Executive Engineer	**UNIVERSITY OF AGRICULTURE, FAISALABAD** Office of the Executive Engineer Engineering Construction Department(Projects)

Request for Proposal of Engineering Consulting Firms

The University of Agriculture, Faisalabad intends to appoint services of Engineering Consulting Firm(s) in relevant category for Detailed Design and Resident Supervision for the works as set forth herein under:-

Sr. No.	Title of work	Tentative Cost of Work	Duration
1	Provision of Lodging Facility to 1000 Female Students at University of Agriculture Faisalabad	Rs: 894.603 Million	24 Months
2	Establishment of Capacity Building Center at University of Agriculture Faisalabad	Rs: 229.072 Million	15 Months
3	Establishment of Facilitation Center for Day Scholar Girls at University of Agriculture Faisalabad	Rs: 163.829 Million	15 Months
4	Construction of Lodging Facility at UAF site near Qaim Sain Darbar	Rs: 766.405 Million	18 Months
5	Shifting of Motor Pool near G.P Gate at University of Agriculture Faisalabad	Rs: 276.262 Million	12 Months
6	Construction of Teaching Block at Old Campus, University of Agriculture Faisalabad	Rs: 198.490 Million	18 Months
7	Construction of Teaching Block at New Campus, University of Agriculture Faisalabad	Rs: 198.490 Million	18 Months
8	Construction / Repair / Renovation of Lab Under the Project: "Quality Seed Production and Supply to the Farming Community for Ensuring Food Security in Pakistan" at University of Agriculture Faisalabad	Rs: 75 Million	12 Months

1. The consultancy services must include but not limited to the following:
   i. Preparation of Conceptual Plans.
   ii. Preparation of Master Plan.
   iii. Geotechnical Investigation and Topographical Survey.
   iv. Preparation of Architectural and Structural Drawings/Designs.
   v. Preparation of Electrical and Public Health (Water Supply, Sewerage, Sui Gas) Designs/Drawings
   vi. Preparation of Engineer's Cost Estimates including BOQs as per Design, Drawings and Specifications.
   vii. Resident Supervision for Quality Control.
   viii. Verification of Interim Payment Certificates and Final Bills.
   ix. Handing Over of completed project to Client.
   x. Any other relevant services.
2. Request for Proposal (RFP) are invited from already Pre-Qualified Consulting Firms of ECD-P, UAF for FY 2021-22 & FY 2022-23.
3. A Firm/Consultant(s) will be evaluated on the basis of Least Cost Based Selection method.
4. You are invited to submit a Comprehensive Technical Proposal in English (Original + one Copy) and Financial Proposal (Original) in Separate Sealed Envelopes, for the services required under the terms of reference (TORs) Latest by **21-07-2022 till 11:30 a.m** and will be opened at 12:00 Noon on the same date
5. RFP Documents can also be downloaded from the websites www.ppra.punjab.pk and www.uaf.edu.pk .
6. The Client reserves the right to reject any one or all proposals at any time prior to acceptance. The concerned firm shall be communicated about the decision of rejection but it is not mandatory to justify the reason of rejection as per PPRA Rules 2014.
7. In case of official holiday on the day of submission, the next day will be treated as closing date.

_Sd_

Engr. Abdul Mannan
Executive Engineer
Engineering Construction Department (Projects)
University of Agriculture, Faisalabad, Punjab, Pakistan
Tel: 041-9200161-169, Ext:2504, Email: engrabdulmannan8@gmail.com

UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)

Procurement of Services of Consulting Firm

FOR

Sr. No.01

PROVISION OF LODGING FACILITY TO 1000 FEMALE STUDENTS AT UNIVERSITY OF AGRICULTURE FAISALABAD

REQUEST FOR PROPOSAL

Country: **Pakistan**

Region: **Faisalabad**

Location: **Main Campus, University of Agriculture, Faisalabad**

Required Firm Category: **PEC/PCATP Consultancy Firms already prequalified at UAF**

Project Name: **PROVISION OF LODGING FACILITY TO 1000 FEMALE STUDENTS AT UNIVERSITY OF AGRICULTURE FAISALABAD**

Project Duration: **24 Months (From Design phase to Completion)**

DEFINITIONS:

I. "Client" means University of Agriculture, Faisalabad 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 / Punjab

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. 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 like Universities

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 Data Sheet annexed. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft copy of contract is enclosed with the RFP documents.

1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.

1.3 The Client has been entrusted the duty to implement the Project as Executing Agency for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the standard contract for which this RFP is being issued.

1.4 To obtain first-hand information of the Assignment and about the local conditions, you can pay a visit to the Client before submitting a proposal. 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 ***<u>Pre-Bid Meeting</u>***

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 showing in data sheet.

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. JV/Consortium of firms can apply only 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:

TECH-1	Technical Proposal Submission Form
TECH-2	Consultant's Organization and Experience A. Consultant's Organization B, Consultant's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client A. On the Terms of Reference B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, Work Plan and Quality Control Policy for Performing the Assignment
TECH-5	Team Composition and Task Assignments
TECH-6	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-7	Staffing Schedule
TECH-8	Work Schedule - (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).
TECH-9	Historical Financial Performance.
TECH-10	Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as mentioned in proposal).

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. Name, full address and partnership deed of the contractors/firms with power of attorney in favour of person authorized.

b. Type of firm i.e A.O.P or Pvt. (Ltd). Etc.

c. Certificate of registration of a Firm with PEC/PCATP.

d. Year of establishment supported by certificate from the Registrar of Firms /SECP.

e. Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC/PCATP) if any.

f. National Tax Number of consultant(s).

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

h. A certificate / affidavit on Stamp Paper of Rs 100/-that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.

i. 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 ,Resident Supervision, Verification of Interim Bill s and Final Bills submitted by Contractor etc. These costs should be broken into foreign (if applicable) and local costs (if required). Your financial proposal should be prepared using the formats attached as **Appendix-II**, else the proposal of applicant firm will be rejected.

3.8 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.

3.9 Costs may be expressed in Pak Rs. Inclusive of all taxes applicable during the currency of the project.

3.10 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 envelops, 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, Computer Print, 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 interlineations 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 Single Stage 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 committee of the Client shall carry out its evaluation only to judge eligibility and responsiveness of bidding firm.

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	**The name of the Assignment is:** **Hiring of E/A Consultancy Services** for the project titled **PROVISION OF LODGING FACILITY TO 1000 FEMALE STUDENTS AT UNIVERSITY OF AGRICULTURE FAISALABAD** SALIENT FEATURES OF PROJECT ARE:

Sr. #.	Description	Summary of assignment	Remarks
1	Construction of Female Hostel at UAF	Total Covered Area 145065 Sft. Including Lodging Area Washing Area kitchen, and Dining Area, Toilet Block, Parents Waiting Area, Recreation Hall, Common Room and Prayer Area.	Soil Investing Topographic Map Master Plan and Conceptual Plans Detailed Engineering /Architectural Design And, Preparation Of Bidding Documents/ Engineer's Estimate, TOR's For Selection Of Contractor, Tender Process, Selection Of Contractor, Detailed Construction Supervision
2	Women Scholar Block	Total Covered Area 21889 Sft. Electricity Control Room, Studio apartments Including Living Area kitchen Dining Area Laundry Area Store Bed Rooms with attach bath	
3	Strengthening of Power House	Total Covered Area 5000 Sft. Store Rooms Meeting Rooms, offices and Toilet Block	
4	Parking Shed	Total Covered Area 250 Sft.	
5	External Development Work	Compound wall, Main Gate along with Security Room External Water Supply Works Revamping of Sewerage System, External Electric Work, External Sui Gas, Roads walkway street light etc.	

Name of the Client :

University of Agriculture, Faisalabad

The address of the official is:

Engr. Abdul Mannan
Executive Engineer (ECD-P)
Telephone: 041-9200161-70
E-mail: engrabdulmannan8@gmail.com

1.2	**The brief description and the objectives of the assignment are:** **Location**

	The Project site is located in Main Campus, University of Agriculture, Faisalabad. **Objectives**: 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: (a) Soil Investigation, topographic map, master Plan and Conceptual Plans (b) Preparation of Detailed Designs (Architectural, Structural, Electrical, Public Health), BOQs and detailed Tender Documents for procurement of Contractor. (c) Assist in Procurement of contractors for construction and complete evaluation of Bids of Contracting Firms, Preparation of detailed Comparative Statement. (d) Resident Supervision the construction activities and maintain the quality and progress. (e) Verification of Interim & Final Bills submitted by contractor Details are provided in the TOR.
1.3	**Phasing of the Assignment, if any:** (a) Detailed Design of Building, allied Infrastructure Works as Tender Documentation as per Govt. of the Punjab, PPRA &PPRA Punjab by laws. (b) Detailed Resident Construction Supervision.
1.4	**A Pre-Proposal Conference will not be held.**
1.5	**The Employer shall provide the following inputs:** • Close Coordination • Identification of Project boundary etc and other allied details.
1.6	The client will provided input required for preparation of proposal but any facility of stay and transportation etc will not be provided.
1.7	**Selection Procedure: -**The Consultants shall be selected under the selection method of Least Cost Selection (LCS). The procedure for opening of proposals will follow the principles of P.E.C. **Single Stage-Two Envelope procedure**, which is presented as follows: - *(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.* *(ii) 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.* *(iii)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.*

	(iv) During the technical evaluation no amendments in the technical proposal shall be permitted. After the evaluation and approval of the TECHNICAL PROPOSAL, the procuring agency, shall at a time within the bid validity period, publicly open the FINANCIAL PROPOSALS of the technically qualified firms at a time, date and venue announced and communicated to the Consultants in advance for the attendance of their authorized representative duly notified in advance. *(v) The proposals found to be highest ranked determined after the combined evaluation of TECHNICAL and FINANCIAL proposals obtaining highest total combined score as per prescribed procedure in the RFP shall be accepted.*
2.1	**The Documents are:** 1. Data Sheet 2. Technical Proposal Forms for consultancy services 3. Financial Proposal Form for consultancy services 4. Terms of Reference (TOR) 5. Appendices etc. 6. Draft Form of Contract
2.2	**The address of the Personnel for seeking clarification is:** **Engr. Abdul Mannan** **Executive Engineer (ECD-P)** Telephone: 041-9200161-70 E-mail: engrabdulmannan8@gmail.com
3.4 (iii)	**Proposed key staff shall be employees, who are employed with the respective Consultant to submission of this proposal:** Yes, and the Consultant has to submit Proof of employment for last two years to be attached in shape of salary slip and appointment letter, a proof of employment failure to which results in non-consideration of staff. Degree of employees should be attached.
3.5	Proposal shall be submitted in **English** language.
3.6	Consultant firm may associate with other firms:- **NO**
3.7	Training is not a specific component of this assignment.
3.8	**Costs may be expressed in currency (s) :-** **Pakistani Rupees**
3.9	Following supervision staff will be deputed on site by the consultant during supervision phase,

S.NO	Description	No's
1	Resident Engineer	01
2	Site Inspector-Civil	01
3	Site Inspector- Public Health (Intermittent two visit per month or as per site/client requirement)	01
4	Site Inspector-Electrical and Networking (Intermittent two visit per month or as per site/client requirement)	01

4.1	**The number of copies of the Technical Proposal required is:** Original One (1) Copy One (1) **The number of copies of the Financial Proposal (in sealed envelope) required is:** Original One (1)
4.5	**Proposals to be submitted at:** **Office of Project Director (ECD-P)** **The date and time of the proposal submission is:-** **Date:- 21 July 2022- Time:- 11: 30 Hrs.**
4.6	**Validity of the proposal is:** 180 Days
5.1	Deleted
5.2	**The date, time and address for the Technical proposal opening is:** **Date:- 21 July 2022 Submission Time: 11.30 Hrs.** **Bids opening Time: 12.00 Hrs** **Place of Technical Proposal Opening: Office of Project Director (ECD-P) UAF**
5.5	Deleted
6.3	**The assignment is expected to commence on:** To be informed later on **Time Period for this assignment is: 24 Months** **Design Phase: 02 Months** **Detail Construction Supervision Phase: 22 Months**
7.1	All Site Facilities including Site Office and transport of Consultant Site Staff will be borne 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

TECHNICAL PROPOSAL - STANDARD FORMS

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

Refer to Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 1 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience
A Consultant's Organization
B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
A On the Terms of Reference
B On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment and quality control policy.

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

TECH-9 Historical Financial Performance.

TECH-10 Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as pre-qualified by HEC)

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

We are submitting our Proposal in association with: [*Insert a list with full name and address of each JV Consultant*][2]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

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1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with:* "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [*Delete in case no association is foreseen.*]

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity (including organ gram) and each associate for this assignment.*]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Consultant's Experience

SUMMARY OF SIMILAR ASSIGNMENTS (DEVELOPMENTAL WORKS OF UNIVERSITIES)

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

i. A maximum of 05 similar ongoing/completed assignments (developmental works of Universities only) of worth of Rs. 100.0 million & above

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	Nº of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Summary of similar assignments (developmental works of Govt. Sector other than Universities)

A maximum of 05 similar ongoing/completed assignments (developmental works of Govt. Sector Other Then HEI's/Universities) of worth of Rs. 100.0 million & above

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N^{o} of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	N^{o} of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

FORMTECH- 4 DESCRIPTIONS OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THEASSIGNMENT

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

a) Technical Approach and Methodology,
b) Work Plan, and
c) Organization and Staffing,
d) Quality Control Policy.

a) **Technical Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan**. In this chapter you 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 the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing**. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
Submit organ gram plan/chart for site supervision team & their core responsibilities/ methodology.

d) **Quality Control Policy** 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.

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORMTECH-6 CURRICULUM VITAE (CV) FOR PROPOSEDPROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

_____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**:_____**Nationality**: _____

5. **CNIC No(**if Pakistani**):_____or Passport No:_____**

6. **Education:**

Degree	*Major/Minor*	*Institution*	*Date (MM/YYYY)*

7. **Membership of Professional Associations**: _____

_____

8. **Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

_____

_____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

_____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

Employer	*Position*	*From (MM/YYYY)*	*To (MM/YYYY)*

11. Detailed Tasks Assigned

[*List all tasks to be performed under this assignment*]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

1) Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

2) Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

1) Name of assignment or Project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

2) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

3) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: ____

Note:- Degrees of employers, proof of employment for last two years in shape of salary slip and appointment letter should be attached with technical proposal.

FORM TECH-7 STAFFING SCHEDULE[1]

Full time input

Part time input

Year:_____

N°	Name of Staff	Staff input (in the form of a bar chart)[2]												Total staff-month input		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field[3]	Total
1		[*Home*] [*Field*]														
2																
3																
		[*Home*] [*Field*]														
											Total					

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
3 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8 WORK SCHEDULE

Year:_____

N°	Activity[1]	Months[2]											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other bench Points such as Client approvals. For phased assignments indicate activities, delivery of reports, and bench Points separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

FORMTECH-9 HISTORICAL FINANCIAL PERFORMANCE

Average annual consultancy turnover for last Five (05) years as under:-

Average Annual Turnover for last Five (05) Years	
Years	**In PKR**
2017-2018	
2018-2019	
2019-2020	
2020-2021	
2021-2022	
Total:-	
Average:-	

Note:- Attach documentary proof of audited financial statements from chartered accountant of last Five years

FORM TECH-9 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 ("CNIC") 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**:**

1. _____

2._____

NOTARY PUBLIC:

_____

[INSERT NAME OF GUARANTOR]

For:

_____

By:
Its:

APPENDIX-II

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL - STANDARD FORMS

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in RFP.

[*The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided in the RFP.*

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-2A	Financial Proposal/Bid Sheet for Design Phase
FIN-3	Breakdown of Costs by Activity
FIN-4	Breakdown of Remuneration
FIN-5	Reimbursable expenses
Appendix:	Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]]. This amount is inclusive of all the applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs(Pak Rupees)
Total Costs of Financial Proposal	
a. Design Phase (02 Months)	
b. Supervision Phase (For 22Months)	
Grand Total:-	
Grand Total (In words)	

Note:-

1. The Total Contract amount shall be paid as per payment schedule given in TOR
2. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.). which will be recovered at source at the time of making payment)

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2A Financial Proposal/Bid Sheet for Design Phase

Financial Proposal for Procurement of Consultancy Services for project tiled "**Provision of Lodging Facility to 1000 Female Students at University of Agriculture Faisalabad**" as Per TOR for Detail Engineering /Architectural Design Preparation 0f Bidding Documents/ Engineer Estimate, Detailed Construction Supervision & Monitoring of :-

Sr #	Description	Unit	Construction cost	Quoted Rate in PKR	Amount PKR
	Provision of Lodging Facility to 1000 Female Students at University of Agriculture Faisalabad	%age of construction cost	Rs.894.603Millions		**(construction cost × quoted rate) ÷ 100**

Note:-

1. The Total Contract amount shall be paid as per payment schedule given in TOR.
2. The amount quoted involves all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).
3. The base price for the project for evaluation of financial proposal will be same as mentioned in para 1.4 of TOR.
4. Initially, the construction cost for the purpose of financial bid, should be taken as **Rs.849.603Million**. Moreover, payments to the consultants till award of civil works will be made according to the said amount.
5. 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.
6. 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.
7. 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.
8. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any)
9. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

10. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment)

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY[1]

Group of Activities (Phase):[2]	**Description:**[3]
Cost component	Costs (Pak Rupees)
Remuneration	
Reimbursable Expenses	
Subtotals	

Note:- Above quoted % age rates & other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment.

