

STANDARD BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)

RFP No. _____

Procurement of Consulting Firm

For the Project titled

**Strengthening of Infrastructure and Academic
Programs of Government College Women University
Sialkot**



PLANNING & DEVELOPMENT DIRECTORATE
GOVERNMENT COLLEGE WOMEN UNIVERSITY, SIALKOT

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REQUEST FOR PROPOSAL

Country: Pakistan

Region: Sialkot

Required Firm Category: PEC/PCATP Consultancy Firms having design and supervision experience on HEI/University Projects

Project Name: Strengthening of Infrastructure and Academic Programs at GC Women University Sialkot

Project Duration: 36 Months (From Design phase to till Construction completion)

Title of Consultancy:

HIRING OF ENGINEERING CONSULTING FIRM FOR PLANNING, DETAILED ENGINEERING /ARCHITECTURAL DESIGN, PREPARATION OF BIDDING DOCUMENTS/ ENGINEER's ESTIMATE, TOR's FOR SELECTION OF CONTRACTOR, TENDER PROCESS, SELECTION OF CONTRACTOR, DETAILED CONSTRUCTION SUPERVISION & MONITORING OF "STRENGTHENING OF INFRASTRUCTURE AND ACADEMIC PROGRAMS AT GC WOMEN UNIVERSITY SIALKOT".

DEFINITIONS:

- I. "Client" means GC Women University Sialkot with which the selected Consultant signs the Contract for the Services.
- II. "Consultant" means any entity including a Joint Venture that will provide the Services to the Client under the Contract.
- III. "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.
- IV. "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- V. "Day" means calendar day.
- VI. "Government" means the Government of Pakistan.
- VII. "Instructions to Consultants" means the document which provides pre-qualified Consultants with all information needed to prepare their Proposals.
- VIII. "Consortium" means the Consulting Firm comprised of a group of firms/companies which had been pre-qualified by HEC as JV/Consortium. 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.
- IX. "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- X. "Proposal" means a technical proposal or a financial proposal, or both.
- XI. "QCBS" means Quality- and Cost-Based Selection.
- XII. "RFP" means this Request for Proposal.
- XIII. "Services" means the work to be performed pursuant to the Contract.
- XIV. "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.
- XV. HEI's means Higher Education Institutions.

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 (GC Women University Sialkot) has been entrusted the duty to implement the Project as Executing Agency by the Government and funds for the project have been approved and provided in the budget 2020-21 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 of the Assignment and about the local conditions, you are encouraged to pay a visit to the Client 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 while preparing your proposal.
- 1.5 Please note that:
 - i) The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and
 - ii) 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:
 - i) 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

ii) 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:

- I. 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.
- II. Incomplete defective proposals and proposals not conforming to the RFP documents shall be liable to rejection.
- III. 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.

1.8 **Pre-Bid Meeting**

- i. The Employer/ may, on his own motion or at the request of any prospective Bidder/Supplier(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents/RFP. All prospective Bidder/Suppliers or their authorized representatives shall be invited to attend such a pre-bid meeting.
- ii. Pre-bid meeting will be held on **September-----, 2020.**
- iii. Any modification of the Bidding Documents hereof which may become necessary as a result of the pre-bid meeting shall be made by the Employer/ exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.
- iv. Absence from the pre-bid meeting will not be a cause for disqualification of a Consultant.

2. DOCUMENTS

- 2.1 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet which is mandatory.
- 2.2 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, telex, electronic mail or

telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex, electronic mail or telefax to such requests and copies of the response shall be sent to all invited Consultants.

- 2.3 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, telex, electronic mail or telefax to all invited Consulting firms and will be 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, in depth. 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:
- i) HEC pre-qualified JV/Consortium of firms can also apply as a same JV/Consortium with a same Lead firm for this RFP.
 - ii) Subcontracting part of the Assignment to other consultants is not allowed.
 - iii) The key professional staff proposed shall be permanent employees of the firm for at least 01 year unless otherwise indicated in the Data Sheet.
 - iv) Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment.
 - v) 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/relevant forum, registration certificate,

duly signed by the key personnel and countersigned/stamped by the firm's competent authority, otherwise it will not be acceptable.

- vi) Client has the right to enquire from the relevant clients mentioned in consultant's proposal regarding the consultant performance. In case of negative response from two or more than two clients, consultant will be declared disqualified & his financial proposal will be returned unopened along with communicating the said information to H.E.C for their information.

3.4 Your technical proposal shall provide the following and any additional information, using the formats attached in Appendix 1:

I-Form-1-a Summary of 5 (five) similar assignments of HEI's/ Universities only completed in last ten years.

I-Form-1-b Summary of 3 (three) similar assignments of HEI's/Universities only, ongoing in last ten years.

I-Form-1-c Summary of 2 (two) similar completed/ongoing assignments (External developmental works of HEI's/public sector in last ten years.

I-Form-2-a Detail Experience of Consultant (05 Similar Projects of HEI's/Universities only) Completed must be supported with completion 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-b Detail Experience of Consultant (03 Similar Projects of HEI's/universities only) ongoing, must be supported with 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-c Detail Experience of Consultant (02 Similar Projects of HEI's and public sector) completed/ongoing of external developmental works , must be supported with completion certificates of completed projects and performance certificate of ongoing projects from the client, which must mention the amount of

project & the services provided by firm, else the experience will not be considered for evaluation.

I-From-3-a Summary of 3 (three) general public sector building assignments (other than HEI's) completed in last ten years, duly supported by completion certificates, else the experience will not be considered for evaluation.

I-From-3-b Summary of 2 (two) general public sector building assignments ongoing (other than HEI's), duly supported by work order & performance certificates of clients, else the experience will not be considered for evaluation.

I-Form-4-a Detail Experience of Consultant (3 general building projects of public sector only, other than HEI's) Completed, must be supported with completion certificate, which must mention the amount of project & the services provided by firm, else the experience will not be considered for evaluation.

I-Form-4-b Detail Experience of Consultant (2 general public sector building projects only, other than HEI's) ongoing, must be supported with work order /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-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 (MSc) 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 (JV with Lead firm will be same as pre-qualified by HEC)

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. 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. National Tax Number of consultant(s).

d. Audited Statements of Accounts and Annual Turnover for the last three years.

e. A certificate / affidavit that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.

f. Punjab Revenue Authority registration certificate.

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 By-laws and cost of insurances.
- 3.8 Costs may be expressed in Pak Rs. Inclusive of all taxes applicable during the currency of the project.
- 3.9 All the prevailing applicable Govt. taxes will be deducted from the consultancy Fees.

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 A two-envelope procedure shall be adopted in ranking of the proposals. Firms shall be ranked using combined technical & financial scores.

