receipt by the Consultants of "Letter to Commence" for the services from the Client.

### **2.2 Commencement of Services**

The Consultants shall commence the Services within seven (07) days after the date of effectiveness of Contract.

### **2.3 Expiration of Contract.**

The period of expiration/completion of services under this Contract shall be Three (3) Years from the receipt of "Letter to Commencement" by the Consultants from the Client.

"Completion of Services" means completion of all services and obligations as defined in Appendix-A and submissions as per Appendix-B of the Agreement.

### **3.4 Other Insurances to be taken out by the Consultants (for design only N/A)**

### **3.5 Consultants Action Requiring Client's Prior Approval**

Only for design prior approval shall be taken by the consultant from client.

### **3.7 Documents prepared by the Consultants to be the Property of the Client.**

The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client or the other Party, as the case may be.

### **6.3 Contract Price**

The Consultant's remuneration is in per square feet and the Contract Price therefore based on Covered Area as defined in A-1 of Appendix-A. Any change in the area will result change in the total Contract Price. The PA may increase the scope of services rendered by the Consultants as per rule 16 (1) (e) of SPP Rules 2010 The Consultant's remuneration is in local currency of Pakistan as per Form FIN – 2 Form I-A.

**6.4** Bid Security submitted by the Consultant shall be retained by the PA for the whole agreement period as Performance Security and will be released after Taking Over / completion certificate issued to the Construction Contractor by the PA.

### **6.5 Terms and Conditions of Payment**

6.5.1 Design Fee: 6.3(a) above

- (a) FIFTEEN (15) percent of Design Fee, as per Sub-Clause 6.3(a) above, shall be paid upon submission of the Survey Report & Preliminary Architectural/Engineering plans and layout.
- (b) FIFTEEN (15) percent of Design Fee, as per Sub-Clause 6.3(a) above, shall be paid on design development of Architectural Engineering plans.
- (c) FORTY (40) percent of Design Fee, as per Sub-Clause 6.3(a) above, shall be paid upon submission of the Detailed Design Drawings & Bidding Documents for construction contractor and furniture supplier.
- (d) THIRTY(30) percent of Design Fee, as per Sub-Clause 6.3(a) above, shall be paid shall be paid upon submission of the Bid Evaluation report draft final report for construction contractor and furniture supplier.
- (e) PAYMENT SHALL BE MADE AS PER THE AVILBILITY OF FUNDS FROM THE APPROVING AGENCY/GOVERNMENT.

6.5.2 Construction Supervision Fee: (N/A)

Deleted

**6.5 Delayed Payments**

Deleted.

**8.2 Dispute Settlement**

Add the sentence “The venue of Arbitration shall be at Karachi Pakistan” at the end of 1<sup>st</sup> para in line 5.

**8.3 Performance Security**

The consultant shall submit performance security at the rate of 5 percent of the proposal price in the manner described in the GCC.

## Appendix A

### Description of the Services

#### A-1 THE PROJECT

**Design & Drawing of the 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.**

Software Engineering Dept = 35000 Sft,  
Environmental Engineering Dept = 35000 Sft.  
External Development as per the  
PC-I requirements.

Total Area of the buildings = **70000 Sft**

For detail of areas and user requirement refer Annexure-A to this Section 5.

#### **B-Services to be provided by the Consultants at Design Stage**

**Period:** One (1) month after signing of contract with successful consultant

- Survey of architectural, civil, plumbing, electrical & communication works, HVAC (Heating, Ventilation, Air-conditioning) etc

##### **Deliverables:**

- iii. Analyze site conditions and generates feedback report on the feasibility and the professional recommendations for the project.
- iv. Relevant site study Report / Documents.
- Preparation of Preliminary Architectural Plans & Layouts.  
**Deliverables:**
  - ix. Floor plans with preliminary services layout.
  - x. Interior schematic furniture layout for occupancy calculation.
  - xi. First cut load calculation for all services as required (Structural, PHE, Electrical, ICT, FFS & HVAC)
  - xii. Fire egress strategy plan.
  - xiii. Dismantling/ barricading layout.
  - xiv. Preliminary external site development layout.
  - xv. Budgetary estimate.
  - xvi. Tentative schedule for drawing package.
- Design development of Architectural/Engineering Plans.  
**Deliverables:**
  - xx. Detail floor layouts including all the services.
  - xxi. All side elevation & section.
  - xxii. Lift lobby and lift shaft details.
  - xxiii. Flooring details.

- xxiv. Wall sections.
- xxv. Partition & Joinery detail.
- xxvi. Handrail & Guardrail details.
- xxvii. Reflected ceiling plan.
- xxviii. Fire and direction Signage's.
- xxix. Toilet and pantry details.
- xxx. Schedule of finishes.
- xxxi. Falls Ceiling plan.
- xxxii. Co-ordinated site layout.
- xxxiii. Color & material with Sample boards.
- xxxiv. Computer 3D visual renderings showing all sides to illustrate the materials & color concept.
- xxxv. Final load calculation and SLD for all services (Structural, PHE, Electrical, FFS & HVAC).
- xxxvi. Boundary wall details.
- xxxvii. Submit the statutory approval drawings in the required format.
- xxxviii. Draft BOQ & cost estimate.

- Furniture/Fixture Lay Out and Furniture Design.
- Detailed Engineering design (Architectural, Electrical, Plumbing, Mechanical).
- XIII. Prepare Detail drawings and necessary documents for structure and other services like Power, Plumbing, HVAC, ICT, Fire services, etc.
- XIV. Services re-routing layout, if applicable.
- XV. Structural design for the floors to include additional load on the existing structure.
- XVI. Design of electrical installation, and emergency power keeping in view energy efficiency.
- XVII. Sizing, SLD and layouts of cabling, piping and drainage.
- XVIII. Scheme for external and internal lighting.
- XIX. Scheme for Firefighting, Detection and alarm systems.
- XX. Scheme for general ventilation and cooling as required.
- XXI. Detailed layouts for security network if required.
- XXII. Prepare detailed technical specification, quantities for all materials and estimates based on market rates.
- XXIII. Provide GFC drawings, documentary/presentation support to obtain necessary approval from the authorities.
- XXIV. All the above said drawings & documents have to be approved by SRB.
- Complete Interior Designing
- Preparation of Bidding Documents including preparation of Bill of Quantities, Specification, Drawings and Engineer's Cost Estimate for Contractor and Furniture Supplier
- Preparation of Bid Evaluation Report & recommendations for Award of Work for Contractor and Furniture Supplier.

**C- Services to be provided by the Consultants at Supervision Stage (Deleted).**

## **Appendix B**

### **Reporting Requirements**

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports (Details/outline of each report is at Appendix A):

- Report on Preliminary Architectural/Engineering Plans & Layout
- Report on design development of Architectural/Engineering plans.
- Report on detailed Engineering design work including design of structure & MEP
- Prequalification Report
- Bidding Documents
- Tender Drawings
- Bid Evaluation Report



## **Appendix C**

### **Key Personnel and Sub consultants**

## **Appendix D**

### **Breakdown of Contract Price in Foreign Currency**

(Not applicable)

## **Appendix E**

### **Breakdown of Contract Price in Local Currency**

[List here the elements of cost used to arrive at the breakdown of the Contract Price-local currency portion:

## **Appendix F**

### **Services and Facilities to be Provided by the Client**

Not Used

**Appendix G**

**(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 time 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]