1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in FormFIN-2.

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of FormTECH-8.

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4 and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____				
Name[2]	**Position**[3]	**Staff-month Rate**[4]	**Input**[5] (Staff-months)	Pak Rupees
Staff				
		[*Home*]		
		[*Field*]		
		[*Home*]		
		[*Field*]		
			Total Costs	

1 Form FIN-4 shall be filled for each of the Forms FIN-3provided.
2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3 Positions of Professional Staff shall coincide with the ones indicated in FormTECH-5.
4 Indicate separately staff-month rate and currency for home and fieldwork.
5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
6 Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name[2]	Position[3]	Staff-month Rate[4]
Staff		
		[*Home*] [*Field*]
		[*Home*] [*Field*]

1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category(e.g.: draftsmen, clerical staff).

3 Positions of the Professional Staff shall coincide with the ones indicated in FormTECH-5.

4 Indicate separately staff-month rate and currency for home and fieldwork.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES[1]

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____					
N°	**Description**	**Unit**	**Unit Cost**	**Quantity**	**Pak Rupees**
	Per diem allowances	Day			
	Miscellaneous travel expenses	Trip			
	Communication costs between [*Insert place*] and [*Insert place*]				
	Drafting, reproduction of reports				
	Use of computers, software				
	Local transportation costs				
	Office rent, clerical assistance				
				Total Costs	

1 Indicate unit cost and currency.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description	Unit	Unit Cost
	Per diem allowances	Day	
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	Drafting, reproduction of reports		
	Use of computers, software		
	Local transportation costs		
	Office rent, clerical assistance		

1 Indicate unit cost and currency.

Sample Form

Consulting Firm:

Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than withinthenormalannualsalaryincreasepolicyasappliedtoallthefirm'sstaff;

(b) attached are true copies of the latest salary slips of the staff members listed;

(c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____

[Name of Consulting Firm]

_____ _____

Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Fee[2]	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Field									

1. Expressed as percentage of1
2. Expressed as percentage of4

TERMS OF REFERENCE (TOR)

FOR

HIRING OF ENGINEERING CONSULTING FIRM FOR

PROVISION OF LODGING FACILITY TO 1000 FEMALE STUDENTS AT UNIVERSITY OF AGRICULTURE FAISALABAD

UNIVERSITY OF AGRICULTURE, FAISALABAD

JUNE 2022.

1. Introduction:

University of Agriculture, Faisalabad intends to Hire Design and Resident Supervision consultancy services of Firms prequalified by UAF. The civil works component of approx. Pak **Rs 894.603 Million**, The scope of services includes 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.

1.1 Background of the Project.

University of Agriculture, Faisalabad intends to implement and execute the Project Provision of Lodging Facility to 1000 Female Students at University of Agriculture Faisalabad

a) 1.2 **Objective of Consultancy.**

The objective of hiring Engineering/Architectural Consulting firm is to ensure technical viability of civil work component and implementation of the project.

1.3 Scope of Work/Consultancy Services.

a) Design Phase

The consultant shall be responsible for Soil Investigation, preparation of Topographic map, Master Plan, architectural plans, 3D views, structure design, internal & external Electrical System, water supply and sewerage system, BOQ, cost estimates, tender documents and detail working/construction drawings

b) Resident Supervision

Complete Resident Supervision of the project to ensure Quality of Work as per specifications and Quantity as per BOQ. Verifications of all Interim Bills and Final Bills submitted by Contractor. Handing Over of completed project back to Client with complete documentation.

1.4 **Civil Works Components/Tasks:-**

1.4.1

Sr No		Name of Sub Projects	Unit	Covered Area (Approx (Sft)
1.		Provision of Lodging Facility To 1000 Female Students At University of Agriculture Faisalabad		
	a.	Female Hostel	1	Total Covered Area 145065 Sft
	b.	Women Scholar Block	1	Total Covered Area 21889 Sft.
	c.	Strengthening of Power House	1	Total Covered Area 5000 Sft.
	d.	Parking Shed	1	Total Covered Area 250 Sft.
	e	External Development Work		
		Total covered Area:-		**172204 Sft**
			Cost of Building	**Rs.894.603 (M)**

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.

- Detailed Architectural/Engineering, structural design of aforesaid buildings. Internal Services (Electrical, Water Supply, Sewerage System, Sui Gas, Telephone/Data Network, etc.)
- Detailed Architectural/Engineering design of External Developmental Works of Compound Wall, Main Gate with Security Room, Water Supply System, Sewerage System, Electrical System Sui Gas Works, Roads, Walkways, and Vehicle Parking etc.
- The consultant should take care of latest building codes along with latest codes and standards.
- Preparation of Tender/Construction Drawing and Tender Documents
- Preparation of Bill of Quantities (BOQs)/Engineer Estimates and Tender/Bid Documents.
- Client assistance in the prequalification of the contractors.
- Bids/Tenders evaluation, Comparative Statement.
- 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.

1.5 **Terms of Reference.**

Terms of reference has been developed on the basis of scope of work and are produced in the following sections.

2.1 **Data Collection.**

i. Obtain University's priorities, preferences, parameter, criteria and other similar information for the implementation of the project.

ii. The Consultants shall collect all necessary data regarding the user's requirements of the proposed site, its surroundings climate and materials etc, which information is required for proper planning and design of project,

3.1 **Infrastructure Facilities.**

3.1.1 **Preliminary Design.**

Prepare and submit schematic architectural design of buildings as per client requirement.

3.1.2 **Submissions.**

The consultants shall submit two sets of preliminary architectural schematic designs for the approval of Competent Authority of the University. Any changes suggestions or recommendations made by the Competent Authority of the University will be discussed jointly.

The University shall retain one set of marked drawings showing corrections and proposed changes, which will be incorporated in the next phase and will return one set of marked drawings showing the proposed correction changes for further necessary action by Consultant.

Making presentation at various stage of designing as per requirement the Competent Authority of University and their Final Approval.

The suggestion of Competent Authority of the University shall be incorporated in the final architectural schematic drawings.

The consultants shall submit five sets of final architectural schematic designs and drawings, along with a soft copy, for reference and record for the University.

3.1.3 **Detailed Designs.**

i) Incorporating the Competent Authority suggestions and comments, if any to undertake the final engineering design of the buildings and detailed design of various components.

ii) The consultants shall update the cost estimate after completion of design development/detailed design stage.

3.1.4 **Final Design Phase.**

- Prepare final specifications set forth in the detail for the works to be done and the materials, workmanship and equipment required for the works.

- Prepare analysis of non scheduled rates for the major items of work covered in the cost estimates and not available in the Composite Schedule of Rates/MRS, Punjab.

- Prepare a final computer aided based estimate of cost based on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution time frame. The consultants are required to submit complete printout, each signed by an estimator and a checker.

4.1.3 **Detailed Engineering Designs.**

Based on drawings and documents prepare and approved during the architectural design stage, After incorporating the University's and HEC suggestions and comments the consultant shall:-.

i. **Design/plans of the Project shall include the following:-**
Exact locations of internal water supply, internal sewerage, telephone, gas networks and electric lines in plans and section of building.

ii. Prepare computer aided detail drawings consisting of :-
- Topographical Map and Master Plan
- Architectural plan of all floors.
- Structural drawings of slabs, beams and columns.
- Internal & External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).
- Detail Design of all allied external services like External electrification with standby generators system, Water Supply, Sewerage System, Roads/Footpath/ Street lights, drainage system , Landscaping and development of play grounds/Sports area, etc.
- Any other design/drawings necessary for the successful completion of the facility.

iii. Prepare & submit analysis of rates for the major items of work covered in the cost estimates and not available in the composite schedule of rates/MRS, Punjab.

iv. Prepare & submit a final computer aided based estimate of cost base on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution timeframe. The consultants are required to submit complete printout, each signed by the estimator and a checker for Technical Sanction.

v. Certify the correctness and adequacy of design and estimate.

vi. Provide certification on all structural drawings duly signed for Technical Sanction.

4.1.4 **Submissions**.

The consultant shall submit the seven sets of detailed Architectural & Engineering and Structure Design/Drawings (along with soft copy), pertaining to each civil works component/ sub project i.e. Internal &External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).

4.1.5 **Construction Phase.**

The Consultants shall prepare the detailed working/construction drawings for each civil works component/sub-project and allied works/ services including water supply/sewerage system etc.

i. Prepare and submit setting out plan, earth work excavation profiles/plans, any amended/modified design and drawings as may be necessary during execution of works at the site.

iii. Detailed structural design, drawings, etc.

iv. Detailed drawings for internal and external electrification with stand by generators system, power distribution and sub-station, electric panels, plumbing, internal and external services, external development, allied services, mechanical and other infrastructure works.

v. Details design of doors, windows, floor pattern, washrooms, kitchens, internal and external finishes and cladding, false ceiling, laboratory counters & fixtures, design and specifications of any specialized equipment and any other works which may be required for project.

4.1.6 **Submissions.**

The consultants shall submit to University seven sets of the above final detail Design/drawings documents, along with a soft copy.

4.1.7 **Tender/Bid Documentation**

i. Preparation of detailed cost estimate for grant of Technical Sanction estimate.

ii. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.

iii. Preparation of complete tender/bid documents comprising of BOQ, tender drawings, specifications.

iv. Attending Bid proceedings comprising of recording of minutes of meeting, preparation and signing of Bid evaluation report for hiring of contractor.

v. Preparation, and submission of contract agreement on approved format.

vi. Preparation and submission of work plan bases on MS Project or primavera.

vii. Approval of drawing and its presentation to HEC Steering committee.

4.1.8 **Submissions.**

The consultants shall submit to University five sets of the above final detail Design/drawings documents, along with a soft copy.

Core Team for Designing

Design staff should have the minimum qualification & experience depicted as under:-

Ser #	Designation	Qualification/Experience	No. of Posts
1	Senior Architect	M. Arch member of PCATP in good standing having 15 years or above of total experience of working on similar building projects of which 5 years must be as a team leader. or Bachelor of Architect with 20 years relevant experience. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as team leader.	1
2.	Senior Structural Engineer	Master's Degree 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).	1
3.	Senior Quantity Surveyor	DAE Civil in good standing, Having 15 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	1
4.	Electrical & Public Health Engineer	MEP Engineer - B.Sc. (Electrical, Mechanical & Public Health) member of PEC in good standing. Having 10 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	2

Design Stage (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 (after approval)	10% of the amount due to the consultant under the head
2	Upon submission of final drawings/ designs of the project including detail structure design and drawings, detail architectural drawings with 3D Views, electrical designs, plumbing designs, Sui Gas, Sewerage, internet, Telephone, etc and other Allied Services and after approval from Client committee and HEC committee.	20% of the amount due to the consultant under the head
3	Upon submission of detail working /construction drawings.	15% of the amount due to the consultant under the head
4	Upon submission of detail documents, tender & bid documents, BOQs, drawings and specification etc on the format agreed with client.	15% of the amount due to the consultant under the head
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 contractors.	10% of the amount due to the consultant under the head.
7	Upon successful completion of the design phase.	05% of the amount due to the consultant under the head
8	Upon submission of Revised Drawings / As Built Drawings	05% of the amount due to the consultant under the head
9.	Upon successful Handing Over of completed project to Client	10% of the amount due to the consultant under the head

Note:

1. Preparation modified drawings/documents at any stage of execution without additional charges if required by the Client.

2. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

Deduction of Securities and Income Tax

i. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

ii. Income Tax and sale Tax will be deducted as per prevailing rates.

6.1. **Time Duration for the Assignment.**

The target time for completion of the Design Phase is 02 months.

Deliverables

a) **Design Phase**

i.	Inception Report	03-Copies.
ii.	Draft Detailed Design Report	03-Copies.
iii.	Draft Architectural & Structural Designing and Drawings for submission to HEC for approval.	03-Copies.
iv.	Architectural & Structural Designing and Drawings after Approval	03- Copies.
v.	Detailed Working drawings	03-Copies
vi	Tender/Bid Documents, Drawings and Specifications	3-Copies.
vii.	Detail Cost Estimate	3-Copies.
viii	Bid Evaluation Report and Comparative Statement	3-Copies.
ix	Soft Copies (Editable) of all approved drawings and all documentations.	

7. Phase – II) Resident Supervision Stage

7.1 Services for Resident Supervision of Civil Works Electrical, Mechanical &Plumbing Works

The duties and functions for the consultant will include but not limited to the following:-

i) 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 specifications and agreement documents with due diligence, efficiency and its importance with the best Engineering practice and consulting standards for construction of all components.

ii) The Consultant will be responsible for Resident Supervision of the work by a qualified Graduate Engineer in the respective discipline, earthing system, External sewerage system & Disposal External water supply system (According to the requirement of site) etc.

iii) The Consultant shall certify that the works have been/being executed as per design and drawings standard specification, technically sanctioned estimates and within the provision of contract agreement.

iv) The Consultant shall certify that the works are executed in accordance with the established standard criteria and procedure.

v) The consultant shall ensure that the construction schedule provided in the contract agreement is strictly followed by the contractor.

vi) The consultant shall certify that the construction material brought by the contractors to be used in the construction works is in accordance with the specification and got tested as per standards practices laid down in specifications and will also ensure the quality control of works.

vii) The consultant shall report/advise to the client on any issue/problem arising in construction work during the execution of work and suggest remedial measures.

viii) The consultant will be responsible for testing (on contractor's cost) of:-

a. Material steel (sealed).
b. Concrete Cube, Brick, Cement.
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.

ix) The consultant shall verify the contractor's monthly payments and final payments and certify that payments released to the contractors are for works actually carried out at site and as per rates quoted approved in the tender and as per approved specification.

x) The consultant shall recommend to the Client for issuance of completion certificate stating that the work has been completed as per standard specifications, design drawings, estimates and contract agreement.

xi) One month prior to the expiry of the construction period of the work the consultant shall carry out a detailed final inspection of the work and submit a report to the department pointing out the defects short-comings and deficiencies, if any in the work and will also get them rectify by the contractor, before making recommendation is for the release of security deposit of the contractor.

xii) Consultant fee will be based on input of man month or as negotiated.

xiii) The consultant shall perform duties as Representative of client to supervise the construction work as per objective and scope of work with the best professional and consulting practice in a proactive manner to ensure that the project is completed as per target schedule set forth by the client.

xiv) In carrying out the assignment the consultant shall undertake the following works:-

a. Issue instruction to the contractor(s) and provide engineering supervision during the execution of work.

b. The consultants will attend and make measurements and computation of quantities of the completed works or any work which is about to be covered and maintain permanent records of all such measurements as basis for progressive payments to the contractors and keep the measurement documents are records in safe custody.

c. The consultant will maintain daily record of check requests/tests performed and approval correspondence and site diaries supported with pictorial evidence (both hard and soft form) and shall submit the record of daily inspection reports all the test made to the client on fortnight basis in an electronic form as well as through hard copy.

d. Prepare monthly progress reports maintain estimate and comparative statement of project costs and submit reports to the client.

e. Will make liaison between the client and contractor.

f. Approve the material testing and deficiencies reports in respect of the same to client.

g. Require, monitor and review the results of Tests to be carried out by the Contractor in accordance with the construction requirements.

h. Prepare and submit the "as-built" drawings for each component of the works.

xv) The consultant shall from its own source: establish a site office and meet the running/operational expenses.

xvi) The consultant shall supervise the construction activity in all matters concerning worker safety and care and advise the contractor/client on any problem arising in the construction work during its execution.

xvii) The consultant shall check systematically the progress of work according to the construction schedule of the agreement and shall submit monthly progress report in the prescribed format to client pointing out the deficiencies and suggest remedial measure.

xviii) Consultant shall be responsible for getting all such defects rectified from the concerned contractors(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.

xix) Client shall authorize his representative which may regularly visit the site of checking resident supervision of the consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work a site.

xx) The detailed construction supervision shall include planning, guidance, programming, inspection monitoring of construction activities and contractor's performance, Quantity and quality assurance, implementation of work plans and drawings as per design and specification.

xxi) Preparation and verification of variation orders and maintaining record of correspondence with the contractor and other stakeholders.

xxii) 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.

xxiii) The quality and quantity assurance shall be the sole responsibility of the consultants.

xxiv) 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.

7.2 **Staffing Requirement for Resident Supervision and their Responsibilities:-**

The Engineering Constriction Department of the University of Agriculture Faisalabad shall administer the Civil Work contracts. The consultants will help the project management office in decision making and shall be responsible for the quality and quantity control as per agreed laid down standards/specifications. Resident Supervision shall be provided for all activates throughout the construction period without break through qualified & experienced supervisory staff that shall perform their duties with due diligence and efficiency. Supervisory staff

should have the following minimum qualifications and experience:-

Ser #	Description	Nos	Qualification/Experience
1	Resident Engineer	1	Qualified M.Sc. or B.Sc Engr.(civil) member of PEC in good standing Having 20 years or above of total experience for BSc or 15 Years or above of total Experience for MSc working on similar building projects of which 5 years must be as a Resident Engineer. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as Resident Engineer.
2.	Site Inspector Electrical, Networking (Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
3.	Site Inspector Civil	1	Qualified DAE member in good standing. Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a Site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
4.	Site Inspector Public Health (Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.