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 three 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. Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are as follows:

A. Experience & Standing	40
B. Quality of Proposed Team	38
C. Financial Capability	10
D. Proposed Methodology	12

Total Points for the above criteria: 100

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

The details of these points are given as below:

A. Experience and Standing 40 Marks

1. Similar Experience in Projects (Completed) 15 Marks

Academic/ Educational buildings completed during last 10 years (Development works in HEIs/Universities only) with 3 marks allocated per project (maximum of 15 marks). The project cost must be more than Rs. 800 million to get the points. The projects which are not academic/ educational buildings and/ or less than Rs.800 million will not be considered for points in this category.

2. Similar Experience in Projects (In Hand) 09 Marks

Academic/ Educational buildings in hand/ ongoing (Development works in HEIs/Universities only) with 3 marks allocated per project (maximum of 09 marks). The project cost must be more than Rs. 800 million to get the points.

The projects which are not academic/ educational buildings and/ or less than Rs.800 million will not be considered for points in this category.

3. General Experience in Projects (Completed) 06 Marks

General experience completed (Development works other than HEIs/Universities) with 2 marks allocated per project (maximum of 06 marks). The project cost must be more than Rs. 800 million to get the points.

4. General Experience in Projects (In Hand) 04 Marks

General experience in hand (Development works other than HEIs/Universities) with 2 marks allocated per project (maximum of 04 marks). The project cost must be more than Rs. 800 million to get the points.

5. Experience in External Development (Completed/ In Hand) 06 Marks

Experience in external development completed/ in hand (Development works in HEIs/Universities/ others) with 3 marks allocated per project (maximum of 06 marks). The project cost must be more than Rs. 200 million to get the points.

B. Quality of Proposed Team 38 Marks

a) Design Consultancy

1. Senior Architect 05 Marks

- i. Senior Architect - Qualified M. Arch, member of PCATP in good standing
- ii. Having 15 years or above of total experience of working on similar building projects of which 5 years must be as a team leader.
- 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 team leader.

2. Senior Structural Engineer: 05 Marks

- i. Senior Structure Engr. – Qualified master's degree in Structure Engineering
- ii. Having minimum 15 years of experience on design of multistory buildings, culverts, retaining and protective structures especially in High Seismic Areas (as per building code of Pakistan).

3. Architect 02 Marks

- i. Junior Architect - Qualified B. Arch, member of PCATP in good standing.
- ii. Having 10 years or above of total experience of working on similar building projects.
- iii. Having 05 years or above of experience of working with existing firm on similar building projects.

4. Senior Quantity Surveyor 02 Marks

- i. Quantity Surveyor - Qualified DAE (Civil), in good standing.
- ii. Having 15 years or above of total experience of working on similar building projects.
- iii. Having 05 years or above of experience of working with existing firm on similar building projects.

5. Electrical & Public Health Engineer (02 Nos.) 04 Marks

- i. MEP Engineer - Qualified B.Sc. (Electrical & Mechanical) member of PEC in good standing, in good standing.
- i. Having 10 years or above of total experience of working on similar building projects.
- ii. Having 05 years or above of experience of working with existing firm on similar building projects.

b) Supervision Consultancy

2. Resident Engineer 04 Marks

- i. Resident Engineer - Qualified M.Sc. Engr.(civil/arch) member of PEC in good standing
- ii. Having 15 years or above of total experience of 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.

3. Assistant Resident Engineer (1 Nos) 03 Marks

- i. Site Engineer - Qualified M.Sc./B.Sc (civil/arch) Engineer member of PEC in good standing

- ii. Having 10 years or above of total experience of working on similar building projects of which 5 years must be as a Site.
 - iii. Having 05 years or of experience of working with existing firm on similar building projects of which 3 years must be as a Site.
- 4. Site Inspector (02 Nos) 04 Marks**
- i. Site Inspector- Qualified DAE (civil/elec/mech) member in good standing.
 - ii. Having 05 years or above of total experience of working on similar building projects of which 3 years must be as a Site Inspector.
- 5. Quantity Surveyor 02 Marks**
- i. Quantity Surveyor - Qualified DAE (Civil), in good standing.
 - ii. Having 10 years or above of total experience of working on similar building projects.
 - iii. Having 05 years or above of experience of working with existing firm on similar building projects.
- 6. Electrical and Public Health Engineer (2 Nos.) 04 Marks**
- i. MEP 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 MEP 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 MEP Engineer.
- 7. Networking Engineer 03 Marks**
- i. Resident Engineer - Qualified M.Sc. Computer Sciences/Networking Engineer/ System Engineer, CCNA, CCLP in good standing
 - ii. Having 15 years or above of total experience of working on similar building projects of which 5 years must be as a Networking 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 Networking Engineer.

C. Financial Capability 10 Marks

i. Audit Reports 07 Marks

For financial capability, submit the last 3-years valid audit report with financial turnover more than 75 million.

ii. Bank Statement 03 Marks

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

D. Proposed Methodology 12 Marks

i. Work/ Schedule plan 04 Marks

Submit work/ schedule plan from design till completion of projects

ii. Organogram proposed for site supervision 04 Marks

Submit organogram plan/ chart for site supervision team & their core responsibilities/ methodology.

iii. Quality Control Policy 04 Marks

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

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

(The Committee will evaluate and assign the points based on completeness and quality of the proposed methodology. **The Committee may call the firm for a presentation.**)

The decision of the Committee shall be considered final on this component

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

Financial Proposal

For Quality cum Cost Based Selection

5.3 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.

- 5.4 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:

$$Sf = \frac{100 \times Fm}{F}$$

(F = amount of specific financial proposal)

- 5.5 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: The weight given to the Technical (T) and Financial (P) proposed are:
- T= 80% weight P= 20% weight

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

- 5.6 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 a 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 telex/facsimile 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.