Note:-

a. The Client will have a right to reduce/suspend the propose staff keepin view the pace of work/funding position.

b. The Client will have the right to fire/ withdraw of any supervisory staff services without any reasons and justifications.

7.3 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.

7.4 **Completion and Handing Over:-**

7.4.1 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.

7.4.2 The consultant shall be fully responsible for preparation & approval of PC-IV from the competent forum.

7.4.3 Prepare list/inventory and hand over to the Client, all correspondence with Contractor(s) dairies, testing of materials, IPCs. FPCs/final accounts, claims/disputes, court cases and assets etc on completion.

7.4.4 The Consultant shall be responsible for successful handing over of the project by the Contractor to the Client in accordance with the Contract Documents.

7.5 **Reporting Requirement/Deliverables.**

7.5.1 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 Contractor(s) with a comparison via-a-vis 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 Liner 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 the issues.

e. Maintaining estimate and comparative statement of project costs.

All record at the end of the project shall become the property of client.

7.5.2 **Technical/Laboratory Reports:**

The consult shall produce necessary technical reports, lab reports (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.

7.5.3 **Inspection Reports:-**

a. The consultant shall keep the record of daily inspection & material test (in respect of receipt reports in the prescribed forms at the site office and submit it to the client on weekly basis.

b. One month prior to the expiry of completion period the consultant shall carry out a detailed final inspection of the work and submit a report to the client pointing out the defects in the work if any.

c. Give notices to the contract for the any defect/deficiency and ensure their timely rectifications in case of persistent delay in the compliance of the directions issued by him appropriate action against the Contractor shall be taken/recommended to the Client under clauses on Contract Agreement.

d. The consultant shall be responsible for getting all such defects rectified from the concerned contract(s) and final payment(s) of the contractor(s) shall be verified only after satisfactory removal of the defects.

e. The consultant shall keep record of the daily inspection report and inform the Project Director about the potential problems which may arise an hamper progress of work besides making suitable recommendations for their solution at a minimum expense.

f. The consultant shall also be responsible for maintaining complete record of correspondence with the (contractors and other agencies, etc Copy of such record shall be provided to Client on regularly for its evaluation/ record.

7.5.4 **Final Completion Reports:-**

The consultants will prepare a comprehensive final report (5 hard copies with one soft copy) for the contract on substantial completion. This report shall summarize the method of construction location, details of works carried out, construction supervision performed during the project with visible and invisible benefits of the project by considering various indicators such as social-economic uplift, literacy, industrialization, job opportunities The report shall contain:-

a. 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.

b. Project quantities, Folders along with soft copy.

c. Comparison of initial and final BOQs.

d. Deduction sheet, if any, based on handing over reports.

7.5.5 Post Completion Stage:-

a. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.

b. Processing and recommendation of contractor's security after successful completion of defect liability period.

c. 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.

7.5.6 **Project Diary:-**

The consultant shall monitor and appraise progress of work and maintain daily project diary by recording all events pertaining to the administration of the contract, which may be of assistance in resolving claims, disputes and queries if any.

8. **Time Duration for Supervision Stage**

The time duration for the supervision stage of the proposed project is as under 22 months. However, the supervisory staff will be curtailed proportionately with regard to completion of the project.

Mode of Payment (Supervision Phase)

i. Interim detailed supervision charges will be paid, by taking into account the actual verified on Man Month basis as in the contract agreement.

ii. All payments will be made subject to availability of funds. 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 Executive Engineer for payment purpose.

iii. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

iv. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

v. 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.

Deliverable (Supervision Phase)

i)	Monthly Progress Report	3-Copies.
ii).	Inspection Report of works of each visit during construction of the building.	03- Copies
iii)	Construction Drawings	3-Copies
iv)	Assistance and preparation of completion report / P.C. IV	3-Copies
v)	As build drawings	3-Copies.
vi)	Post completion Report	3-Copies.
vii)	Soft copy (EditAble) of all	

9. **Liability**

Professional liability as stated in the prevalent conduct and practice of consulting engineering prescribed by PEC and as given under Rule 54 of Punjab Procurement Rule 2014 shall be applicable to the consultant.

10. **Role of the Client**

University of Agriculture Faisalabad will provide necessary inputs regarding design and supervision of the project components.

Time Duration:-

Time for design phase	02 months
Time for supervision phase	22 months

D R A F T C O N T R A C T

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.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name_____

Contract No._____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter referred to as the "Contract") is made on the ____ day of the month of _____, 20___.

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;

(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. Communications

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

a. Fraud and Corruption

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

(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 Clint 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 miss procurement 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 nominated[1] 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.

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

[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.

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 GCC25.2 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

All proceedings to settle a dispute will be governed by the rules and regulations of Pakistan Arbitration Act 1940.

DECISION OF ENGINEER If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other Party., the Engineer shall give his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to suitable Clause of the

contract within Three (03) working days.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

COMMITTEE: If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the Tenth (10) day after the day on which he received the reference, then either the Employer or the Contractor may, proceed to the Committee for the settlement of dispute.

The committee will be comprised of following members.

1- The Treasurer, UAF (Convener)
2- Project Director, UAF (Member)
3- Executive Engineer, UAF (Member)
4- Two representatives of Consultant/Engineer (Members)
5- Two representatives of Contractor (Members)

ARBITRATOR: Any of the parties not satisfied with the decision of the committee may request to The Arbitrator, The Vice Chancellor, UAF, to review for settlement of the dispute. The decision of the arbitrator shall be final and binding on both parties.

COURT JURISDICTION: Only the Courts of Law in Faisalabad City shall have exclusive jurisdiction to adjudicate upon the decision of arbitrator brought by Contractor in relation to this particular contract.

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	**The addresses are:** **Client:** **University of Agriculture, Faisalabad** **Attention:** **Executive Engineer** **E-mail:** **engrabdulmannan8@gmail.com** **Consultant:** _____ **Attention:** _____ **E-mail:** _____
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *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.]* **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*_____ Email: **For the Consultant:** *[name, title]*_____ Email:
11.1	**Effective date:** Date of signing of the Agreement
13.1	**Commencement of Services:** **The number of days shall be seven (07) days.** 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** 24 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	**"Limitation of the Consultant's Liability towards the Client:** (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: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (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; (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".

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- through Form- of the Consultant's Proposal. Highlight the changes to Section 6 of the RFP]

……

APPENDIX B - KEY EXPERTS

[Insert a table based on Tech-8 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- and Form-] 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- and Form-] 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- 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 (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 ii) 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*."]*

UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)

Procurement of Services of Consulting Firm

FOR

Sr. No.02

ESTABLISHMENT OF CAPACITY BUILDING CENTER AT UNIVERSITY OF AGRICULTURE FAISALABAD

REQUEST FOR PROPOSAL

Country:	**Pakistan**
Region:	**Faisalabad**
Location:	**Main Campus, University of Agriculture, Faisalabad**
Required Firm Category:	**PEC/PCATP Consultancy Firms already prequalified firms at UAF**
Project Name:	**ESTABLISHMENT OF CAPACITY BUILDING CENTER AT UNIVERSITY OF AGRICULTURE FAISALABAD**
Project Duration:	**15 Months**

DEFINITIONS:

I. "Client" means University of Agriculture, Faisalabad 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 / Punjab

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. 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. "LCS" means Least Cost 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 like Universities

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 Data Sheet annexed. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft copy of contract is enclosed with the RFP documents.

1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.

1.3 The Client has been entrusted the duty to implement the Project as Executing Agency for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the standard contract for which this RFP is being issued.

1.4 To obtain first-hand information of the Assignment and about the local conditions, you can pay a visit to the Client before submitting a proposal. 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:

IV. 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.

V. Incomplete defective proposals and proposals not conforming to the RFP documents shall be liable to rejection.

VI. 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**

v. 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.

vi. Pre-bid meeting will be held on showing in data sheet.

vii. 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.

viii. 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. JV/Consortium of firms can apply only 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, 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:

TECH-1	Technical Proposal Submission Form
TECH-2	Consultant's Organization and Experience A. Consultant's Organization B, Consultant's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client A. On the Terms of Reference B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, Work Plan and Quality Control Policy for Performing the Assignment
TECH-5	Team Composition and Task Assignments
TECH-6	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-7	Staffing Schedule
TECH-8	Work Schedule - (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).
TECH-9	Historical Financial Performance.
TECH-10	Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as mentioned in proposal).

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. Name, full address and partnership deed of the contractors/firms with power of attorney in favour of person authorized.

b. Type of firm i.e A.O.P or Pvt. (Ltd). Etc.

c. Certificate of registration of a Firm with PEC/PCATP.

d. Year of establishment supported by certificate from the Registrar of Firms /SECP.

e. Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC/PCATP) if any.

f. National Tax Number of consultant(s).

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

h. A certificate / affidavit on Stamp Paper of Rs 100/-that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.

i. 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, Resident Supervision, Verification of Interim Bill s and Final Bills submitted by Contractor etc. These costs should be broken into foreign (if applicable) and local costs (if required). Your financial proposal should be prepared using the formats attached as **Appendix-II**, else the proposal of applicant firm will be rejected.

3.8 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.

3.9 Costs may be expressed in Pak Rs. Inclusive of all taxes applicable during the currency of the project.

3.10 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 envelops, 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, Computer Print, 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 interlineations 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 Single Stage Two-Envelope procedure shall be adopted in ranking of the proposals.

Technical Proposal

5.2 The committee of the Client shall carry out its evaluation only to judge eligibility and responsiveness of bidding firm.

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	**The name of the Assignment is:** **Hiring of E/A Consultancy Services** for the project titled ESTABLISHMENT OF CAPACITY BUILDING CENTER AT UNIVERSITY OF AGRICULTURE FAISALABAD SALIENT FEATURES OF PROJECT ARE:

Sr. #.	Description	Summary of assignment	Remarks
1	Ground Floor Plan	Total covered area 11313 SFT including (02 Nos) Training Hall with five Discussion for each, IT Control Rooms, Driver Rooms, Electricity Control Rooms, Manager Office, Spotting Staff Office, living rooms with attach Bath , office of resource person.	Soil Investigation, topographic map, master Plan and Conceptual Plans, Detailed Engineering /Architectural Design And, Preparation Of Bidding Documents/ Engineer's Estimate, TOR's For Selection Of Contractor, Tender Process, Selection Of Contractor, Detailed Construction Supervision
2	First Floor Plan	Total covered area 10665 SFT including living Rooms with attach Bath Lounge with indoor Sports Facilities kitchen Dining Hall Store.	
3	Second Floor Plan	Total covered area 10665 SFT including living Rooms with attach Bath	
4	Parking Shed	Total covered area 2000SFT	
5	External Development	External Water Supply Works, Sewerage System, External Electric Work, External Sui Gas Roads walkway street light etc.	
6	HVAC	as per requirement	

Name of the Client :

University of Agriculture, Faisalabad

The address of the official is:

Engr. Abdul Mannan
Executive Engineer(ECD-P)
Telephone: 041-9200161-70
E-mail: engrabdulmannan8@gmail.com

1.2	**The brief description and the objectives of the assignment are:** **Location**

	The Project site is located in Main Campus, University of Agriculture, Faisalabad. **Objectives**: 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: (f) Soil Investigation, topographic map, master Plan and Conceptual Plans (g) Preparation of Detailed Designs (Architectural, Structural, Electrical, Public Health), BOQs and detailed Tender Documents for procurement of Contractor. (h) Assist in Procurement of contractors for construction and complete evaluation of Bids of Contracting Firms, Preparation of detailed Comparative Statement. (i) Resident Supervision the construction activities and maintain the quality and progress. (j) Verification of Interim & Final Bills submitted by contractor Details are provided in the TOR.
1.3	**Phasing of the Assignment, if any:** (a) Detailed Design of Building, allied Infrastructure Works as Tender Documentation as per Govt. of the Punjab, PPRA &PPRA Punjab by laws. (b) Detailed Resident Construction Supervision.
1.4	**A Pre-Proposal Conference will not be held.**
1.5	**The Employer shall provide the following inputs:** • Close Coordination • Identification of Project boundary etc and other allied details.
1.6	The client will provided input required for preparation of proposal but any facility of stay and transportation etc will not be provided.
1.7	**Selection Procedure: -**The Consultants shall be selected under the selection method of Least Cost Selection (LCS). The procedure for opening of proposals will follow the principles of P.E.C. **Single Stage-Two Envelope procedure**, which is presented as follows: - *(vi) 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.* *(vii) Initially, only the envelope marked **"TECHNICAL PROPOSAL"** will be opened as per criteria mentioned in the tender documents and the F**INANCIAL PROPOSAL"** shall be opened only for the once who have fulfilled the criteria for mentioned in tender Documents.* *(viii) 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.* *(ix) 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 open the FINANCIAL PROPOSALS of the technically qualified firms immediately after.
2.1	**The Documents are:** 1. Data Sheet 2. Technical Proposal Forms for consultancy services 3. Financial Proposal Form for consultancy services 4. Terms of Reference (TOR) 5. Appendices etc. 6. Draft Form of Contract
2.2	**The address of the Personnel for seeking clarification is:** **Engr. Abdul Mannan** **Executive Engineer(ECD-P)** Telephone: 041-9200161-70 E-mail: engrabdulmannan8@gmail.com
3.4 (iii)	**Proposed key staff shall be employees, who are employed with the respective Consultant to submission of this proposal:** Yes, and the Consultant has to submit Proof of employment for last two years to be attached in shape of salary slip and appointment letter, a proof of employment failure to which results in non-consideration of staff. Degree of employees should be attached.
3.5	Proposal shall be submitted in **English** language.
3.6	Consultant firm may associate with other firms:- **NO**
3.7	Training is not a specific component of this assignment.
3.8	**Costs may be expressed in currency (s) :-** **Pakistani Rupees**
3.9	Following supervision staff will be deputed on site by the consultant during supervision phase,

S.NO	Description	No's
1	Resident Engineer	01
2	Site Inspector-Civil	01
3	Site Inspector- Public Health (Intermittent two visit per month or as per site/client requirement)	01
4	Site Inspector-Electrical and Networking (Intermittent two visit per month or as per site/client requirement)	01

4.1	**The number of copies of the Technical Proposal required is:** Original One (1) Copies One(1) **The number of copies of the Financial Proposal (in sealed envelope) required is:** Original One (1)
4.5	**Proposals to be submitted at:** **Office of the Project Director** **The date and time of the proposal submission is:-**

	Date:- 21 July 2022- Time:- 11: 30 Hrs.
4.6	**Validity of the proposal is:** 180 Days
5.1	Deleted.
5.2	**The date, time and address for the Technical proposal opening is:** **Date:- 21 July 2021 Submission Time:** **Hrs.** **Bids opening Time: 12.00 Hrs** **Place of Proposal Opening: Office of Project Director (ECD-P) UAF**
5.5	**Deleted**
6.3	**The assignment is expected to commence on:** To be informed later on **Time Period for this Project is: 15 Months** **Design Phase: 02 Month** **Detail Construction Supervision Phase: 13 Months**
7.1	All Site Facilities including Site Office and transport of Consultant Site Staff will be borne 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

TECHNICAL PROPOSAL - STANDARD FORMS

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

Refer to Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 1 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience
A Consultant's Organization
B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
C On the Terms of Reference
D On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment and quality control policy.

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

TECH-9 Historical Financial Performance.

TECH-10 Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as pre-qualified by HEC)

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

We are submitting our Proposal in association with: [*Insert a list with full name and address of each JV Consultant*][2]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

3 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with:* "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

4 [*Delete in case no association is foreseen.*]

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity (including organ gram) and each associate for this assignment.*]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Consultant's Experience

SUMMARY OF SIMILAR ASSIGNMENTS (DEVELOPMENTAL WORKS OF UNIVERSITIES)

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

i. A maximum of 05 similar ongoing/completed assignments (developmental works of Universities only) of worth of Rs. 50.0 million & above

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	Nº of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Summary of similar assignments (developmental works of Govt. Sector other than Universities)

A maximum of 05 similar ongoing/completed assignments (developmental works of Govt. Sector Other Than Universities) of worth of Rs. 50.0 million & above

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N^{o} of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	N^{o} of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

FORMTECH- 4 DESCRIPTION OF APPROACH, METHODOLOGY ANDWORK PLAN FOR PERFORMING THEASSIGNMENT

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

e) Technical Approach and Methodology,
f) Work Plan, and
g) Organization and Staffing,
h) Quality Control Policy.

d) **Technical Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

e) **Work Plan**. In this chapter you 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 the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

f) **Organization and Staffing**. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
Submit organ gram plan/chart for site supervision team & their core responsibilities/ methodology.

d) **Quality Control Policy** 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.

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORMTECH-6 CURRICULUM VITAE (CV) FOR PROPOSEDPROFESSIONAL STAFF

11. Proposed Position [*only one candidate shall be nominated for each position*]: _____

12. Name of Firm [*Insert name of firm proposing the staff*]: _____

_____

13. Name of Staff [*Insert full name*]: _____

14. Date of Birth:_____**Nationality**: _____

15. CNIC No (if Pakistani**):_____or Passport No:_____**

16. Education:

Degree	*Major/Minor*	*Institution*	*Date (MM/YYYY)*

17. Membership of Professional Associations: _____

_____

18. Other Training [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

_____

_____

19. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

_____

20. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

Employer	*Position*	*From (MM/YYYY)*	*To (MM/YYYY)*

11. Detailed Tasks Assigned

[*List all tasks to be performed under this assignment*]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

1) Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

2) Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

4) Name of assignment or Project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

5) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

6) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: ____

Note:- Degrees of employers, proof of employment for last two years in shape of salary slip and appointment letter should be attached with technical proposal.