Instruction to Consultant (ITC)

DATA SHEET

ITC Clause#																															
1.1	<p>The name of the Assignment is:</p> <p>Hiring of E/A Consultancy Services for the project titled” Strengthening of Infrastructure and Academic Programs at GC Women University Sialkot”</p> <p>SALIENT FEATURES OF PROJECT ARE:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 10%; text-align: center;">Sr. #.</th> <th style="width: 40%; text-align: center;">Description</th> <th style="width: 20%; text-align: center;">Summary of assignment</th> <th style="width: 30%; text-align: center;">Remarks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>1st Floor of Faculty of Natural Sciences Block and Mumty</td> <td style="text-align: center;">115265 Sft</td> <td rowspan="6" style="text-align: center; vertical-align: middle;">All Drawings</td> </tr> <tr> <td style="text-align: center;">2</td> <td>1st Floor and Mumty of Student Hostel</td> <td style="text-align: center;">37544 Sft</td> </tr> <tr> <td style="text-align: center;">3</td> <td>Construction of Library G+1</td> <td style="text-align: center;">46000 Sft</td> </tr> <tr> <td style="text-align: center;">4</td> <td>09 Residential Flats</td> <td style="text-align: center;">11700 sft</td> </tr> <tr> <td style="text-align: center;">5</td> <td>Construction of Day Care Center</td> <td style="text-align: center;">2516 Sft</td> </tr> <tr> <td style="text-align: center;">6</td> <td>External Development</td> <td> Construction of Internal Roads and foot path etc. Overhead Electricity/Street lights Sewerage System. </td> </tr> <tr> <td style="text-align: center;">7</td> <td>Landscaping</td> <td></td> <td></td> </tr> </tbody> </table> <p style="margin-top: 20px;">Name of the Client :</p> <p>GC Women University Sialkot</p> <p>The address of the official is:</p>				Sr. #.	Description	Summary of assignment	Remarks	1	1 st Floor of Faculty of Natural Sciences Block and Mumty	115265 Sft	All Drawings	2	1 st Floor and Mumty of Student Hostel	37544 Sft	3	Construction of Library G+1	46000 Sft	4	09 Residential Flats	11700 sft	5	Construction of Day Care Center	2516 Sft	6	External Development	Construction of Internal Roads and foot path etc. Overhead Electricity/Street lights Sewerage System.	7	Landscaping		
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7	Landscaping																														

	<p>Mirza Farooq Ahmed</p> <p>Focal Person</p> <p>Strengthening of Infrastructure and Academic Programs of GC Women University Sialkot</p> <p>Directorate of P&D, GC Women University Sialkot, Katchery Road Sialkot</p> <p>Ph #:052-9250664</p> <p>Email: farooq.ahmed@gcwus.edu.pk</p> <p>URL – www.gcwus.edu.pk</p>
1.2	<p>The brief description and the objectives of the assignment are:</p> <p>Location</p> <p>The Project site is located in Eminabad Road Sialkot with a total area of 1600 kanals. The terrain is almost plain. There is fair access to the site by road.</p> <p>Background:</p> <ul style="list-style-type: none"> • The GCWUS ACT 2012 (VII of 2013) was promulgated by Provincial Assembly of Punjab in January 2013 and the University has been established by upgrading the Government Postgraduate College for Women, Sialkot. The college was already offering 4 year BS programs in 14 disciplines in affiliation with University of Gujrat and after getting the status of university the number of degree programs has been enormously increased including 18 BS programs, 10 MA/MSc, 10 MS programs and PhD in 9 disciplines. • The building of the College was only catering the need of intermediate level and BA/BSc level classes. However, University requirement of state of the art classrooms, purpose built labs, library is not met. Govt. of the Punjab provided a piece of 200 acre land to the University for its New Campus. The plan is to shift the faculties/departments in phases to the new campus and keep the old campus for intermediate classes and faculty of Social Sciences. Government of the Punjab approved a PC-I titled ‘Construction of building of GC Women University Sialkot on Acquired Piece of Land at Sialkot’ worth 2072.580 million (Revised). The scope of the PC-I includes construction of boundary wall, VC residence, ground floor student hostel, Faculty hostel, one floor of admin Block, one floor of academic block to accommodate four departments of faculty of natural Sciences along with provision of furniture/fixture, lab equipment for the said departments and construction of Social Science block in the existing premises.

	<ul style="list-style-type: none"> • To overcome the shortage of Physical infrastructure, the university hereby proposes the construction of 1st floor of Natural Sciences block to accommodate four more departments of Faculty of Natural Sciences, two floors of Main Library, 1st floor of students' hostel, Residences of employees grade 1-10,11-16 and 17-18, Day Care Center, Access Road structure, Sewerage System, overhead Electricity and footpaths. • The proposed project is of great importance because it is directly related to the disseminating higher education to women specifically those from remote and backward area of Pakistan. <p>Objectives:</p> <p>The overall objective of the consultancy services is to carry out Planning, Detail Designing, Documentation and detailed Construction Supervision of the of civil works approved in the project Specific objectives are:</p> <ul style="list-style-type: none"> (a) Preparation of Detailed designs (Architectural and Structural), BOQs and detailed tender documents of the selected option. (b) Propose different alternatives and select the best one in consultation with the Client. (c) Assist in Procurement of contractors for construction (d) Supervise the construction activities and maintain the quality and progress. (e) Details are provided in the TOR.
1.3	<p>Phasing of the Assignment, if any:</p> <ul style="list-style-type: none"> (f) Planning of area including conceptual design (g) Conceptual Design of Building and Approval from Vice Chancellor and Higher Education Commission, Islamabad. (h) Detailed Design of Building, allied Infrastructure Works as approved in PC-I and Tender Documentation as per PEC and PPRA Punjab bye laws. (i) Detailed Resident Construction Supervision.
1.4	<p>Pre-Proposal Conference if required in case of any clarification with focal person, Strengthening Infrastructure and Academic Programs of GC Women University Sialkot.</p>
1.5	<p>The Employer shall provide the following inputs:</p>

	<ul style="list-style-type: none"> • Close Coordination • Identification of Project boundary etc and other allied details.
1.7	<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. 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 any Technical Proposal which manifests material deviation from the specified requirements.</i></p> <p>(iv) <i>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>(v) <i>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>
2.1	<p>The Documents are:</p> <ol style="list-style-type: none"> 1. Data Sheet 2. Technical Proposal Forms for consultancy services

	<div>3. Financial Proposal Form for consultancy services</div> <div>4. Terms of Reference (TOR)</div> <div>5. Appendices etc.</div> <div>6. Draft Form of Contract</div>																								
2.2	<div>The address of the Personnel for seeking clarification is:</div> <div>Focal Person “Strengthening of Infrastructure and Academic Programs of GC Women University Sialkot”</div> <div>Ph #: 052-9250664</div> <div>Email – farooq.ahmed@gcwus.edu.pk</div> <div>URL – http://www.gcwus.edu.pk</div>																								
3.4 (iii)	<div>Proposed key staff shall be employees, who are employed with the respective Consultant at least 01 year prior to submission of this proposal:</div> <div>Yes, and the Consultant has to submit Computerized Payments Receipts issued by FBR for the last 01 year a proof of employment failure to which results in non-consideration of staff.</div>																								
3.8	<div>Costs may be expressed in currency (s) :-</div> <div>Pakistani Rupees</div>																								
3.9	<div>Following supervision staff will be deputed on site by the consultant during supervision phase,</div> <table><tr><th>S.NO</th><th>Description</th><th>No’s</th></tr><tr><td>1</td><td>Resident Engineer</td><td>01</td></tr><tr><td>2</td><td>Assistant Resident Engineer</td><td>01</td></tr><tr><td>3</td><td>Public Health Engineer</td><td>01</td></tr><tr><td>4</td><td>Quantity Surveyor</td><td>01</td></tr><tr><td>5</td><td>Site Inspector-Electrical</td><td>01</td></tr><tr><td>6</td><td>Site Inspector-Civil</td><td>02</td></tr><tr><td>7</td><td>Networking Engineer</td><td>01</td></tr></table>	S.NO	Description	No’s	1	Resident Engineer	01	2	Assistant Resident Engineer	01	3	Public Health Engineer	01	4	Quantity Surveyor	01	5	Site Inspector-Electrical	01	6	Site Inspector-Civil	02	7	Networking Engineer	01
S.NO	Description	No’s																							
1	Resident Engineer	01																							
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3	Public Health Engineer	01																							
4	Quantity Surveyor	01																							
5	Site Inspector-Electrical	01																							
6	Site Inspector-Civil	02																							
7	Networking Engineer	01																							
4.1	<div>The number of copies of the Technical Proposal required is:</div> <div>Original <u>One (1)</u> Copies Four <u>(4)</u></div> <div>The number of copies of the Financial Proposal (in sealed envelope) required is:</div> <div>Original <u>One (1)</u></div>																								
4.5	<div>Proposals to be submitted at:</div> <div>Directorate of P&D GC Women University Sialkot</div>																								

	Ph #: 052-9250664 Email: farooq.ahmed@gcwus.edu.pk The date and time of the proposal submission as mentioned in NIT Date <u> 2020 </u> Time: 1400 Hrs.
4.6	Validity of the proposal is: 90 Days
5.1	The points given to each category of evaluation criteria are: - <div style="display: flex; justify-content: space-between;"> <div>A. Experience & Standing</div> <div>40</div> </div> <div style="display: flex; justify-content: space-between;"> <div>B. Quality of Proposed Team</div> <div>38</div> </div> <div style="display: flex; justify-content: space-between;"> <div>C. Financial Capability</div> <div>10</div> </div> <div style="display: flex; justify-content: space-between;"> <div>D. Proposed Methodology</div> <div>12</div> </div> <p>-----</p> <div style="display: flex; justify-content: space-between;"> <div>Total Points for the above criteria:</div> <div>100</div> </div> <div style="display: flex; justify-content: space-between;"> <div>The minimum technical score (St) required to pass is:</div> <div>65</div> </div>
5.2	The date, time and address for the Technical proposal opening is: Date: <u> 2020 </u> Submission Time: <u> 1400 Hrs.</u> Bids opening Time: <u> 1430 Hrs</u> Place of Technical Proposal Opening: Syndicate Room Admin Block, GC Women University Sialkot
5.5	The weights given to the Technical and Financial Proposals are: Technical: 80 Financial: 20
6.3	The assignment is expected to commence on: <u>To be informed later on</u> Time Period for this assignment is: 3 Years Design Phase: 03 Months Detail Construction Supervision Phase: 33 Months
7.1	All Site Facilities including Site Office and transport to Consultant Site Staff will be provided by consultant.
7.2	Consultant will return the endorsed RFP (each page must be signed) along with the proposal.

Sincerely,

(Focal Person)

Enclosures

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

APPENDIX-I
TECHNICAL PROPOSAL FORMS

Summary of similar assignments (developmental works of HEI's/ Universities)**A maximum of 05 similar completed assignments (developmental works of HEI's/Universities only)**

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates including approved and the actual)	Completed as: (Single Firm or JV)	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm (Single or in JV)	Scope of Services (i.e. Detail Design, bidding documents construction supervision etc.)	Additional Information (if any)

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

Sign & Stamp of Authorized Representative

Summary of similar assignments (developmental works of HEI's/ Universities)**A maximum of 03 similar ongoing assignments (developmental works of HEI's/Universities only)**

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention starts and stipulated end dates)	Commencement Date as: (Single Firm or JV)	Till date Cost of services Provided by the Firm as single or JV)	Summary of the Scope of Services (i.e. Detail Design, bidding documents construction supervision etc.)	Additional Information (if any)

HEC/University has the right to contact directly to the clients for feedback on the ongoing work and in case of negative feedback no weightage/credit will be given for that assignment. In case of negative feedback from 2 or more clients, HEC/University has the right to disqualify the consulting firm/JV.

Sign & Stamp of Authorized Representative

Summary of similar assignments (External developmental works of HEI's/public sector only)**A maximum of 02 similar completed/ongoing assignments (External developmental works of HEI's/Public sector)**

SN	Name of the Project	Location Province/Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates of completed projects and /anticipate d end dates of ongoing projects) along with the approved start and end dates of the projects)	Commencement Date as: (Single Firm or JV)	Total Cost of Services provided (m. Rs.)	Cost of services Provided by the Firm single or JV	Scope of Services (i.e. Detail Design, bidding documents construction supervision etc.)	Additional Information (if any)

HEC/University has the right to contact directly to the clients for feedback on the aforesaid work and in case of negative feedback no weightage/credit will be given for that assignment. In case of negative feedback from 2 or more clients, HEC/University has the right to disqualify the consulting firm/JV.

Sign & Stamp of Authorized Representative

DETAIL OF FIRM'S REFERENCE**Form-2-a**

Relevant experience of HEI's/universities only in similar completed projects of H.E.C LIST, carried out in the last five (05) 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. Project approved and actual 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, Electrical Engineer, Plumbing Engineer, Resident Engineer, Site Engineer, Quantity surveyor, Contract specialist etc.) involved and functions performed:		
16. Narrative Description of Project:		
17. Description of Actual Services Provided by Your Staff:		

Signatures of Authorized Representative _____

DETAIL OF FIRM'S REFERENCE**Form-2-b**

Relevant experience of HEI's /universities only in similar ongoing projects carried out in the last three (03) 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. Project approved Completion Date (Month/Year):	12. Value of Services provided (Project approved cost and till date cost of provided services)(Approx 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, Electrical Engineer, Plumbing Engineer, Resident Engineer, Site Engineer, Quantity surveyor, Contract specialist etc.) involved and functions performed:		
16. Narrative Description of Project :		
17. Description of Actual Services Provided by Your Staff:		

Signatures & Stamp of Authorized Representative _____

DETAIL OF FIRM'S REFERENCE**Form-2-c**

Relevant experience of HEI's or other public sector organizations in similar projects i.e (external development) carried out or in hand in the last two (02) 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. Project approved Completion Date (Month/Year):	12. Value of Services provided (Project approved cost, Completion cost in case of completed projects and till date value of the actual services provided in case of ongoing projects) (Approx Current USD/Rs.) detail
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, Electrical Engineer, Plumbing Engineer, Resident Engineer, Site Engineer, Quantity surveyor, Contract specialist etc.) involved and functions performed:		
16. Narrative Description of Project :		
17. Description of Actual Services Provided by Your Staff:		