FORM TECH-7 STAFFING SCHEDULE[1]

Full time input
Part time input

Year:_____																
N°	Name of Staff	Staff input (in the form of a bar chart)[2]												Total staff-month input		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field[3]	Total
1		[*Home*] [*Field*]														
2																
3																
		[*Home*] [*Field*]														
											Total					

4 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
5 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
6 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8 WORK SCHEDULE

Year:_____

N°	Activity[1]	Months[2]											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

3 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other bench Points such as Client approvals. For phased assignments indicate activities, delivery of reports, and bench Points separately for each phase.

4 Duration of activities shall be indicated in the form of a bar chart.

FORMTECH-9 HISTORICAL FINANCIAL PERFORMANCE

Average annual consultancy turnover for last Five (05) years as under:-

Average Annual Turnover for last Five (05) Years	
Years	**In PKR**
2017-2018	
2018-2019	
2019-2020	
2020-2021	
2021-2022	
Total:-	
Average:-	

Note:- Attach documentary proof of audited financial statements from chartered accountant of last Five years

FORM TECH-9 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 ("CNIC") 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**:**

1. _____

2._____

NOTARY PUBLIC:

_____

[INSERT NAME OF GUARANTOR]

For:

_____

By:
Its:

APPENDIX-II

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL - STANDARD FORMS

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in RFP.

[*The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided in the RFP.*

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-2A	Financial Proposal/Bid Sheet for Design Phase
FIN-3	Breakdown of Costs by Activity
FIN-4	Breakdown of Remuneration
FIN-5	Reimbursable expenses
Appendix:	Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]]. This amount is inclusive of all the applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs(Pak Rupees)
Total Costs of Financial Proposal	
a. Design Phase (2 Month)	
b. Supervision Phase (For 13 Months)	
Grand Total:-	
Grand Total (In words)	

Note:-

1. The Total Contract amount shall be paid as per payment schedule given in TOR
2. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.). which will be recovered at source at the time of making payment)

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2A Financial Proposal/Bid Sheet for Design Phase

Financial Proposal for Procurement of Consultancy Services for project tiled **" Establishment of Capacity Building Center at University of Agriculture Faisalabad"** as Per TOR for Detail Engineering /Architectural Design Preparation of Bidding Documents/ Engineer Estimate, Detailed Construction Supervision & Monitoring of :-

Sr #	Description	Unit	Construction cost	Quoted Rate in PKR	Amount PKR
	Establishment of Capacity Building Center at University of Agriculture Faisalabad	%age of construction cost	Rs.229.072 Million		**(construction cost × quoted rate) ÷ 100**

Note:-

3. The Total Contract amount shall be paid as per payment schedule given in TOR.
4. The amount quoted involves all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).
3. The base price for the project for evaluation of financial proposal will be same as mentioned in para 1.4 of TOR.
4. Initially, the construction cost for the purpose of financial bid, should be taken as **Rs.229.072 Million**. Moreover, payments to the consultants till award of civil works will be made according to the said amount.
5. 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.
6. 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.
7. 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.
8. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any)
9. The client will deduct 10% of each payment as security which would be released After 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

10. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment)

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY[1]

Group of Activities (Phase):[2]	**Description:**[3]
Cost component	Costs (Pak Rupees)
Remuneration	
Reimbursable Expenses	
Subtotals	

Note:- Above quoted % age rates & other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment.

5 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in FormFIN-2.

6 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of FormTECH-8.

7 Short description of the activities whose cost breakdown is provided in this Form.

8 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4 and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____				
Name 2	**Position**[3]	**Staff-month Rate**[4]	**Input**[5] (Staff-months)	Pak Rupees
Staff				
		[*Home*]		
		[*Field*]		
		[*Home*]		
		[*Field*]		
			Total Costs	

7 Form FIN-4 shall be filled for each of the Forms FIN-3provided.
8 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
9 Positions of Professional Staff shall coincide with the ones indicated in FormTECH-5.
10 Indicate separately staff-month rate and currency for home and fieldwork.
11 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
12 Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name[2]	Position[3]	Staff-month Rate[4]
Staff		
		[*Home*] [*Field*]
		[*Home*] [*Field*]

5 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

6 Professional Staff should be indicated individually; Support Staff should be indicated per category(e.g.: draftsmen, clerical staff).

7 Positions of the Professional Staff shall coincide with the ones indicated in FormTECH-5.

8 Indicate separately staff-month rate and currency for home and fieldwork.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES[1]

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____					
N°	**Description**	**Unit**	**Unit Cost**	**Quantity**	**Pak Rupees**
	Per diem allowances	Day			
	Miscellaneous travel expenses	Trip			
	Communication costs between [*Insert place*] and [*Insert place*]				
	Drafting, reproduction of reports				
	Use of computers, software				
	Local transportation costs				
	Office rent, clerical assistance				
				Total Costs	

2 Indicate unit cost and currency.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description	Unit	Unit Cost
	Per diem allowances	Day	
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	Drafting, reproduction of reports		
	Use of computers, software		
	Local transportation costs		
	Office rent, clerical assistance		

2 Indicate unit cost and currency.

Sample Form

Consulting Firm:

Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(f) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than withinthenormalannualsalaryincreasepolicyasappliedtoallthefirm'sstaff;

(g) attached are true copies of the latest salary slips of the staff members listed;

(h) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(i) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(j) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____

[Name of Consulting Firm]

_____ _____

Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Fee[2]	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Field									

3. Expressed as percentage of1
4. Expressed as percentage of4

TERMS OF REFERENCE (TOR)

FOR

HIRING OF ENGINEERING CONSULTING FIRM FOR

ESTABLISHMENT OF CAPACITY BUILDING CENTER AT UNIVERSITY OF AGRICULTURE FAISALABAD

UNIVERSITY OF AGRICULTURE, FAISALABAD

June 2022.

1. Introduction:

University of Agriculture, Faisalabad intends to Hire Design and Resident Supervision consultancy services of Firms Prequalified by UAF. The civil works component of approx. Pak **Rs 229.072 Million**. The Scope of Services includes 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.

1.1 Background of the Project.

*University of Agriculture, Faisalabad intends to implement and execute the "*Establishment of Capacity Building Center at University of Agriculture Faisalabad*"*

1.2 Objective of Consultancy.

The objective of hiring Engineering/Architectural Consulting firm is to ensure technical viability of civil work component and implementation of the project.

1.3 Scope of Work/Consultancy Services.

a) Design Phase

The consultant shall be responsible for soil investigation, topographic map, master plan and preparation of architectural plans, 3D views, structure design, internal & external water supply and sewerage system, BOQ, cost estimates, rate analysis, tender documents and detail working/construction drawings

b) Resident Supervision

Complete Resident Supervision of the project to ensure Quality of Work as per specifications and Quantity as per BOQ. Verifications of all Interim Bills and Final Bills submitted by Contractor. As built Drawings of Project. Handing Over of completed project back to Client with complete documentation.

1.4 **Civil Works Components/Tasks: -**

1.4.1

Sr No		Name of Sub Projects	No. of Units	Covered Area (Approx (Sft)
1		Capacity Building Center		
	i)	Ground Floor Plan	1	11313 SFT
	ii	First Floor Plan	1	10665 SFT
	iii	Second Floor Plan	1	10665 SFT
	iv	Car Parking	1	2000SFT
	v	External Development		
	vi	HVAC(20000 Sft) as per requirement		
		Total covered Area:-		**34643 Sft**
		Cost of Building		**Rs. 229.072 (M)**

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.

- Detailed Architectural/Engineering, structural design of aforesaid buildings. Internal Services (Electrical, Water Supply, Sewerage System, Sui Gas, Telephone/Data Network, etc.)
- Detailed Architectural/Engineering design of External Developmental Works of Compound Wall, Main Gate with Security Room, Water Supply System, Sewerage System, Electrical System Sui Gas Works, Roads, Walkways, Vehicle Parking etc.
- The consultant should take care of latest building codes along with latest codes and standards.
- Preparation of Tender/Construction Drawing and Tender Documents
- Preparation of Bill of Quantities (BOQs)/Engineer Estimates and Tender/Bid Documents.
- Client assistance in the prequalification of the contractors.
- Bids/Tenders evaluation, Comparative Statement.
- 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.

1.5 **Terms of Reference.**

Terms of reference has been developed on the basis of scope of work and are produced in the following sections.

2.1 **Data Collection.**

i. Obtain University's priorities, preferences, parameter, criteria and other similar information for the implementation of the project.

ii. The Consultants shall collect all necessary data regarding the user's requirements of the proposed site, its surroundings climate and materials etc, which information is required for proper planning and design of project,

3.1 **Infrastructure Facilities.**

3.1.1 **Preliminary Design.**

Prepare and submit schematic architectural design of buildings as per client requirement.

3.1.2 **Submissions.**

The consultants shall submit two sets of preliminary architectural schematic designs for the approval of Competent Authority of the University. Any changes suggestions or recommendations made by the Competent Authority of the University will be discussed jointly.

The University shall retain one set of marked drawings showing corrections and proposed changes, which will be incorporated in the next phase and will return one set of marked drawings showing the proposed correction changes for further necessary action by Consultant.

Making presentation at various stage of designing as per requirement the Competent Authority of University and their Final Approval.

The suggestion of Competent Authority of the University shall be incorporated in the final architectural schematic drawings.

The consultants shall submit five sets of final architectural schematic designs and drawings, along with a soft copy, for reference and record for the University.

3.1.3 **Detailed Designs.**

i) Incorporating the Competent Authority suggestions and comments, if any to undertake the final engineering design of the buildings and detailed design of various components.

ii) The consultants shall update the cost estimate after completion of design development/detailed design stage.

3.1.4 **Final Design Phase.**

- Prepare final specifications set forth in the detail for the works to be done and the materials, workmanship and equipment required for the works.

- Prepare analysis of non-scheduled rates for the major items of work covered in the cost estimates and not available in the Composite Schedule of Rates/MRS, Punjab.

- Prepare a final computer aided based estimate of cost based on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution time frame. The consultants are required to submit complete printout, each signed by an estimator and a checker.

4.1.3 **Detailed Engineering Designs.**

Based on drawings and documents prepare and approved during the architectural design stage, After incorporating the University's and HEC suggestions and comments the consultant shall:-.

i. **Design/plans of the Project shall include the following:-**
Exact locations of internal water supply, internal sewerage, telephone, gas networks and electric lines in plans and section of building.

ii. Prepare computer aided detail drawings consisting of :-
- Topographic Map and Master Plan.
- Architectural plan of all floors.
- Structural drawings of slabs, beams and columns.
- Internal & External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).
- Detail Design of all allied external services like External electrification with standby generators system, Water Supply, Sewerage System, Roads/Footpath/ Street lights, drainage system , Landscaping and development of play grounds/Sports area, etc.
- Any other design/drawings necessary for the successful completion of the facility.

iii. Prepare & submit analysis of rates for the major items of work covered in the cost estimates and not available in the composite schedule of rates/MRS, Punjab.

iv. Prepare & submit a final computer aided based estimate of cost base on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution timeframe. The consultants are required to submit complete printout, each signed by the estimator and a checker for Technical Sanction.

v. Certify the correctness and adequacy of design and estimate.

vi. Provide certification on all structural drawings duly signed for Technical Sanction.

4.1.4 **Submissions**.

The consultant shall submit the seven sets of detailed Architectural & Engineering and Structure Design/Drawings (along with AutoCAD soft copy), pertaining to each civil works component/ sub project i.e. Internal &External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).

4.1.5 **Construction Phase.**

The Consultants shall prepare the detailed working/construction drawings for each civil works component/sub-project and allied works/ services including water supply/sewerage system etc.

i. Prepare and submit setting out plan, earth work excavation profiles/plans, any amended/modified design and drawings as may be necessary during execution of works at the site.

iii. Detailed structural design, drawings, etc.

iv. Detailed drawings for internal and external electrification with stand by generators system, power distribution and sub-station, electric panels, plumbing, internal and external services, external development, allied services, mechanical and other infrastructure works.

v. Details design of doors, windows, floor pattern, washrooms, kitchens, internal and external finishes and cladding, false ceiling, laboratory counters & fixtures, design and specifications of any specialized equipment and any other works which may be required for project.

4.1.6 **Submissions.**

The consultants shall submit to University seven sets of the above final detail Design/drawings documents, along with a soft copy.

4.1.7 **Tender/Bid Documentation**

i. Preparation of detailed cost estimate for grant of Technical Sanction estimate.

ii. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.

iii. Preparation of complete tender/bid documents comprising of BOQ, tender drawings, specifications.

iv. Attending Bid proceedings comprising of recording of minutes of meeting, preparation and signing of Bid evaluation report for hiring of contractor.

v. Preparation, and submission of contract agreement on approved format.

vi. Preparation and submission of work plan bases on MS Project or primavera.

vii. Approval of drawing and its presentation to HEC Steering committee.

4.1.8 **Submissions.**

The consultants shall submit to University five sets of the above final detail Design/drawings documents, along with a soft copy.

Core Team for Designing

Design staff should have the minimum qualification & experience depicted as under:-

Ser #	Designation	Qualification/Experience	No. of Posts
1	Senior Architect	M. Arch member of PCATP in good standing having 15 years or above of total experience of working on similar building projects of which 5 years must be as a team leader. or Bachelor of Architect with 20 years relevant experience. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as team leader.	1
2.	Senior Structural Engineer	Master's Degree 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).	1
3.	Senior Quantity Surveyor	DAE Civil in good standing, Having 15 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	1
4.	Electrical & Public Health Engineer	MEP Engineer - B.Sc. (Electrical, Mechanical & Public Health) member of PEC in good standing. Having 10 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	2

Design Stage (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 (after approval)	10% of the amount due to the consultant under the head
2	Upon submission of final drawings/ designs of the project including detail structure design and drawings, detail architectural drawings with 3D Views, electrical designs, plumbing designs, Sui Gas, Sewerage, internet, Telephone, etc and other Allied Services and after approval from Client committee and HEC committee.	20% of the amount due to the consultant under the head
3	Upon submission of detail working /construction drawings.	15% of the amount due to the consultant under the head
4	Upon submission of detail documents, tender & bid documents, BOQs, drawings and specification etc on the format agreed with client.	15% of the amount due to the consultant under the head
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 contractors.	10% of the amount due to the consultant under the head.
7	Upon successful completion of the design phase.	05% of the amount due to the consultant under the head
8	Upon submission of Revised Drawings / As Built Drawings	05% of the amount due to the consultant under the head
9.	Upon successful Handing Over of completed project to Client	10% of the amount due to the consultant under the head

Note:

1. Preparation modified drawings/documents at any stage of execution without additional charges if required by the Client.

2. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

Deduction of Securities and Income Tax

i. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

ii. Income Tax and sale Tax will be deducted as per prevailing rates.

6.1. **Time Duration for the Assignment.**

The target time for completion of the Design Phase is 02 months.

Deliverables

a) **Design Phase**

i.	Inception Report	03-Copies.
ii.	Draft Detailed Design Report	03-Copies.
iii.	Draft Architectural & Structural Designing and Drawings for submission to HEC for approval.	03-Copies.
iv.	Architectural & Structural Designing and Drawings after Approval	03- Copies.
v.	Detailed Working drawings	03-Copies
vi	Tender/Bid Documents, Drawings and Specifications	3-Copies.
vii.	Detail Cost Estimate	3-Copies.
viii	Bid Evaluation Report and Comparative Statement	3-Copies.
ix	Soft Copies (Editable) of all approved drawings and all documentations.	