Signatures & Stamp of Authorized Representative _____

Form-3-a**Summary of General work assignments completed (other than developmental works of HEI's)**

A maximum of **03 (three) general Government building assignments** (other than HEI's), which are completed by the Consulting Firm/Joint Venture partners in the last ten years

SN	Name of the Project	Location Province/Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates including approved and the actual)	Completed as: (Single Firm or JV)	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm or (in case of JV)	Scope of Services (i.e. Detail Design, bidding documents construction supervision etc.)	Additional Information (if any)

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

Summary of General work assignments ongoing (other than developmental works of HEI's)

A maximum of **02 general Government building assignments** (other than HEI's), which are ongoing by the Consulting Firm/Joint

SN	Name of the Project	Location Province/Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention approved start and end dates)	Being implemented as: (Single Firm or JV)	Total Cost of Services (m. Rs.)	Till date Cost of services Provided by the Firm or (in case of JV)	Scope of Services (i.e. Detail Design, bidding documents construction supervision etc.)	Additional Information (if any)

Venture partners in the last ten years

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

DETAIL OF FIRM'S REFERENCE**Form-4-a**

Detail of firms' experience with general building projects (completed) in Government Sectors 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. Project approved and actual 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 _____

DETAIL OF FIRM'S REFERENCE**Form-4-b**

Detail of firms' experience with general building projects (ongoing) in Government Sectors 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. Approved Completion Date (Month/Year):	12. Value of Services provided (Project approved cost and till date value of the actual services provided (Approx Current USD/Rs.) detail
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) For Detailed Design of Buildings

(2) For Documentation (Bidding Documents)

(3) [Technical approach, 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) 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) Work Plan

In this Chapter Consultants should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. 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 which will be deployed in the project. 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.

Form 6-A

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 Form-7

S. #	Description	Senior Structural Engr,	Senior Architect	Sr- Civil Engineer (RE)	Networking Engineer	Public Health Engineer	Civil Engineer (Site Engineer)	Electrical Engineer	Architect
		Name	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	Yes/No
	b. Masters (Specific Discipline)	Yes/No	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	Yrs	N/A	N/A	N/A	N/A
	b. Experience as senior professional	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs
	c. Experience as Junior Professional	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs
B-2	General Experience	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs	Yrs

The consultants should provide CV of all above staff and other requisite project staff on the standard format which is annexed as Form-08 duly signed by the proposed key personal/staff and duly countersigned by the Firm's Representative otherwise no weightage will be given.

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/PCATP 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 describes myself, my qualifications and my experience.

Signature:**Dated: day/month/year**

Contact no: _____

Sign

& Stamp of the consultants Representative

Note :Signature and stamp of key personal and firm's representative are mandatory.

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/ Activiti es	Monthly Programme from date of assignment (in the form of a Bar Chart)																																			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36

Completion and Submission of Reports

Reports	Date

Form-11**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 HEC, or its authorized nominee the EOI and all other documents and instruments required to submit EOI for Consultancy service for 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 HEC in connection with the Consultancy service preparation of tender design, tender documents, detail design and construction supervision;
- to immediately notify HEC 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:

APPENDIX-II

FINANCIAL PROPOSAL FORM**Form-12-a****FINANCIAL PROPOSAL SUBMISSION LETTER****To:****Subject:**

Dear Sir,

We, the undersigned, offer to provide the *Consultancy Services for (Strengthening of Infrastructure and Academic Programs of GC Women University Sialkot* in accordance with your request for Proposal vide Advertisement dated_____ and our Technical Proposal. Our attached Financial Proposal is for the sum of Rs. (in figure) [Pak Rupees (in words)].

Our financial proposal shall be binding upon us and subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal i.e. indicated in the Data Sheet.

If negotiations are held during the period of validity of the Proposal, we confirm availability of our team of proposed personnel. Our proposal is binding upon us.

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

Yours sincerely,

For _____

Signature _____

Designation

Official Stamp

BREAKDOWN OF RATES FOR CONSULTANCY CONTRACT**Sub-Head (A): Detail designing and documentation of the project as per T.O.R, R.F.P &draft agreement.**

The consultants are required to quote the rates for detailed designing and documentation of the project as percentage of construction cost of the project.

This point is pertinent to note here that if a design and drawing of a building is totally a ditto copy of any other building then the consultant will be paid half of the cost of detail designing and documentation fee of the project as replica charges.

Sub-Head (B): Detailed supervision / monitoring of the project as per T.O.R

The consultants are required to quote the rates for detailed supervision and monitoring of the project activities as percentage of construction cost of the project

Note: The bids will be rejected as non-responsive if the consultants DO NOT quote their rates in accordance with the format provided in the RFP under Financial Proposal Forms.

Project Title: Strengthen of Infrastructure and Academic Programs of GC Women University Sialkot

SUMMARY OF COST OF CONSULTANCY

Item	Unit	Quantity/Constructional cost	Quoted Rate in PKR	Amount in PKR
Sub-Head (A): Detailed Architectural & Engineering Designing, Preparation of Detailed Tender / Construction Drawings, BOQs, Engineer's Estimates, Tender/Bid Documents, Bids Evaluation & Contract award for all buildings and External developmental works & services as per ToR's	%age of construction cost	Rs. 952.964 Million		(construction cost × quoted rate) ÷ 100
Sub-Head (B): Detailed Construction Supervision of all the buildings & external developmental works/services as mentioned in the ToR's for the period of 33 Months/Till completion of Project.	%age of construction cost	Rs. 952.964 Million		(construction cost × quoted rate) ÷ 100
Grand Total				

Please Note:

- Initially, the construction cost for the purpose of financial bid, should be taken as Rs. 952.964 million. Moreover, payments to the consultants till award of civil works will be made according to the said amount.
- Later on, consequent upon selection of contractor for implementation of the project, construction cost will be taken as the work order cost of the project. In case of any over payment made to the consultant due to saving in project work order cost, the consultant will be bound to deposit the recovery to the client.

3. At completion of the project, the construction cost will be considered as the completion cost of the project and all consultancy payments will be adjusted thereof. Any variation/increase in the completion cost due to change in scope of work / drawings as per client's instructions will be entertained for payment to the consultant as per his approved rates.
4. Supervision charges will be paid on the basis of actual work done amount.
5. 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.
6. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any)
7. 10% of each payment shall be retained till successful completion of defect liability project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.
8. If a design and drawing of a building is totally a ditto copy of any other building then the consultant will be paid half of the cost of detail designing and documentation fee of the project as replica charges.

9.: - Above quoted % age rates & other 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: _____

APPENDIX-III
TERMS OF REFERENCE (TOR)

FOR

**HIRING OF ENGINEERING CONSULTING FIRM FOR
DETAIL ENGINEERING /ARCHITECTURAL DESIGN,
PREPARATION OF BIDDING DOCUMENTS/ ENGINEER
ESTIMATE, DETAILED CONSTRUCTION SUPERVISION &
MONITORING”**

Of

**STERNGTHENING OF INFRASTRUCTURE AND ACADEMIC
PROGRAMS OF GC WOMEN UNIVERSIRTY SIALKOT**

August 2020

1. Introduction:

GC Women University Sialkot under the PSDP funded projects titled as “**Strengthening Infrastructure and Academic Programs of GC Women University Sialkot**” having the civil works component of approx.- Pak 952.964 million , intends to hire Engineering / Architectural consulting firm for Detailed Planning& Design, Engineer's Estimates, Bid Documents Preparation/ Bids Evaluation for hiring of Contractor & detailed Construction Supervision of the project buildings along with detail designing and external developmental works/services of university.

2. Scope of Work/ Services:

Selected consultant will provide the aforesaid mentioned Services for the construction/execution of following buildings & external developmental works/services as included in the PC-I of university titled as “**Strengthening of Infrastructure and Academic Programs of GC Women University Sialkot**”

S. No	Description	Summary	Remarks
1	1 st Floor of Faculty of Natural Sciences Block and Mumty	115265 Sft	All drawings
2	1 st Floor and Mumty of Student Hostel	37544 Sft	All Drawings
3	Construction of Library G+1	46000 Sft	All Drawings
4	09 Residential Flats	11700 sft	All Drawings
5	Construction of Day Care Center	2516 Sft	All Drawings
6	External Development Works/Services		
6-a	Construction of Internal Roads at GC Women University Sialkot approximately 3.14KM and footh path		All Drawings
6-b	Overhead Electricity/Street lights		
6-c	Sewerage System		
7	Landscaping		

Following services will be provided by the selected consultant for above mentioned works & services and will be deemed to be inclusive in the quoted rates, in the financial proposal forms.

- 2.1 Detailed Architectural/Engineering, structural design of aforesaid buildings with allied internal & external services (Electrical, Water Supply, Sewerage System, Sui Gas, HVAC, Telephone/Data Network, Fire Alarm System, PA System etc.)
- 2.2 Detailed Architectural/Engineering design of external developmental works & services as mentioned above.
- 2.3 Preparation of Tender/Construction Drawings, Bill of Quantities (BoQs)/Engineer Estimates and Tender/Bid Documents.
- 2.4 Client assistance in the prequalification of the contractors.
- 2.5 Client assistance in Bids/Tenders evaluation and award of contracts.
- 2.6 Detailed Construction Supervision and monitoring including payment verification and recommendation, preparing and submittal of all other codal documentation as per F.I.D.IC ,P.E.C and other mandatory bye –laws.

i) Design Phase:-

a. Survey & Investigation:

- i. Geotechnical investigation of sites including field including laboratory tests.
- ii. Consultant will conduct survey of sewerage system and submit report to the client along with recommendations.
- ii. Observance of By-laws of all relevant authorities, building and fire, etc.

b. Preliminary Design:

- i. Collection of project requirements and scope of work from the Client/User Department.
- ii. Evaluating the Client's requirement analytically and technically while designing and planning various components of the Project.
- iii. Preparation of site plan, describing and illustrating preliminary architectural design / outline proposal i/c 3D views of proposed buildings.

- iv. Evaluating feedback of the Client for further improvements in the design.
- v. Making presentations at various stages of Designing as per requirement of H.E.C and the Client and their final approval.
- vi. Revised Master Plan of the University (if needed).

c. Detailed Architectural/Engineering Design:

- i. After finalization of detail architectural designs, preparation of structural design of the buildings and allied structures as per established building codes, incorporating electrical, mechanical and other internal and external services i.e. telephone/IT, water supply, sewerage, sui gas, drainage, fire alarm system, PA system etc.
- ii. Detail Design of all allied external services like External electrification with stand by generators system, Water Supply including tube well & storage tanks design, Sewerage disposal/treatment System, Roads/Footpath/ Street lights, drainage system etc.
- iii. Preparation & submission of draft and final detailed working / construction drawings of each and every component of building & external services in soft and hard form.
- iv. Preparation modified drawings at any stage of execution without additional charges if required by the Client.
- v. Preparation of detailed cost estimate for grant of Technical Sanction estimate.
- vi. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.
- ix. Preparation of complete tender/bid documents comprising of BOQ, tender drawings, specifications.
- x. Attending Bid proceedings comprising of recording of minutes of meeting, preparation and signing of Bid evaluation report for hiring of contractor.
- xi. Preparation, and submission of contract agreement on approved format.
- xii. Preparation and submission of work plan bases on MS Project or primavera.

- xiii. Approval of drawing and its presentation to HEC Steering committee.

Note: If a design and drawing of a building is totally a ditto copy of any other building then the consultant will be paid half of the cost of detail designing and documentation fee of the project as replica charges

ii) Construction Supervision Phase:-

- i. The consultant shall perform the duties of “Engineer’s Representative / Client Representative” as per agreement with the contractor including supervision of construction (with best professional & consulting standards for satisfactory construction) and evaluate the Contractor’s equipment, plant, machinery and to ensure the compliance with the conditions of the contract. The consultant shall maintain detailed record of the contractor’s deployed resources (establishment, equipment and materials), which shall be reported in the monthly progress reports.
- ii. The Consultant Resident Staff i/c Resident Engineer shall assist in interpretation of Architectural, Structural and other Construction Drawings required and apply checks on quality of works materials and workmanship for compliance with specifications and agreement documents with due diligence, efficiency and its importance with the best Engineering practice and consulting standards for construction of all components as mentioned in objective and scope of work.
- iii. To review all tender documents, designs, cost-estimates, conditions of Contract etc. and advice Client about their suitability without any additional cost. Prepare a detailed construction program consistent with the implementation schedule for the Project.
- iv. The detailed construction supervision shall include planning, guidance, programing, inspection, monitoring of construction activities and contractor’s performance. Quantity and quality assurance, implementation of work plans and drawings as per design and specifications.
- v. The consultant shall ensure that the construction schedule provided in the contract agreement is strictly followed by the contractor.
- vi. The consultant will be responsible for testing (on contractor’s cost) of:
 - a. Material Steel
 - b. Concrete Cubes
 - c. water