7. Phase – II) Resident Supervision Stage

7.1 Services for Resident Supervision of Civil Works Electrical, Mechanical, Plumbing and external development Works

The duties and functions for the consultant will include but not limited to the following: -

i) 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 specifications and agreement documents with due diligence, efficiency and its importance with the best Engineering practice and consulting standards for construction of all components.

ii) The Consultant will be responsible for Resident Supervision of the work by a qualified Graduate Engineer in the respective discipline, earthling system, External sewerage system & Disposal External water supply system (According to the requirement of site) etc.

iii) The Consultant shall certify that the works have been/being executed as per design and drawings standard specification, technically sanctioned estimates and within the provision of contract agreement.

iv) The Consultant shall certify that the works are executed in accordance with the established standard criteria and procedure.

v) The consultant shall ensure that the construction schedule provided in the contract agreement is strictly followed by the contractor.

vi) The consultant shall certify that the construction material brought by the contractors to be used in the construction works is in accordance with the specification and got tested as per standards practices laid down in specifications and will also ensure the quality control of works.

vii) The consultant shall report/advise to the client on any issue/problem arising in construction work during the execution of work and suggest remedial measures.

viii) The consultant will be responsible for testing (on contractor's cost) of:-

a. Material steel (sealed).
b. Concrete Cube, Brick, Cement.
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.

ix) The consultant shall verify the contractor's monthly payments and final payments and certify that payments released to the contractors are for works actually carried out at site and as per rates quoted approved in the tender and as per approved specification.

x) The consultant shall recommend to the Client for issuance of completion certificate stating that the work has been completed as per standard specifications, design drawings, estimates and contract agreement.

xi) One month prior to the expiry of the construction period of the work the consultant shall carry out a detailed final inspection of the work and submit a report to the department pointing out the defects short-comings and deficiencies, if any in the work and will also get them rectify by the contractor, before making recommendation is for the release of security deposit of the contractor.

xii) Consultant fee will be based on input of man month or as negotiated.

xiii) The consultant shall perform duties as Representative of client to supervise the construction work as per objective and scope of work with the best professional and consulting practice in a proactive manner to ensure that the project is completed as per target schedule set forth by the client.

xiv) In carrying out the assignment the consultant shall undertake the following works:-

a. Issue instruction to the contractor(s) and provide engineering supervision during the execution of work.

b. The consultants will attend and make measurements and computation of quantities of the completed works or any work which is about to be covered and maintain permanent records of all such measurements as basis for progressive payments to the contractors and keep the measurement documents are records in safe custody.

c. The consultant will maintain daily record of check requests/tests performed and approval correspondence and site diaries supported with pictorial evidence (both hard and soft form) and shall submit the record of daily inspection reports all the test made to the client on fortnight basis in an electronic form as well as through hard copy.

d. Prepare monthly progress reports maintain estimate and comparative statement of project costs and submit reports to the client.

e. Will make liaison between the client and contractor.

f. Approve the material testing and deficiencies reports in respect of the same to client.

g. Require, monitor and review the results of Tests to be carried out by the Contractor in accordance with the construction requirements.

h. Prepare and submit the "as-built" drawings for each component of the works.

xv) The consultant shall from its own source: establish a site office and meet the running/operational expenses.

xvi) The consultant shall supervise the construction activity in all matters concerning worker safety and care and advise the contractor/client on any problem arising in the construction work during its execution.

xvii) The consultant shall check systematically the progress of work according to the construction schedule of the agreement and shall submit monthly progress report in the prescribed format to client pointing out the deficiencies and suggest remedial measure.

xviii) Consultant shall be responsible for getting all such defects rectified from the concerned contractors(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.

xix) Client shall authorize his representative which may regularly visit the site of checking resident supervision of the consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work a site.

xx) The detailed construction supervision shall include planning, guidance, programming, inspection monitoring of construction activities and contractor's performance, Quantity and quality assurance, implementation of work plans and drawings as per design and specification.

xxi) Preparation and verification of variation orders and maintaining record of correspondence with the contractor and other stakeholders.

xxii) 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.

xxiii) The quality and quantity assurance shall be the sole responsibility of the consultants.

xxiv) 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.

7.2 **Staffing Requirement for Resident Supervision and their Responsibilities: -**

The Engineering Constriction Department of the University of Agriculture Faisalabad shall administer the Civil Work contracts. The consultants will help the project management office in decision making and shall be responsible for the quality and quantity control as per agreed laid down standards/specifications. Resident Supervision shall be provided for all activates throughout the construction period without break through qualified & experienced supervisory staff that shall perform their duties with due diligence and efficiency. Supervisory staff

should have the following minimum qualifications and experience: -

Ser #	Description	Nos	Qualification/Experience
1	Resident Engineer	1	Qualified M.Sc. or B.Sc Engr.(civil) member of PEC in good standing Having 20 years or above of total experience for BSc or 15 Years or above of total Experience for MSc working on similar building projects of which 5 years must be as a Resident Engineer. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as Resident Engineer.
2.	Site Inspector Electrical, Networking (Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
3.	Site Inspector Civil	1	Qualified DAE member in good standing. Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a Site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
4.	Site Inspector Public Health(Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.

Note:-

a. The Client will have a right to reduce/suspend the propose staff keepin view the pace of work/funding position.

b. The Client will have the right to fire/ withdraw of any supervisory staff services without any reasons and justifications.

7.3 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.

7.4 **Completion and Handing Over: -**

7.4.1 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.

7.4.2 The consultant shall be fully responsible for preparation & approval of PC-IV from the competent forum.

7.4.3 Prepare list/inventory and hand over to the Client, all correspondence with Contractor(s) dairies, testing of materials, IPCs. FPCs/final accounts, claims/disputes, court cases and assets etc on completion.

7.4.4 The Consultant shall be responsible for successful handing over of the project by the Contractor to the Client in accordance with the Contract Documents.

7.5 **Reporting Requirement/Deliverables.**

7.5.1 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 Contractor(s) with a comparison via-a-vis 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 Liner 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 the issues.

e. Maintaining estimate and comparative statement of project costs.

All record at the end of the project shall become the property of client.

7.5.2 **Technical/Laboratory Reports:**

The consult shall produce necessary technical reports, lab reports (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.

7.5.3 **Inspection Reports: -**

a. The consultant shall keep the record of daily inspection & material test (in respect of receipt reports in the prescribed forms at the site office and submit it to the client on weekly basis.

b. One month prior to the expiry of completion period the consultant shall carry out a detailed final inspection of the work and submit a report to the client pointing out the defects in the work if any.

c. Give notices to the contract for the any defect/deficiency and ensure their timely rectifications in case of persistent delay in the compliance of the directions issued by him appropriate action against the Contractor shall be taken/recommended to the Client under clauses on Contract Agreement.

d. The consultant shall be responsible for getting all such defects rectified from the concerned contract(s) and final payment(s) of the contractor(s) shall be verified only after satisfactory removal of the defects.

e. The consultant shall keep record of the daily inspection report and inform the Project Director about the potential problems which may arise an hamper progress of work besides making suitable recommendations for their solution at a minimum expense.

f. The consultant shall also be responsible for maintaining complete record of correspondence with the (contractors and other agencies, etc Copy of such record shall be provided to Client on regularly for its evaluation/ record.

7.5.4 **Final Completion Reports: -**

The consultants will prepare a comprehensive final report (5 hard copies with one soft copy) for the contract on substantial completion. This report shall summarize the method of construction location, details of works carried out, construction supervision performed during the project with visible and invisible benefits of the project by considering various indicators such as social-economic uplift, literacy, industrialization, job opportunities The report shall contain: -

a. 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.

b. Project quantities, Folders along with soft copy.

c. Comparison of initial and final BOQs.

d. Deduction sheet, if any, based on handing over reports.

7.5.5 Post Completion Stage: -

a. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.

b. Processing and recommendation of contractor's security after successful completion of defect liability period.

c. 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.

7.5.6 **Project Diary: -**

The consultant shall monitor and appraise progress of work and maintain daily project diary by recording all events pertaining to the administration of the contract, which may be of assistance in resolving claims, disputes and queries if any.

8. **Time Duration for Supervision Stage**

The time duration for the supervision stage of the proposed project is as under 13 months. However, the supervisory staff will be curtailed proportionately with regard to completion of the project.

Mode of Payment (Supervision Phase)

i. Interim detailed supervision charges will be paid, by taking into account the actual verified on Man Month basis as in the contract agreement.

ii. All payments will be made subject to availability of funds. 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 Executive Engineer for payment purpose.

iii. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

iv. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

v. 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.

Deliverable (Supervision Phase)

i)	Monthly Progress Report	3-Copies.
ii).	Inspection Report of works of each visit during construction of the building.	03- Copies
iii)	Construction Drawings	3-Copies
iv)	Assistance and preparation of completion report / P.C. IV	3-Copies
v)	As build drawings	3-Copies.
vi)	Post completion Report	3-Copies.
vii)	Soft copy (Editable) of all	

9. **Liability**

Professional liability as stated in the prevalent conduct and practice of consulting engineering prescribed by PEC and as given under Rule 54 of Punjab Procurement Rule 2014 shall be applicable to the consultant.

10. **Role of the Client**

University of Agriculture Faisalabad will provide necessary inputs regarding design and supervision of the project components.

Time Duration: -

Time for design phase	02 month
Time for supervision phase	13 months

D R A F T C O N T R A C T

Consulting Services

Lump-Sum

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Preface

3. 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.

4. 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.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name_____

Contract No._____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

III. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter referred to as the "Contract") is made on the ____ day of the month of _____, 20___.

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;

   (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. _____

IV. General Conditions of Contract

A. General Provisions

1. Definitions

1.2. 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

2.2. 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

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

4. Language

4.2. 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

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

6. Communications

6.3. 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**.

6.4. 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

7.2. 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

8.2. 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

9.2. 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

b. Fraud and Corruption

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

(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 Clint 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 miss procurement 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 nominated[2] 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.

b. Commissions and Fees

10.4. 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

[2] 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.

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

11.2. 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.

12. Commencement of Services

13.2. 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**.

13. Expiration of Contract

14.2. 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**.

14. Entire Agreement

15.2. 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.

15. Modifications or Variations

16.2. 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.

16. Force Majeure

a. Definition

17.10. 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.

17.11. 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.

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

b. No Breach of Contract

17.13. 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

17.14. 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.

17.15. 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.

17.16. 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.

17.17. 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.

17.18. 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.

17.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.

18.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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 GCC25.2 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).

25. 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.

26. 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**.

27. 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

28. 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.**

29. 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.

30. 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

31. 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**.

32. 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.

33. 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

34. 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.**

35. 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.

36. 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

37. 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**.

38. 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.

39. Currency of Payment

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

40. 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.

41. 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

42. 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

43. Amicable Settlement

All proceedings to settle a dispute will be governed by the rules and regulations of Pakistan Arbitration Act 1940.

DECISION OF ENGINEER If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other Party., the Engineer shall give his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to suitable Clause of the

contract within Three (03) working days.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

COMMITTEE: If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the Tenth (10) day after the day on which he received the reference, then either the Employer or the Contractor may, proceed to the Committee for the settlement of dispute.

The committee will be comprised of following members.

6- The Treasurer, UAF (Convener)
7- Project Director, UAF (Member)
8- Executive Engineer, UAF (Member)
9- Two representatives of Consultant/Engineer (Members)

ARBITRATOR: Any of the parties not satisfied with the decision of the committee may request to The Arbitrator, The Vice Chancellor, UAF, to review for settlement of the dispute. The decision of the arbitrator shall be final and binding on both parties.

COURT JURISDICTION: Only the Courts of Law in Faisalabad City shall have exclusive jurisdiction to adjudicate upon the decision of arbitrator brought by Contractor in relation to this particular contract.

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	**The addresses are:** **Client:** **University of Agriculture, Faisalabad** **Attention:** **Executive Engineer** **E-mail:** **engrabdulmannan8@gmail.com** **Consultant:** _____ **Attention:** _____ **E-mail:** _____
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *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.]* **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*_____ Email: **For the Consultant:** *[name, title]*_____ Email:
11.1	**Effective date:** Date of signing of the Agreement
13.1	**Commencement of Services:** **The number of days shall be seven (07) days.**

	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** 15 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	**"Limitation of the Consultant's Liability towards the Client:** (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: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (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; (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".

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- through Form- of the Consultant's Proposal. Highlight the changes to Section 6 of the RFP]

……

APPENDIX B - KEY EXPERTS

[Insert a table based on Tech-8 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- and Form-] 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- and Form-] 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- 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 (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 ii) 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*."]*

UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)

Procurement of Services of Consulting Firm

FOR

Sr. No.03

ESTABLISHMENT OF FACILITATION CENTER FOR DAY SCHOLAR GIRLS AT UNIVERSITY OF AGRICULTURE FAISALABAD

REQUEST FOR PROPOSAL

Country:	**Pakistan**
Region:	**Faisalabad**
Location:	**Main Campus and PARS Campus University of Agriculture, Faisalabad**
Required Firm Category:	**PEC/PCATP Consultancy Firms already prequalified firms at UAF**

Project Name: Establishment of Facilitation Center for Day Scholar Girls At University Of Agriculture Faisalabad

Project Duration:	**15 Months**

DEFINITIONS:

I. "Client" means University of Agriculture, Faisalabad 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 / Punjab

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. 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. "LCS" means Least Cost 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 like Universities

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 Data Sheet annexed. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft copy of contract is enclosed with the RFP documents.

1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.

1.3 The Client has been entrusted the duty to implement the Project as Executing Agency for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the standard contract for which this RFP is being issued.

1.4 To obtain first-hand information of the Assignment and about the local conditions, you can pay a visit to the Client before submitting a proposal. 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:

VII. 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.

VIII. Incomplete defective proposals and proposals not conforming to the RFP documents shall be liable to rejection.

IX. 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

ix. 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.

x. Pre-bid meeting will be held on showing in data sheet.

xi. 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.

xii. 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:

vii. JV/Consortium of firms can apply only as a same JV/Consortium with a same Lead firm for this RFP.

viii. Subcontracting part of the Assignment to other consultants is not allowed.

ix. The key professional staff proposed shall be permanent employees of the firm for at-least 01 year unless otherwise indicated in the Data Sheet.

x. Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment.

xi. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position & must be supported with PEC & PCATP, registration certificate, duly signed by the key personnel and countersigned/stamped by the firm's competent authority, otherwise it will not be acceptable.

xii. 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:

TECH-1	Technical Proposal Submission Form
TECH-2	Consultant's Organization and Experience A. Consultant's Organization B, Consultant's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client A. On the Terms of Reference B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, Work Plan and Quality Control Policy for Performing the Assignment
TECH-5	Team Composition and Task Assignments
TECH-6	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-7	Staffing Schedule
TECH-8	Work Schedule - (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).
TECH-9	Historical Financial Performance.
TECH-10	Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as mentioned in proposal).

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. Name, full address and partnership deed of the contractors/firms with power of attorney in favour of person authorized.

b. Type of firm i.e A.O.P or Pvt. (Ltd). Etc.

c. Certificate of registration of a Firm with PEC/PCATP.

d. Year of establishment supported by certificate from the Registrar of Firms /SECP.

e. Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC/PCATP) if any.

f. National Tax Number of consultant(s).

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

h. A certificate / affidavit on Stamp Paper of Rs 100/-that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.

i. 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, Resident Supervision, Verification of Interim Bill s and Final Bills submitted by Contractor etc. These costs should be broken into foreign (if applicable) and local costs (if required). Your financial proposal should be prepared using the formats attached as **Appendix-II**, else the proposal of applicant firm will be rejected.

3.8 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.

3.9 Costs may be expressed in Pak Rs. Inclusive of all taxes applicable during the currency of the project.

3.10 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 envelops, 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, Computer Print, 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 interlineations 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 Single Stage Two-Envelope procedure shall be adopted in ranking of the proposals.

Technical Proposal

5.2 The committee of the Client shall carry out its evaluation only to judge eligibility and responsiveness of bidding firm.

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	**The name of the Assignment is:** **Hiring of E/A Consultancy Services** for the project titled **Establishment of Facilitation Center for Day Scholar Girls At University of Agriculture Faisalabad** SALIENT FEATURES OF PROJECT ARE:

Sr. #.	Description	Summary of assignment	Remarks
1	Main Campus	**Ground Floor:** Total covered area 13351 SFT including Multipurpose Hall, Dinning & Meal Space, Electricity Control Room, Attendant Room, Tuck Shop, Store with Smart Self Kitchen	Soil Investigation, topographic map, master Plan and Conceptual Plans, Detailed Engineering /Architectural Design And, Preparation Of Bidding Documents/ Engineer's Estimate, TOR's For Selection Of Contractor, Tender Process, Selection Of Contractor, Detailed Construction Supervision
		First Floor: Total covered area 4511 SFT including Indoor Sports Facility, Changing Room, Academic Discussion Room, ICT Lab with Prayer Room	
2	Near GP Gate	Total covered area 1788 SFT including Multipurpose Hall, Changing Room, Smart Self Kitchen, Prayer Room, Tuck Shop with(02) Waiting Area	
3	Near U Road Gate	Total covered area 4288SFT including Multipurpose Hall, Changing Room, Smart Self Kitchen, Prayer Room, Tuck Shop with(02) Waiting Area	
4	PARS Campus	Total covered area 4288SFT including Multipurpose Hall, Changing Room, Smart Self Kitchen, Prayer Room, Tuck Shop with(02) Waiting Area	
5	Near Endowment Fund	Total covered area 1038SFT including Changing Room, Smart Self Kitchen, Prayer Room with (02) Waiting Area	
6	External Development Works	External Water Supply Works Sewerage System, External Electric Work, External Sui Gas Roads walkway street light etc.	