- d. Pipes (Including sewerage and G.I pipes)
- e. Compactions & Asphalt Concrete (for roads) and any other test as and when needed.
- f. The consultants shall be responsible for reports to submit client.
- vii. Preparation and verification of variation orders and maintaining record of correspondence with the contractor and other stakeholders in capacity of the Engineer.
- viii. 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.
- ix. The quality and quantity assurance shall be the sole responsibility of the consultants in the capacity of the Engineer.
- x. 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.
- xi. The Client will have the right to reduce / suspend the proposed staff keeping in view the pace of work / funding position.
- xii. The Client will have the right to fire/ withdraw of any supervisory staff services without any reasons and justifications.
- xiii. The Consultants shall produce necessary technical reports, lab reports as per clause (vi), (5 hard copies with one soft copy) dealing with the problems encountered during the administration of the contract agreement on prescribed form & on weekly basis.
- xiv. The Consultants shall develop standard forms for reporting including receipt of materials, testing of materials, details of work done along with measurements etc.
- xv. The Consultants will not later than 10th of each month prepare a detailed progress report (5 hard copies with one soft copy) summarizing the work completed in the preceding month, resources deployed by the Contract(s) with a comparison viz-a-viz initial baseline construction schedule, cash flow forecast for the next month based on the most recent updated Critical Path Method (CPM) schedule. The monthly progress report shall essentially contain the following information.
 - a. Original and executed (to date) B.O.Q quantities as per specified work breakdown structure (WBS).

- b. Activities Histogram in the form of Linear Progress Chart, monitored physically to date.
 - c. Activity-wise works started, completed and ongoing.
 - d. Status of IPC's paid / pending for payment besides highlighting problems encountered in the execution of work with recommendations to resolve these issues.
 - e. Maintaining estimate and comparative statement of project costs. All record at the end of the project shall become the property of Client.
- xvi. Preparation & submission of monthly progress reports as per Client requirements.
- xvii. Verification of detailed measurements of work done included in the IPC along with its certification and recommendation to the Client for payments.
- xvi. All Site Facilities including Site Office and transport to Consultant Site Staff will be provided by consultant.

Mode of Payment:

a) Detailed planning / designing and documentation of the project

For planning, designing and documentation of the project, payment will be made as per approved percentage rates according to the below mentioned schedule:

- | | | |
|---|---|--|
| 1 | Upon submission of preliminary drawings / designs of the project | 05% of the amount due to the consultant under the head |
| 2 | Upon submission of final drawings/ designs of the project and after approval from Client committee and HEC committee. | 20% of the amount due to the consultant under the head |
| 3 | Upon submission of draft tender documents | 15% of the amount due to the consultant under the head |
| 4 | Upon submission of final tender documents along with five sets of the same | 10% of the amount due to the consultants under the head + direct cost of client requisite copies of tender documents as per approved rates |
| 5 | Upon submission of bid evaluation report | 10% of the amount due to the consultant under the head |

- | | | |
|---|--|---|
| 6 | Upon award of contract to the contractor / contractors | 15% of the amount due to the consultant under the head. |
| 7 | Upon successful completion of the project | 25% of the amount due to the consultant under the head |

b) Supervision Phase:

- i. Interim detailed supervision charges will be paid, by taking into account the actual verified on Man Month basis as decided by Competent Authority, GCWUS in the contract agreement.
- ii. All payments will be made subject to availability of funds from Higher Education Commission, Islamabad. However, payment/services can be suspended during the stop of construction work if any delay occurs in construction work due to unavoidable reasons. The Consultant shall submit invoices directly to the Project Coordinator for payment purpose.
- ii. 10% of each running payment shall be withheld as security deposit.
- iii. Income Tax / any Tax shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments.
- iv. The final payment to the consultant shall be made only when the consulting services have been completed satisfactorily by the firm and duly certified by the competent authority.

ii. Post Completion Stage:-

- i. The Consultant shall carry out detailed final inspection of the work and shall recommend to the Client/PMU for issuance of completion certificate stating that the work has been completed as per design, drawings, standard specifications and contract agreement.
- ii. Prepare list/inventory and hand over to the Project Coordinator, all correspondence with Contractor(s) diaries, testing of materials, IPCs, FPCs/final accounts, claims/disputes, court cases and assets, etc. on completion.
- iii. The Consultant shall be responsible for successful handing over of the project by Contractor to the Client in accordance with the Contract Documents.

- iv. Submission of As-built drawings / inventories / Project Completion report / PC-IV, other codal mandatory project documents and all correspondence made with the contractor/Client/other agencies after successful completion of the project.
- v. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.
- vi. Processing and recommendation of contractor's security after successful completion of defect liability period.
- vii. 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.

Deliverables by the Consultant:-

a. Detailed Design

i.	Inception Report	05-Copies.
ii.	Draft Detailed Design Report	15-Copies.
iii.	Draft Architectural & Structural Designing and Drawings for submission to HEC for approval.	15-Copies.
iv.	Architectural & Structural Designing and Drawings after Approval	15- Copies.
v.	Detailed Working drawings	05-Copies
vi.	Inspection Report of works of each visit during construction of the building.	05- Copies
vii	Monthly Progress Report	5-Copies.
viii.	Tender/Bid Documents, Drawings and Specifications	5-Copies.
ix.	Detail Cost Estimate	5-Copies.
x.	Soft Copies of all approved drawings	03- Sets

b. Construction Supervision

i)	Monthly Progress Report & PC-III	5-Copies.
ii)	Construction Drawings	5-Copies
ii)	Project Completion Report/PC-IV	5-Copies.

iii)	As build drawings	5-Copies.
iv)	Post completion Report	5-Copies.

DRAFT CONTRACT

Consulting Services

Lump-Sum

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Preface

1. The standard Contract form consists of four parts: the Form of Contract to be signed by the Client and the Consultant, the General Conditions of Contract (GCC); the Special Conditions of Contract (SCC); and the Appendices.
2. The General Conditions of Contract shall not be modified. The Special Conditions of Contract that contain clauses specific to each Contract intend to supplement, but not over-write or otherwise contradict, the General Conditions.

Lump-Sum

Contract No. _____

[Name of the Client]

[Name of the Consultant]

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II. General Conditions of Contract Lump-Sum

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter referred to as the “Contract”) is made on the ____ day of the month of _____, 2016.

BETWEEN

Governor of the Punjab acting through the Director (A&F), Punjab Procurement Regulatory Authority (PPRA). Government of the Punjab (hereinafter referred to as the “**Client**” which expression shall include the successors, legal representatives and permitted assigns) of the First Part.

AND

The Consultant (name) acting through (*name/designation - having the power of attorney to sign on behalf of the Consultant*) liable to the Client for all the Consultant’s obligations under this Contract, (hereinafter referred to as the “**Consultant**” which expression shall include the successors, legal representatives and permitted assigns) of the Second Part.

“Client” and “Consultant” shall hereinafter collectively be referred to as the “Parties” and individually as the “Party”.

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto 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 (including Attachment 1 “Corrupt and Fraudulent Practices);
 - (b) The Special Conditions of Contract;

II. General Conditions of Contract Lump-Sum

(c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

- (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultant 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 as of the day and year first above written.

Authorized Representative of the Client – (name/designation)
for and on behalf of the Consultant (name)

Authorized Representative of the Consultant – (name/designation)
for and on behalf of the Consultant (name)

WITNESSES:

1. _____

2. _____

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

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

- (a) “Applicable Rules” means Punjab Procurement Rules 2014 (amended Jan, 2016).
- (b) “Applicable Law” means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.
- (c) “Client” means the Procuring Agency that signs the Contract for the Services with the Selected Consultant.
- (d) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (e) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (f) “Day” means a working day unless indicated otherwise.
- (g) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (h) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (i) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (j) “GCC” means these General Conditions of Contract.
- (k) “Government” means the government of the Punjab.
- (l) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

- (m) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (n) “Local Currency” means Pak rupee (PKR).
- (o) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (p) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (q) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (r) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (s) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (t) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

**2. Relationship
between the
Parties**

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

**3. Law Governing
Contract**

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

4. Language

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

5. Headings

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

**6. Communication
s**

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. 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 **SCC**.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.

7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto 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 Client may approve.

8. Authority of Member in Charge

8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

9. Authorized Representatives

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

10. Corrupt and Fraudulent Practices

10.1. (a) For the purpose of this provision, the terms set forth below are defined as follows:

a. Fraud and Corruption

- (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) "collusive practices" is an arrangement between two or more parties (*Consultant and Supervisory Consultant; also including Public Officials*) designed to achieve an improper purpose, including to influence improperly the actions of another party; and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
 - (v) “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client’s inspection and audit rights.
- (b) The Client will reject a proposal for award if it determines that the Consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - (c) The Client will declare misprocurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question;
 - (d) The Client will sanction a Consultant at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such Consultant ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be a **nominated¹ sub-consultant**, supplier, or service provider of an otherwise eligible Consultant being awarded a Government-financed contract.
 - (e) In further pursuance, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Procuring Agency to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Procuring Agency.

¹ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the firm in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the firm’s proposal for the particular services.

- b. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 11. Effectiveness of Contract** 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met.
- 13. Commencement of Services** 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC.
- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. 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.
- 17. Force Majeure**
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse

weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

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

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. 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.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44 & 45.

18.Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19.Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least fifteen (15) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least thirty (30) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

- (d) 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) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) 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) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clause GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures

for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment
 upon
 Termination**

19.1.6. Upon termination of this Contract, the Client shall make the payment to the Consultant for Services satisfactorily performed prior to the effective date of termination.

C. OBLIGATIONS OF THE CONSULTANT

20.General

**a. Standard of
 Performance**

20.1 The Consultant shall perform the Services and carry out the Services 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 a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

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

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
 Applicable to
 Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when as a matter of law or official regulations, the Client's country prohibits commercial relations with that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21.Conflict of
 Interests**

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

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Applicable Rules, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

**b. Consultant
and Affiliates
Not to Engage
in Certain
Activities**

21.1.3 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 non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.

**c. Prohibition of
Conflicting
Activities**

21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**d. Strict Duty to
Disclose
Conflicting
Activities**

21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

22. Confidentiality

22.1 Except with the prior written consent of the Client, the Consultant and the Experts 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 Experts make public the recommendations formulated in the course of, or as a result of, the Services.

**23. Liability of the
Consultant**

23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.

**24. Insurance to be
Taken out by the
Consultant**

24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Client and/or persons appointed by the Client to inspect the Site and/or all 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 Client if requested by the Client. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Client's inspection and audit rights provided for under this Clause GCC 25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under prevailing debarment / blacklisting procedures of Punjab Procurement Rules 2014 (amended Jan, 2016).

**26. Reporting
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary
Rights of the
Client in Reports
and Records**

27.1 Unless otherwise indicated in the SCC, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the

expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment,
Vehicles and
Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

**29. Description of
Key Experts**

29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**30. Replacement of
Key Experts**

30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.

30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.

**31. Removal of
Experts or Sub-
consultants**

31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert and Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.

31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.

31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32.Assistance and Exemptions

32.1 Unless otherwise specified in the **SCC**, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

34. Change in the Applicable Law Related to Taxes and Duties

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country 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 hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

35. Services, Facilities and Property of the Client

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

36. Counterpart Personnel

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

36.2 Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

37. Payment Obligation

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services pursuant

to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 *The Lump-Sum Installment Payments.* The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.2 *The Final Payment* .The final payment under this Clause shall be made only after the final report have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

41.2.3 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

- 42. Interest on Delayed Payments** 42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2 , interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

- 43. Good Faith** 43.1 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.

H. SETTLEMENT OF DISPUTES

- 44. Amicable Settlement** 44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.
- 44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.
- 45. Dispute Resolution** 45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the laws of Islamic Republic of Pakistan.
4.1	The language is: English
6.1 and 6.2	<p>The addresses are:</p> <p>Client: <u>GC Women University, Sialkot</u></p> <p>Attention: <u>Deputy Director P&D</u></p> <p>E-mail: <u>farooq.ahmed@gcwus.edu.pk</u></p> <p>Consultant: _____</p> <p>Attention: _____</p> <p>E-mail: _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____</p> <p>_____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>Email:</p> <p>For the Consultant: <i>[name, title]</i> _____</p> <p>Email:</p>

11.1	Effective date: Date of signing of the Agreement
13.1	Commencement of Services: <u>The number of days shall be seven (07) days.</u> Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert.
14.1	Expiration of Contract: The time period shall be 36 months after signing of the Contract Agreement, unless extended mutually, by signing an amendment to the Contract Agreement.
21 b.	The Client reserves the right to determine whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3
23.1	<p>“Limitation of the Consultant’s Liability towards the Client:</p> <p>(a) Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p style="padding-left: 40px;">(i) for any indirect or consequential loss or damage; and</p> <p style="padding-left: 40px;">(ii) for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>(b) This limitation of liability shall not</p> <p style="padding-left: 40px;">(i) affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p style="padding-left: 40px;">(ii) be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the Client’s country”.</p>

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.

Insert the text based on the Section 6 (Terms of Reference) of the ITC in the RFP and modified based on the Form-1 through Form-5 of the Consultant's Proposal. Highlight the changes to Section 6 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

.....

APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form-3 and Form-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form-3 and Form-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract.”]