	Name of the Client : University of Agriculture, Faisalabad **The address of the official is:** **Engr. Abdul Mannan** **Executive Engineer(ECD-P)** Telephone: 041-9200161-70 E-mail: engrabdulmannan8@gmail.com
1.2	**The brief description and the objectives of the assignment are:** **Location** The Project site is located in Main Campus, University of Agriculture, Faisalabad except 4th component which is located at PARS Campus of UAF **Objectives**: 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: (a) Soil Investigation, topographic map, master Plan and Conceptual Plans (b) Preparation of Detailed Designs (Architectural, Structural, Electrical, Public Health), BOQs and detailed Tender Documents for procurement of Contractor. (c) Assist in Procurement of contractors for construction and complete evaluation of Bids of Contracting Firms, Preparation of detailed Comparative Statement. (d) Resident Supervision the construction activities and maintain the quality and progress. (e) Verification of Interim & Final Bills submitted by contractor Details are provided in the TOR.
1.3	**Phasing of the Assignment, if any:** (a) Detailed Design of Building, allied Infrastructure Works as Tender Documentation as per Govt. of the Punjab, PPRA &PPRA Punjab by laws. (b) Detailed Resident Construction Supervision.
1.4	**A Pre-Proposal Conference will not be held.**
1.5	**The Employer shall provide the following inputs:** • Close Coordination • Identification of Project boundary etc and other allied details.
1.6	The client will provide input required for preparation of proposal but any facility of stay and transportation etc will not be provided.
1.7	**Selection Procedure: -**The Consultants shall be selected under the selection method of Least Cost Selection (LCS). The procedure for opening of proposals will follow the principles of P.E.C. **Single Stage-Two Envelope procedure**, which is presented as follows: - *(x) 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. *(xi) Initially, only the envelope marked **"TECHNICAL PROPOSAL"** will be opened as per criteria mentioned in the tender documents and the F**INANCIAL PROPOSAL"** shall be opened only for the once who have fulfilled the criteria for mentioned in tender Documents.* *(xii) 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.* *(xiii) 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 open the FINANCIAL PROPOSALS of the technically qualified firms immediately after.*
2.1	**The Documents are:** 1. Data Sheet 2. Technical Proposal Forms for consultancy services 3. Financial Proposal Form for consultancy services 4. Terms of Reference (TOR) 5. Appendices etc. 6. Draft Form of Contract
2.2	**The address of the Personnel for seeking clarification is:** **Engr. Abdul Mannan** **Executive Engineer(ECD-P)** Telephone: 041-9200161-70 E-mail: engrabdulmannan8@gmail.com
3.4 (iii)	**Proposed key staff shall be employees, who are employed with the respective Consultant to submission of this proposal:** Yes, and the Consultant has to submit Proof of employment for last two years to be attached in shape of salary slip and appointment letter, a proof of employment failure to which results in non-consideration of staff. Degree of employees should be attached.
3.5	Proposal shall be submitted in **English** language.
3.6	Consultant firm may associate with other firms:- **NO**
3.7	Training is not a specific component of this assignment.
3.8	**Costs may be expressed in currency (s) :-** **Pakistani Rupees**
3.9	Following supervision staff will be deputed on site by the consultant during supervision phase,

S.NO	Description	No's
1	Resident Engineer	01
2	Site Inspector-Civil	01
3	Site Inspector- Public Health (Intermittent two visit per month or as per site/client requirement)	01

	4	Site Inspector-Electrical and Networking (Intermittent two visit per month or as per site/client requirement)	01	

4.1	**The number of copies of the Technical Proposal required is:** Original One (1) Copies one(1) **The number of copies of the Financial Proposal (in sealed envelope) required is:** Original One (1)
4.5	**Proposals to be submitted at:** **Office of the Project Director** **The date and time of the proposal submission is:-** **Date:- 21 July 2022- Time:- 11: 30 Hrs.**
4.6	**Validity of the proposal is:** 180 Days
5.1	Deleted.
5.2	**The date, time and address for the Technical proposal opening is:** **Date:- 21 July 2021 Submission Time: 11.30 Hrs.** **Bids opening Time: 12.00 Hrs** **Place of Proposal Opening: Office of Project Director (ECD-P) UAF**
5.5	**Deleted**
6.3	**The assignment is expected to commence on:** To be informed later on **Time Period for this Project is: 15 Months** **Design Phase: 02 Month** **Construction Supervision Phase: 13 Months**
7.1	All Site Facilities including Site Office and transport of Consultant Site Staff will be borne 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

TECHNICAL PROPOSAL - STANDARD FORMS

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

Refer to Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 1 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience
A Consultant's Organization
B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
E On the Terms of Reference
F On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment and quality control policy.

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

TECH-9 Historical Financial Performance.

TECH-10 Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as pre-qualified by HEC)

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

We are submitting our Proposal in association with: [*Insert a list with full name and address of each JV Consultant*][2]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

5 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with:* "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

6 [*Delete in case no association is foreseen.*]

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity (including organ gram) and each associate for this assignment.*]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Consultant's Experience

SUMMARY OF SIMILAR ASSIGNMENTS (DEVELOPMENTAL WORKS OF UNIVERSITIES)

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

i. A maximum of 05 similar ongoing/completed assignments (developmental works of Universities only) of worth of Rs. 50.0 million & above

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	Nº of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Summary of similar assignments (developmental works of Govt. Sector other than Universities)

A maximum of 05 similar ongoing/completed assignments (developmental works of Govt. Sector Other Than Universities) of worth of Rs. 50.0 million & above

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N^{o} of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	N^{o} of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

FORMTECH- 4 DESCRIPTION OF APPROACH, METHODOLOGY ANDWORK PLAN FOR PERFORMING THEASSIGNMENT

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

i) Technical Approach and Methodology,
j) Work Plan, and
k) Organization and Staffing,
l) Quality Control Policy.

a) **Technical Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan**. In this chapter you 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 the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing**. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
Submit organ gram plan/chart for site supervision team & their core responsibilities/ methodology.

d) **Quality Control Policy** 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.

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORMTECH-6 CURRICULUM VITAE (CV) FOR PROPOSEDPROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

_____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**:_____**Nationality**: _____

5. **CNIC No (**if Pakistani**):_____or Passport No:_____**

6. **Education:**

Degree	***Major/Minor***	***Institution***	***Date (MM/YYYY)***

7. **Membership of Professional Associations**: _____

_____

8. **Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

_____

_____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

_____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

Employer	***Position***	***From (MM/YYYY)***	***To (MM/YYYY)***

11. Detailed Tasks Assigned

[*List all tasks to be performed under this assignment*]

a. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

i. Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

ii. Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

7) Name of assignment or Project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

8) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

9) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: ____

Note:- Degrees of employers, proof of employment for last two years in shape of salary slip and appointment letter should be attached with technical proposal.

FORM TECH-7 STAFFING SCHEDULE[1]

Full time input
Part time input

Year:_____																
N°	Name of Staff	Staff input (in the form of a bar chart)[2]												Total staff-month input		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field[3]	Total
1		[*Home*] [*Field*]														
2																
3																
		[*Home*] [*Field*]														
											Total					

7 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
8 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
9 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8 WORK SCHEDULE

Year:_____

N°	Activity[1]	Months[2]											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

5 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other bench Points such as Client approvals. For phased assignments indicate activities, delivery of reports, and bench Points separately for each phase.

6 Duration of activities shall be indicated in the form of a bar chart.

FORMTECH-9 HISTORICAL FINANCIAL PERFORMANCE

Average annual consultancy turnover for last Five (05) years as under:-

Average Annual Turnover for last Five (05) Years	
Years	**In PKR**
2017-2018	
2018-2019	
2019-2020	
2020-2021	
2021-2022	
Total:-	
Average:-	

Note:- Attach documentary proof of audited financial statements from chartered accountant of last Five years

FORM TECH-9 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 ("CNIC") 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**:**

1. _____

2._____

NOTARY PUBLIC:

_____

[INSERT NAME OF GUARANTOR]

For:

_____

By:

Its:

APPENDIX-II

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL - STANDARD FORMS

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in RFP.

[*The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided in the RFP.*

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-2A	Financial Proposal/Bid Sheet for Design Phase
FIN-3	Breakdown of Costs by Activity
FIN-4	Breakdown of Remuneration
FIN-5	Reimbursable expenses
Appendix:	Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]]. This amount is inclusive of all the applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs(Pak Rupees)
Total Costs of Financial Proposal	
a. Design Phase (2 Month)	
b. Supervision Phase (For 13 Months)	
Grand Total:-	
Grand Total (In words)	

Note:-

1. The Total Contract amount shall be paid as per payment schedule given in TOR
2. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.). which will be recovered at source at the time of making payment)

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2A Financial Proposal/Bid Sheet for Design Phase

Financial Proposal for Procurement of Consultancy Services for project tiled **" Establishment of Facilitation Center of Day Scholar Girls at University of Agriculture Faisalabad"** as Per TOR for Detail Engineering /Architectural Design Preparation of Bidding Documents/ Engineer Estimate, Detailed Construction Supervision & Monitoring of :-

Sr #	Description	Unit	Construction cost	Quoted Rate in PKR	Amount PKR
	Establishment of Facilitation Center of Day Scholar Girls at University of Agriculture Faisalabad	%age of construction cost	Rs.163.829 Million		**(construction cost × quoted rate) ÷ 100**

Note:-

1. The Total Contract amount shall be paid as per payment schedule given in TOR.
2. The amount quoted involves all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).
3. The base price for the project for evaluation of financial proposal will be same as mentioned in para 1.4 of TOR.
4. Initially, the construction cost for the purpose of financial bid, should be taken as **Rs.163.829 Million**. Moreover, payments to the consultants till award of civil works will be made according to the said amount.
5. 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.
6. 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.

7. 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.

8. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any)

9. The client will deduct 10% of each payment as security which would be released After 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

10. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment)

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY[1]

Group of Activities (Phase):[2]	**Description:**[3]
Cost component	Costs (Pak Rupees)
Remuneration	
Reimbursable Expenses	
Subtotals	

Note:- Above quoted % age rates & other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment.

9 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in FormFIN-2.

10 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of FormTECH-8.

11 Short description of the activities whose cost breakdown is provided in this Form.

12 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4 and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____				
Name 2	**Position**[3]	**Staff-month Rate**[4]	**Input**[5] (Staff-months)	Pak Rupees
Staff				
		[*Home*]		
		[*Field*]		
		[*Home*]		
		[*Field*]		
			Total Costs	

13 Form FIN-4 shall be filled for each of the Forms FIN-3provided.
14 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
15 Positions of Professional Staff shall coincide with the ones indicated in FormTECH-5.
16 Indicate separately staff-month rate and currency for home and fieldwork.
17 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
18 Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name[2]	Position[3]	Staff-month Rate[4]
Staff		
		[*Home*] [*Field*]
		[*Home*] [*Field*]

9 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

10 Professional Staff should be indicated individually; Support Staff should be indicated per category(e.g.: draftsmen, clerical staff).

11 Positions of the Professional Staff shall coincide with the ones indicated in FormTECH-5.

12 Indicate separately staff-month rate and currency for home and fieldwork.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES[1]

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____					
N°	**Description**	**Unit**	**Unit Cost**	**Quantity**	**Pak Rupees**
	Per diem allowances	Day			
	Miscellaneous travel expenses	Trip			
	Communication costs between [*Insert place*] and [*Insert place*]				
	Drafting, reproduction of reports				
	Use of computers, software				
	Local transportation costs				
	Office rent, clerical assistance				
				Total Costs	

3 Indicate unit cost and currency.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description	Unit	Unit Cost
	Per diem allowances	Day	
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	Drafting, reproduction of reports		
	Use of computers, software		
	Local transportation costs		
	Office rent, clerical assistance		

3 Indicate unit cost and currency.

Sample Form

Consulting Firm:

Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(k) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than withinthenormalannualsalaryincreasepolicyasappliedtoallthefirm'sstaff;

(l) attached are true copies of the latest salary slips of the staff members listed;

(m) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(n) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(o) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____

[Name of Consulting Firm]

_____ _____

Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Fee[2]	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Field									

5. Expressed as percentage of1
6. Expressed as percentage of4

TERMS OF REFERENCE (TOR)

FOR

HIRING OF ENGINEERING CONSULTING FIRM FOR

ESTABLISHMENT OF FACILITATION CENTER FOR DAY SCHOLAR GIRLS AT UNIVERSITY OF AGRICULTURE FAISALABAD

UNIVERSITY OF AGRICULTURE, FAISALABAD

June 2022.

1. Introduction:

University of Agriculture, Faisalabad intends to hire for Design and Resident Supervision consultancy services of Firms Prequalified by UAF. The civil works component of approx. Pak **Rs 163.829 Million**. The scope of work include 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.

1.1 Background of the Project.

*University of Agriculture, Faisalabad intends to implement and execute the "*Establishment of Facilitation Center for Day Scholar Girls at University of Agriculture Faisalabad*"*

1.2 Objective of Consultancy.

The objective of hiring Engineering/Architectural Consulting firm is to ensure technical viability of civil work component and implementation of the project.

1.3 Scope of Work/Consultancy Services.

a) Design Phase

The consultant shall be responsible for soil investigation, topographic map, master plan and preparation of architectural plans, 3D views, structure design, internal & external water supply and sewerage system, BOQ, cost estimates, rate analysis, tender documents and detail working/construction drawings

b) Resident Supervision

Complete Resident Supervision of the project to ensure Quality of Work as per specifications and Quantity as per BOQ. Verifications of all Interim Bills and Final Bills submitted by Contractor. As built Drawings of Project. Handing Over of completed project back to Client with complete documentation.

1.4 **Civil Works Components/Tasks: -**

1.4.1

Sr No		Name of Sub Projects		No. of Units	Covered Area (Approx (Sft)
1		Establishment of Facilitation Center for Day Scholar Girls at University of Agriculture Faisalabad			
	i)	Main Campus	Ground Floor Plan	1	13351 SFT
			First Floor Plan	1	4511 SFT
	ii)	Near GP Gate		1	1788 SFT
	iii)	Near U Road Gate		1	4288SFT
	iv)	PARS Campus		1	4288SFT
	v)	Near Endowment Fund		1	1038SFT
		External Development work: External Water Supply Works, Sewerage System, External Electric Work, External Sui Gas Roads walkway street light etc.			
		Total covered Area:-			**29264 Sft**
				Cost of Building	**Rs. 163.829 (M)**

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.

- Detailed Architectural/Engineering, structural design of aforesaid buildings. Internal Services (Electrical, Water Supply, Sewerage System, Sui Gas, Telephone/Data Network, etc.)
- Detailed Architectural/Engineering design of External Developmental Works of Compound Wall, Main Gate with Security Room, Water Supply System, Sewerage System, Electrical System Sui Gas Works, Roads, Walkways, Vehicle Parking etc.
- The consultant should take care of latest building codes along with latest codes and standards.
- Preparation of Tender/Construction Drawing and Tender Documents
- Preparation of Bill of Quantities (BOQs)/Engineer Estimates and Tender/Bid Documents.
- Client assistance in the prequalification of the contractors.
- Bids/Tenders evaluation, Comparative Statement.

- 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.

1.5 **Terms of Reference.**

Terms of reference has been developed on the basis of scope of work and are produced in the following sections.

2.1 **Data Collection.**

i. Obtain University's priorities, preferences, parameter, criteria and other similar information for the implementation of the project.

ii. The Consultants shall collect all necessary data regarding the user's requirements of the proposed site, its surroundings climate and materials etc, which information is required for proper planning and design of project,

3.1 **Infrastructure Facilities.**

3.1.1 **Preliminary Design.**

Prepare and submit schematic architectural design of buildings as per client requirement.

3.1.2 **Submissions.**

The consultants shall submit two sets of preliminary architectural schematic designs for the approval of Competent Authority of the University. Any changes suggestions or recommendations made by the Competent Authority of the University will be discussed jointly.

The University shall retain one set of marked drawings showing corrections and proposed changes, which will be incorporated in the next phase and will return one set of marked drawings showing the proposed correction changes for further necessary action by Consultant.

Making presentation at various stage of designing as per requirement the Competent Authority of University and their Final Approval.

The suggestion of Competent Authority of the University shall be incorporated in the final architectural schematic drawings.

The consultants shall submit five sets of final architectural schematic designs and drawings, along with a soft copy, for reference and record for the University.

3.1.3 **Detailed Designs.**

i) Incorporating the Competent Authority suggestions and comments, if any to undertake the final engineering design of the buildings and detailed design of various components.

ii) The consultants shall update the cost estimate after completion of design development/detailed design stage.

3.1.4 **Final Design Phase.**

- Prepare final specifications set forth in the detail for the works to be done and the materials, workmanship and equipment required for the works.

- Prepare analysis of non-scheduled rates for the major items of work covered in the cost estimates and not available in the Composite Schedule of Rates/MRS, Punjab.

- Prepare a final computer aided based estimate of cost based on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution time frame. The consultants are required to submit complete printout, each signed by an estimator and a checker.

4.1.3 **Detailed Engineering Designs.**

Based on drawings and documents prepare and approved during the architectural design stage, After incorporating the University's and HEC suggestions and comments the consultant shall:-.

i. **Design/plans of the Project shall include the following:-**
Exact locations of internal water supply, internal sewerage, telephone, gas networks and electric lines in plans and section of building.

ii. Prepare computer aided detail drawings consisting of :-

- Topographical Map and Master Plan
- Architectural plan of all floors.
- Structural drawings of slabs, beams and columns.
- Internal & External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).
- Detail Design of all allied external services like External electrification with standby generators system, Water Supply, Sewerage System, Roads/Footpath/ Street lights, drainage system , Landscaping and development of play grounds/Sports area, etc.
- Any other design/drawings necessary for the successful completion of the facility.

iii. Prepare & submit analysis of rates for the major items of work covered in the cost estimates and not available in the composite schedule of rates/MRS, Punjab.

iv. Prepare & submit a final computer aided based estimate of cost base on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution timeframe. The consultants are required to submit complete printout, each signed by the estimator and a checker for Technical Sanction.

v. Certify the correctness and adequacy of design and estimate.

vi. Provide certification on all structural drawings duly signed for Technical Sanction.

4.1.4 **Submissions**.

The consultant shall submit the seven sets of detailed Architectural & Engineering and Structure Design/Drawings (along with AutoCAD soft copy), pertaining to each civil works component/ sub project i.e. Internal &External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).

4.1.5 **Construction Phase.**

The Consultants shall prepare the detailed working/construction drawings for each civil works component/sub-project and allied works/ services including water supply/sewerage system etc.

i. Prepare and submit setting out plan, earth work excavation profiles/plans, any amended/modified design and drawings as may be necessary during execution of works at the site.

iii. Detailed structural design, drawings, etc.

iv. Detailed drawings for internal and external electrification with stand by generators system, power distribution and sub-station, electric panels, plumbing, internal and external services, external development, allied services, mechanical and other infrastructure works.

v. Details design of doors, windows, floor pattern, washrooms, kitchens, internal and external finishes and cladding, false ceiling, laboratory counters & fixtures, design and specifications of any specialized equipment and any other works which may be required for project.

4.1.6 **Submissions.**

The consultants shall submit to University seven sets of the above final detail Design/drawings documents, along with a soft copy.

4.1.7 **Tender/Bid Documentation**

i. Preparation of detailed cost estimate for grant of Technical Sanction estimate.

ii. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.

iii. Preparation of complete tender/bid documents comprising of BOQ, tender drawings, specifications.

iv. Attending Bid proceedings comprising of recording of minutes of meeting, preparation and signing of Bid evaluation report for hiring of contractor.

v. Preparation, and submission of contract agreement on approved format.

vi. Preparation and submission of work plan bases on MS Project or primavera.

vii. Approval of drawing and its presentation to HEC Steering committee.

4.1.8 **Submissions.**

The consultants shall submit to University five sets of the above final detail Design/drawings documents, along with a soft copy.

Core Team for Designing

Design staff should have the minimum qualification & experience depicted as under:-

Ser #	Designation	Qualification/Experience	No. of Posts
1	Senior Architect	M. Arch member of PCATP in good standing having 15 years or above of total experience of working on similar building projects of which 5 years must be as a team leader. or Bachelor of Architect with 20 years relevant experience. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as team leader.	1
2.	Senior Structural Engineer	Master's Degree 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).	1
3.	Senior Quantity Surveyor	DAE Civil in good standing, Having 15 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	1
4.	Electrical & Public	MEP Engineer - B.Sc. (Electrical, Mechanical &	2

	Health Engineer	Public Health) member of PEC in good standing. Having 10 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	

Design Stage (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 (after approval)	10% of the amount due to the consultant under the head
2	Upon submission of final drawings/ designs of the project including detail structure design and drawings, detail architectural drawings with 3D Views, electrical designs, plumbing designs, Sui Gas, Sewerage, internet, Telephone, etc and other Allied Services and after approval from Client committee and HEC committee.	20% of the amount due to the consultant under the head
3	Upon submission of detail working /construction drawings.	15% of the amount due to the consultant under the head
4	Upon submission of detail documents, tender & bid documents, BOQs, drawings and specification etc on the format agreed with client.	15% of the amount due to the consultant under the head
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 contractors.	10% of the amount due to the consultant under the head.
7	Upon successful completion of the design phase.	05% of the amount due to the consultant under the head
8	Upon submission of Revised Drawings / As Built Drawings	05% of the amount due to the consultant under the head
9.	Upon successful Handing Over of completed project to Client	10% of the amount due to the consultant under the head

Note:

1. Preparation modified drawings/documents at any stage of execution without additional charges if required by the Client.

2. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

Deduction of Securities and Income Tax

i. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained

amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

ii. Income Tax and sale Tax will be deducted as per prevailing rates.

6.1. **Time Duration for the Assignment.**

The target time for completion of the Design Phase is 02 months.

Deliverables

a) **Design Phase**

i.	Inception Report	03-Copies.
ii.	Draft Detailed Design Report	03-Copies.
iii.	Draft Architectural & Structural Designing and Drawings for submission to HEC for approval.	03-Copies.
iv.	Architectural & Structural Designing and Drawings after Approval	03- Copies.
v.	Detailed Working drawings	03-Copies
vi	Tender/Bid Documents, Drawings and Specifications	3-Copies.
vii.	Detail Cost Estimate	3-Copies.
viii	Bid Evaluation Report and Comparative Statement	3-Copies.
ix	Soft Copies (Editable) of all approved drawings and all documentations.	

7. Phase – II) Resident Supervision Stage

7.1 Services for Resident Supervision of Civil Works Electrical, Mechanical, Plumbing and external development Works

The duties and functions for the consultant will include but not limited to the following: -

i) 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 specifications and agreement documents with due diligence, efficiency and its importance with the best Engineering practice and consulting standards for construction of all components.

ii) The Consultant will be responsible for Resident Supervision of the work by a qualified Graduate Engineer in the respective discipline, earthling system, External sewerage system & Disposal External water supply system (According to the requirement of site) etc.

iii) The Consultant shall certify that the works have been/being executed as per design and drawings standard specification, technically sanctioned estimates and within the provision of contract agreement.

iv) The Consultant shall certify that the works are executed in accordance with the established standard criteria and procedure.

v) The consultant shall ensure that the construction schedule provided in the contract agreement is strictly followed by the contractor.

vi) The consultant shall certify that the construction material brought by the contractors to be used in the construction works is in accordance with the specification and got tested as per standards practices laid down in specifications and will also ensure the quality control of works.

vii) The consultant shall report/advise to the client on any issue/problem arising in construction work during the execution of work and suggest remedial measures.

viii) The consultant will be responsible for testing (on contractor's cost) of:-

a. Material steel (sealed).
b. Concrete Cube, Brick, Cement.
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.

ix) The consultant shall verify the contractor's monthly payments and final payments and certify that payments released to the contractors are for works actually carried out at site and as per rates quoted approved in the tender and as per approved specification.

x) The consultant shall recommend to the Client for issuance of completion certificate stating that the work has been completed as per standard specifications, design drawings, estimates and contract agreement.

xi) One month prior to the expiry of the construction period of the work the consultant shall carry out a detailed final inspection of the work and submit a report to the department pointing out the defects short-comings and deficiencies, if any in the work and will also get them rectify by the contractor, before making recommendation is for the release of security deposit of the contractor.

xii) Consultant fee will be based on input of man month or as negotiated.

xiii) The consultant shall perform duties as Representative of client to supervise the construction work as per objective and scope of work with the best professional and consulting practice in a proactive manner to ensure that the project is completed as per target schedule set forth by the client.

xiv) In carrying out the assignment the consultant shall undertake the following works:-

a. Issue instruction to the contractor(s) and provide engineering supervision during the execution of work.

b. The consultants will attend and make measurements and computation of quantities of the completed works or any work which is about to be covered and maintain permanent records of all such measurements as basis for progressive payments to the contractors and keep the measurement documents are records in safe custody.

c. The consultant will maintain daily record of check requests/tests performed and approval correspondence and site diaries supported with pictorial evidence (both hard and soft form) and shall submit the record of daily inspection reports all the test made to the client on fortnight basis in an electronic form as well as through hard copy.

d. Prepare monthly progress reports maintain estimate and comparative statement of project costs and submit reports to the client.

e. Will make liaison between the client and contractor.

f. Approve the material testing and deficiencies reports in respect of the same to client.

g. Require, monitor and review the results of Tests to be carried out by the Contractor in accordance with the construction requirements.

h. Prepare and submit the "as-built" drawings for each component of the works.

xv) The consultant shall from its own source: establish a site office and meet the running/operational expenses.

xvi) The consultant shall supervise the construction activity in all matters concerning worker safety and care and advise the contractor/client on any problem arising in the construction work during its execution.

xvii) The consultant shall check systematically the progress of work according to the construction schedule of the agreement and shall submit monthly progress report in the prescribed format to client pointing out the deficiencies and suggest remedial measure.

xviii) Consultant shall be responsible for getting all such defects rectified from the concerned contractors(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.

xix) Client shall authorize his representative which may regularly visit the site of checking resident supervision of the consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work a site.

xx) The detailed construction supervision shall include planning, guidance, programming, inspection monitoring of construction activities and contractor's performance, Quantity and quality assurance, implementation of work plans and drawings as per design and specification.

xxi) Preparation and verification of variation orders and maintaining record of correspondence with the contractor and other stakeholders.

xxii) 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.

xxiii) The quality and quantity assurance shall be the sole responsibility of the consultants.

xxiv) 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.

7.2 **Staffing Requirement for Resident Supervision and their Responsibilities: -**

The Engineering Constriction Department of the University of Agriculture Faisalabad shall administer the Civil Work contracts. The consultants will help the project management office in decision making and shall be responsible for the quality and quantity control as per agreed laid down standards/specifications. Resident Supervision shall be provided for all activates throughout the construction period without break through qualified & experienced supervisory staff that shall perform their duties with due diligence and efficiency. Supervisory staff

should have the following minimum qualifications and experience: -

Ser #	Description	Nos	Qualification/Experience
1	Resident Engineer	1	Qualified M.Sc. or B.Sc Engr.(civil) member of PEC in good standing Having 20 years or above of total experience for BSc or 15 Years or above of total Experience for MSc working on similar building projects of which 5 years must be as a Resident Engineer. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as Resident Engineer.
2.	Site Inspector Electrical, Networking (Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
3.	Site Inspector Civil	1	Qualified DAE member in good standing. Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a Site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
4.	Site Inspector Public Health(Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.

Note:-

a. The Client will have a right to reduce/suspend the propose staff keepin view the pace of work/funding position.

b. The Client will have the right to fire/ withdraw of any supervisory staff services without any reasons and justifications.

7.3 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.

7.4 **Completion and Handing Over: -**

7.4.1 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.

7.4.2 The consultant shall be fully responsible for preparation & approval of PC-IV from the competent forum.

7.4.3 Prepare list/inventory and hand over to the Client, all correspondence with Contractor(s) dairies, testing of materials, IPCs. FPCs/final accounts, claims/disputes, court cases and assets etc on completion.

7.4.4 The Consultant shall be responsible for successful handing over of the project by the Contractor to the Client in accordance with the Contract Documents.

7.5 **Reporting Requirement/Deliverables.**

7.5.1 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 Contractor(s) with a comparison via-a-vis 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 Liner 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 the issues.

e. Maintaining estimate and comparative statement of project costs.

All record at the end of the project shall become the property of client.

7.5.2 **Technical/Laboratory Reports:**

The consult shall produce necessary technical reports, lab reports (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.

7.5.3 **Inspection Reports: -**

a. The consultant shall keep the record of daily inspection & material test (in respect of receipt reports in the prescribed forms at the site office and submit it to the client on weekly basis.

b. One month prior to the expiry of completion period the consultant shall carry out a detailed final inspection of the work and submit a report to the client pointing out the defects in the work if any.

c. Give notices to the contract for the any defect/deficiency and ensure their timely rectifications in case of persistent delay in the compliance of the directions issued by him appropriate action against the Contractor shall be taken/recommended to the Client under clauses on Contract Agreement.

d. The consultant shall be responsible for getting all such defects rectified from the concerned contract(s) and final payment(s) of the contractor(s) shall be verified only after satisfactory removal of the defects.

e. The consultant shall keep record of the daily inspection report and inform the Project Director about the potential problems which may arise an hamper progress of work besides making suitable recommendations for their solution at a minimum expense.

f. The consultant shall also be responsible for maintaining complete record of correspondence with the (contractors and other agencies, etc Copy of such record shall be provided to Client on regularly for its evaluation/ record.

7.5.4 **Final Completion Reports: -**

The consultants will prepare a comprehensive final report (5 hard copies with one soft copy) for the contract on substantial completion. This report shall summarize the method of construction location, details of works carried out, construction supervision performed during the project with visible and invisible benefits of the project by considering various indicators such as social-economic uplift, literacy, industrialization, job opportunities The report shall contain: -

a. 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.

b. Project quantities, Folders along with soft copy.

c. Comparison of initial and final BOQs.

d. Deduction sheet, if any, based on handing over reports.

7.5.5 Post Completion Stage: -

a. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.

b. Processing and recommendation of contractor's security after successful completion of defect liability period.

c. 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.

7.5.6 **Project Diary: -**

The consultant shall monitor and appraise progress of work and maintain daily project diary by recording all events pertaining to the administration of the contract, which may be of assistance in resolving claims, disputes and queries if any.

8. **Time Duration for Supervision Stage**

The time duration for the supervision stage of the proposed project is as under 13 months. However, the supervisory staff will be curtailed proportionately with regard to completion of the project.

Mode of Payment (Supervision Phase)

vi. Interim detailed supervision charges will be paid, by taking into account the actual verified on Man Month basis as in the contract agreement.

vii. All payments will be made subject to availability of funds. 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 Executive Engineer for payment purpose.

viii. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

ix. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

x. 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.

Deliverable (Supervision Phase)

i)	Monthly Progress Report	3-Copies.
ii).	Inspection Report of works of each visit during construction of the building.	03- Copies
iii)	Construction Drawings	3-Copies
iv)	Assistance and preparation of completion report / P.C. IV	3-Copies
v)	As build drawings	3-Copies.
vi)	Post completion Report	3-Copies.
vii)	Soft copy (Editable) of all	

9. **Liability**

Professional liability as stated in the prevalent conduct and practice of consulting engineering prescribed by PEC and as given under Rule 54 of Punjab Procurement Rule 2014 shall be applicable to the consultant.

10. **Role of the Client**

University of Agriculture Faisalabad will provide necessary inputs regarding design and supervision of the project components.

Time Duration: -

Time for design phase	02 month
Time for supervision phase	13 months

D R A F T C O N T R A C T

Consulting Services

Lump-Sum

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Preface

5. 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.

6. 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.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name_____

Contract No._____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

V. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter referred to as the "Contract") is made on the ____ day of the month of _____, 20___.

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;

   (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. _____

VI. General Conditions of Contract

A. General Provisions

1. Definitions

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

(u) "Applicable Rules" means Punjab Procurement Rules 2014 (amended Jan, 2016).

(v) "Applicable Law" means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.

(w) "Client" means the Procuring Agency that signs the Contract for the Services with the Selected Consultant.

(x) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(y) "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).

(z) "Day" means a working day unless indicated otherwise.

(aa) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(bb) "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.

(cc) "Foreign Currency" means any currency other than the currency of the Client's country.

(dd) "GCC" means these General Conditions of Contract.

(ee) "Government" means the government of the Punjab.

(ff) "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.

(gg) "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.

(hh) "Local Currency" means Pak rupee (PKR).

(ii) "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.

(jj) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(kk) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(ll) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(mm) "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.

(nn) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.3. 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

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

4. Language

4.3. 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

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

6. Communications

6.5. 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**.

6.6. 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

7.3. 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

8.3. 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

9.3. 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

c. Fraud and Corruption

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

(vi) "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;

(vii) "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;

(viii) "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;

(ix) "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;

(x) "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 Clint 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 miss procurement 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 nominated[3] 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.

b. Commissions and Fees

10.6. 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

[3] 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.

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

11.3. 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.

12. Commencement of Services

13.3. 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**.

13. Expiration of Contract

14.3. 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**.

14. Entire Agreement

15.3. 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.

15. Modifications or Variations

16.3. 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.

16. Force Majeure

a. Definition

17.19. 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.

17.20. 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.

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

b. No Breach of Contract

17.22. 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

17.23. 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.

17.24. 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.

17.25. 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.

17.26. 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.

17.27. 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.

17.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.

18.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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 GCC25.2 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).

25. 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.

26. 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**.

27. 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

28. 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.**

29. 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.

30. 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

31. 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**.

32. 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.

33. 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

34. 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.**

35. 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.

36. 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

37. 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**.

38. 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.

39. Currency of Payment

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

40. 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.

41. 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

42. 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

43. Amicable Settlement

All proceedings to settle a dispute will be governed by the rules and regulations of Pakistan Arbitration Act 1940.

DECISION OF ENGINEER If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other Party., the Engineer shall give his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to suitable Clause of the

contract within Three (03) working days.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

COMMITTEE: If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the Tenth (10) day after the day on which he received the reference, then either the Employer or the Contractor may, proceed to the Committee for the settlement of dispute.

The committee will be comprised of following members.

1- The Treasurer, UAF (Convener)
2- Project Director, UAF (Member)
3- Executive Engineer, UAF (Member)
4- Two representatives of Consultant/Engineer (Members)

ARBITRATOR: Any of the parties not satisfied with the decision of the committee may request to The Arbitrator, The Vice Chancellor, UAF, to review for settlement of the dispute. The decision of the arbitrator shall be final and binding on both parties.

COURT JURISDICTION: Only the Courts of Law in Faisalabad City shall have exclusive jurisdiction to adjudicate upon the decision of arbitrator brought by Contractor in relation to this particular contract.

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	**The addresses are:** **Client:** **University of Agriculture, Faisalabad** **Attention:** **Executive Engineer** **E-mail:** **engrabdulmannan8@gmail.com** **Consultant:** _____ **Attention:** _____ **E-mail:** _____
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *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.]* **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*_____ Email: **For the Consultant:** *[name, title]*_____ Email:
11.1	**Effective date:** Date of signing of the Agreement
13.1	**Commencement of Services:** **The number of days shall be seven (07) days.**

	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** 15 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	**"Limitation of the Consultant's Liability towards the Client:** (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: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (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; (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".

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- through Form- of the Consultant's Proposal. Highlight the changes to Section 6 of the RFP]

……

APPENDIX B - KEY EXPERTS

[Insert a table based on Tech-8 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- and Form-] 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- and Form-] 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- 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 (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 ii) 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*."]*

UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)

Procurement of Services of Consulting Firm

FOR

Sr. No.04

CONSTRUCTION OF LODGING FACILITY AT UAF SITE NEAR QAIM SAIN DARBAR

REQUEST FOR PROPOSAL

Country:	**Pakistan**
Region:	**Faisalabad**
Location:	**Main Campus, University of Agriculture, Faisalabad**
Required Firm Category:	**PEC/PCATP Consultancy Firms already prequalified firms at UAF**
Project Name:	**Construction of Lodging Facility At UAF Site Near Qaim Sain Darbar**
Project Duration:	**18 Months**

DEFINITIONS:

I. "Client" means University of Agriculture, Faisalabad 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 / Punjab

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. 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. "LCS" means Least Cost 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 like Universities

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 Data Sheet annexed. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft copy of contract is enclosed with the RFP documents.

1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.

1.3 The Client has been entrusted the duty to implement the Project as Executing Agency for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the standard contract for which this RFP is being issued.

1.4 To obtain first-hand information of the Assignment and about the local conditions, you can pay a visit to the Client before submitting a proposal. 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 showing in data sheet.

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. JV/Consortium of firms can apply only 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, 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:

TECH-1	Technical Proposal Submission Form
TECH-2	Consultant's Organization and Experience A. Consultant's Organization B, Consultant's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client A. On the Terms of Reference B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, Work Plan and Quality Control Policy for Performing the Assignment
TECH-5	Team Composition and Task Assignments
TECH-6	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-7	Staffing Schedule
TECH-8	Work Schedule - (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).
TECH-9	Historical Financial Performance.
TECH-10	Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as mentioned in proposal).

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. Name, full address and partnership deed of the contractors/firms with power of attorney in favour of person authorized.

b. Type of firm i.e A.O.P or Pvt. (Ltd). Etc.

c. Certificate of registration of a Firm with PEC/PCATP.

d. Year of establishment supported by certificate from the Registrar of Firms /SECP.

e. Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC/PCATP) if any.

f. National Tax Number of consultant(s).

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

h. A certificate / affidavit on Stamp Paper of Rs 100/-that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.

i. 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, Resident Supervision, Verification of Interim Bill s and Final Bills submitted by Contractor etc. These costs should be broken into foreign (if applicable) and local costs (if required). Your financial proposal should be prepared using the formats attached as **Appendix-II**, else the proposal of applicant firm will be rejected.

3.8 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.

3.9 Costs may be expressed in Pak Rs. Inclusive of all taxes applicable during the currency of the project.

3.10 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 envelops, 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, Computer Print, 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 interlineations 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 Single Stage Two-Envelope procedure shall be adopted in ranking of the proposals.

Technical Proposal

5.2 The committee of the Client shall carry out its evaluation only to judge eligibility and responsiveness of bidding firm.

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	**The name of the Assignment is:** **Hiring of E/A Consultancy Services** for the project titled **Construction of Lodging Facility At UAF Site Near Qaim Sain Darbar** SALIENT FEATURES OF PROJECT ARE:

Sr. #.	Description	Summary of assignment	Remarks
1	Hostel Basement	Total covered area 32444 SFT including 38 Nos Dormitory Rooms, Store, etc	Soil Investigation, topographic map, master Plan and Conceptual Plans, Detailed Engineering /Architectural Design And, Preparation Of Bidding Documents/ Engineer's Estimate, TOR's For Selection Of Contractor, Tender Process, Selection Of Contractor, Detailed Construction Supervision
2	Ground Floor Plan	Total covered area 30792 SFT including 26 Nos Dormitory Rooms, (03 Nos) Store, Kitchen with Baths etc	
3	First Floor Plan	Total covered area 30792 SFT including 36 Nos Dormitory Rooms, Prayer Hall, (03 Nos) Lobby with Baths etc	
4	Second Floor	Total covered area 30792SFT including 36 Nos Dormitory Rooms, Common Room, (03 Nos) Lobby with Baths etc	
5	Faculty Room(14 Nos. Shop) 75%	Total covered area 6645SFT including Multipurpose Hall, Changing Room, Smart Self Kitchen, Prayer Room, Tuck Shop with(02) Waiting Area	
6	External Development works	External Water Supply Works ,Sewerage System, External Electric Work, External Sui Gas, Roads, walkway , street light etc.	

Name of the Client :

University of Agriculture, Faisalabad

The address of the official is:

Engr. Abdul Mannan
Executive Engineer(ECD-P)
Telephone: 041-9200161-70
E-mail: engrabdulmannan8@gmail.com

1.2 **The brief description and the objectives of the assignment are:**

Location

The Project site is located in Main Campus, University of Agriculture, Faisalabad.

	Objectives: 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: (a) Soil Investigation, topographic map, master Plan and Conceptual Plans (b) Preparation of Building Conditional Survey report, Detailed Designs (Architectural, Structural, Electrical, Public Health), BOQs and detailed Tender Documents for procurement of Contractor. (c) Assist in Procurement of contractors for construction and complete evaluation of Bids of Contracting Firms, Preparation of detailed Comparative Statement. (d) Resident Supervision the construction activities and maintain the quality and progress. (e) Verification of Interim & Final Bills submitted by contractor Details are provided in the TOR.
1.3	**Phasing of the Assignment, if any:** (a) Detailed Design of Building, allied Infrastructure Works as Tender Documentation as per Govt. of the Punjab, PPRA &PPRA Punjab by laws. (b) Detailed Resident Construction Supervision.
1.4	**A Pre-Proposal Conference will not be held.**
1.5	**The Employer shall provide the following inputs:** • Close Coordination • Identification of Project boundary etc and other allied details.
1.6	The client will provided input required for preparation of proposal but any facility of stay and transportation etc will not be provided.
1.7	**Selection Procedure: -**The Consultants shall be selected under the selection method of Least Cost Selection (LCS). The procedure for opening of proposals will follow the principles of P.E.C. **Single Stage-Two Envelope procedure**, which is presented as follows: - *(xiv) 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.* *(xv) Initially, only the envelope marked **"TECHNICAL PROPOSAL"** will be opened as per criteria mentioned in the tender documents and the F**INANCIAL PROPOSAL"** shall be opened only for the once who have fulfilled the criteria for mentioned in tender Documents.* *(xvi) 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.* *(xvii) 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 open the FINANCIAL PROPOSALS of the technically qualified firms immediately after.
2.1	**The Documents are:** 1. Data Sheet 2. Technical Proposal Forms for consultancy services 3. Financial Proposal Form for consultancy services 4. Terms of Reference (TOR) 5. Appendices etc. 6. Draft Form of Contract
2.2	**The address of the Personnel for seeking clarification is:** **Engr. Abdul Mannan** **Executive Engineer(ECD-P)** Telephone: 041-9200161-70 E-mail: engrabdulmannan8@gmail.com
3.4 (iii)	**Proposed key staff shall be employees, who are employed with the respective Consultant to submission of this proposal:** Yes, and the Consultant has to submit Proof of employment for last two years to be attached in shape of salary slip and appointment letter, a proof of employment failure to which results in non-consideration of staff. Degree of employees should be attached.
3.5	Proposal shall be submitted in **English** language.
3.6	Consultant firm may associate with other firms:- **NO**
3.7	Training is not a specific component of this assignment.
3.8	**Costs may be expressed in currency (s) :-** **Pakistani Rupees**
3.9	Following supervision staff will be deputed on site by the consultant during supervision phase,

S.NO	Description	No's
1	Resident Engineer	01
2	Site Inspector-Civil	01
3	Site Inspector- Public Health (Intermittent two visit per month or as per site/client requirement)	01
4	Site Inspector-Electrical and Networking (Intermittent two visit per month or as per site/client requirement)	01

4.1	**The number of copies of the Technical Proposal required is:** Original One (1) Copies One (1) **The number of copies of the Financial Proposal (in sealed envelope) required is:** Original One (1)
4.5	**Proposals to be submitted at:** **Office of the Project Director** **The date and time of the proposal submission is:-**

	Date:- 21 July 2022- Time:- 11: 30 Hrs.
4.6	**Validity of the proposal is:** 180 Days
5.1	Deleted.
5.2	**The date, time and address for the Technical proposal opening is:** **Date:- 21 July 2021** **Submission Time: 11.30 Hrs.** **Bids opening Time: 12.00 Hrs** **Place of Proposal Opening: Office of Project Director (ECD-P) UAF**
5.5	**Deleted**
6.3	**The assignment is expected to commence on:** To be informed later on **Time Period for this Project is: 18 Months** **Design Phase: 02 Month** **Detail Construction Supervision Phase: 16 Months**
7.1	All Site Facilities including Site Office and transport of Consultant Site Staff will be borne 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

TECHNICAL PROPOSAL - STANDARD FORMS

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

Refer to Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 1 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience
A Consultant's Organization
B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
G On the Terms of Reference
H On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment and quality control policy.

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

TECH-9 Historical Financial Performance.

TECH-10 Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as pre-qualified by HEC)

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

We are submitting our Proposal in association with: [*Insert a list with full name and address of each JV Consultant*][2]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

7 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with:* "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

8 [*Delete in case no association is foreseen.*]

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity (including organ gram) and each associate for this assignment.*]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Consultant's Experience

SUMMARY OF SIMILAR ASSIGNMENTS (DEVELOPMENTAL WORKS OF UNIVERSITIES)

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

i. A maximum of 05 similar ongoing/completed assignments (developmental works of Universities only) of worth of Rs. 50.0 million & above

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	Nº of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Summary of similar assignments (developmental works of Govt. Sector other than Universities)

A maximum of 05 similar ongoing/completed assignments (developmental works of Govt. Sector Other Than Universities) of worth of Rs. 50.0 million & above

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N^{o} of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	N^{o} of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

FORMTECH- 4 DESCRIPTION OF APPROACH, METHODOLOGY ANDWORK PLAN FOR PERFORMING THEASSIGNMENT

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

a) Technical Approach and Methodology,
b) Work Plan, and
c) Organization and Staffing,
d) Quality Control Policy.

a) **Technical Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan**. In this chapter you 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 the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing**. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
Submit organ gram plan/chart for site supervision team & their core responsibilities/ methodology.

d) **Quality Control Policy** 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.

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORMTECH-6 CURRICULUM VITAE (CV) FOR PROPOSEDPROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

_____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**:_____**Nationality**: _____

5. **CNIC No (**if Pakistani**):_____or Passport No:_____**

6. **Education:**

Degree	***Major/Minor***	***Institution***	***Date (MM/YYYY)***

7. **Membership of Professional Associations**: _____

_____

8. **Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

_____

_____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

_____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

Employer	***Position***	***From (MM/YYYY)***	***To (MM/YYYY)***

11. Detailed Tasks Assigned

[*List all tasks to be performed under this assignment*]

a. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

i. Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

ii. Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

10) Name of assignment or Project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

11) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

12) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: ____

Note:- Degrees of employers, proof of employment for last two years in shape of salary slip and appointment letter should be attached with technical proposal.

FORM TECH-7 STAFFING SCHEDULE[1]

Full time input
Part time input

Year:_____																
N°	Name of Staff	Staff input (in the form of a bar chart)[2]												Total staff-month input		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field[3]	Total
1		[*Home*] [*Field*]														
2																
3																
		[*Home*] [*Field*]														
											Total					

10 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
11 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
12 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8 WORK SCHEDULE

Year:_____

N°	Activity[1]	Months[2]											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

7 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other bench Points such as Client approvals. For phased assignments indicate activities, delivery of reports, and bench Points separately for each phase.

8 Duration of activities shall be indicated in the form of a bar chart.

FORMTECH-9 HISTORICAL FINANCIAL PERFORMANCE

Average annual consultancy turnover for last Five (05) years as under:-

Average Annual Turnover for last Five (05) Years	
Years	**In PKR**
2017-2018	
2018-2019	
2019-2020	
2020-2021	
2021-2022	
Total:-	
Average:-	

Note:- Attach documentary proof of audited financial statements from chartered accountant of last Five years

FORM TECH-9 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 ("CNIC") 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**:**

1. _____

2._____

NOTARY PUBLIC:

_____

[INSERT NAME OF GUARANTOR]

For:

_____

By:
Its:

APPENDIX-II

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL - STANDARD FORMS

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in RFP.

[*The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided in the RFP.*

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-2A	Financial Proposal/Bid Sheet for Design Phase
FIN-3	Breakdown of Costs by Activity
FIN-4	Breakdown of Remuneration
FIN-5	Reimbursable expenses
Appendix:	Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]]. This amount is inclusive of all the applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs(Pak Rupees)
Total Costs of Financial Proposal	
a. Design Phase (2 Month)	
b. Supervision Phase (For 16 Months)	
Grand Total:-	
Grand Total (In words)	

Note:-

1. The Total Contract amount shall be paid as per payment schedule given in TOR
2. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.). which will be recovered at source at the time of making payment)

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2A Financial Proposal/Bid Sheet for Design Phase

Financial Proposal for Procurement of Consultancy Services for project tiled **" Construction of Lodging Facility at UAF Site near Qaim Sain Darbar"** as Per TOR for Detail Engineering /Architectural Design Preparation of Bidding Documents/ Engineer Estimate, Detailed Construction Supervision & Monitoring of :-

Sr #	Description	Unit	Construction cost	Quoted Rate in PKR	Amount PKR
	Construction of Lodging Facility at UAF Site near Qaim Sain Darbar	%age of construction cost	Rs.766.405 Million		**(construction cost × quoted rate) ÷ 100**

Note:-

7. The Total Contract amount shall be paid as per payment schedule given in TOR.
8. The amount quoted involves all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).
3. The base price for the project for evaluation of financial proposal will be same as mentioned in para 1.4 of TOR.
4. Initially, the construction cost for the purpose of financial bid, should be taken as **Rs. 766.405 Million**. Moreover, payments to the consultants till award of civil works will be made according to the said amount.
5. 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.
6. 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.
7. 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.
8. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any)
9. The client will deduct 10% of each payment as security which would be released After 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

10. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment)

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY[1]

Group of Activities (Phase):[2]	**Description:**[3]
Cost component	Costs (Pak Rupees)
Remuneration	
Reimbursable Expenses	
Subtotals	

Note:- Above quoted % age rates & other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment.

13 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in FormFIN-2.

14 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of FormTECH-8.

15 Short description of the activities whose cost breakdown is provided in this Form.

16 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4 and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____				
Name 2	**Position**[3]	**Staff-month Rate**[4]	**Input**[5] (Staff-months)	Pak Rupees
Staff				
		[*Home*]		
		[*Field*]		
		[*Home*]		
		[*Field*]		
			Total Costs	

19 Form FIN-4 shall be filled for each of the Forms FIN-3provided.
20 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
21 Positions of Professional Staff shall coincide with the ones indicated in FormTECH-5.
22 Indicate separately staff-month rate and currency for home and fieldwork.
23 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
24 Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name[2]	Position[3]	Staff-month Rate[4]
Staff		
		[*Home*] [*Field*]
		[*Home*] [*Field*]

13 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

14 Professional Staff should be indicated individually; Support Staff should be indicated per category(e.g.: draftsmen, clerical staff).

15 Positions of the Professional Staff shall coincide with the ones indicated in FormTECH-5.

16 Indicate separately staff-month rate and currency for home and fieldwork.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES[1]

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____					
N°	**Description**	**Unit**	**Unit Cost**	**Quantity**	**Pak Rupees**
	Per diem allowances	Day			
	Miscellaneous travel expenses	Trip			
	Communication costs between [*Insert place*] and [*Insert place*]				
	Drafting, reproduction of reports				
	Use of computers, software				
	Local transportation costs				
	Office rent, clerical assistance				
				Total Costs	

4 Indicate unit cost and currency.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description	Unit	Unit Cost
	Per diem allowances	Day	
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	Drafting, reproduction of reports		
	Use of computers, software		
	Local transportation costs		
	Office rent, clerical assistance		

4 Indicate unit cost and currency.

Sample Form

Consulting Firm:

Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(p) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than withinthenormalannualsalaryincreasepolicyasappliedtoallthefirm'sstaff;

(q) attached are true copies of the latest salary slips of the staff members listed;

(r) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(s) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(t) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____

[Name of Consulting Firm]

_____ _____

Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Fee[2]	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Field									

7. Expressed as percentage of1
8. Expressed as percentage of4

TERMS OF REFERENCE (TOR)

FOR

HIRING OF ENGINEERING CONSULTING FIRM FOR

CONSTRUCTION OF LODGING FACILITY AT UAF SITE NEAR QAIM SAIN DARBAR

UNIVERSITY OF AGRICULTURE, FAISALABAD

June 2022.

1. Introduction:

University of Agriculture, Faisalabad intends to Hire Design and Resident Supervision consultancy services of Firms Prequalified by UAF. The civil works component of approx. Pak **Rs 766.405 Million**. The scope of services includes Building Conditional Survey Report, 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.

1.1 Background of the Project.

*University of Agriculture, Faisalabad intends to implement and execute the "***Construction of Lodging Facility at UAF Site near Qaim Sain Darbar***"*

1.2 Objective of Consultancy.

The objective of hiring Engineering/Architectural Consulting firm is to ensure technical viability of civil work component and implementation of the project.

1.3 Scope of Work/Consultancy Services.

a) Design Phase

The consultant shall be responsible for Building Conditional Survey Report, soil investigation, topographic map, master plan and preparation of architectural plans, 3D views, structure design, internal & external water supply and sewerage system, BOQ, cost estimates, rate analysis, tender documents and detail working/construction drawings

c) Resident Supervision

Complete Resident Supervision of the project to ensure Quality of Work as per specifications and Quantity as per BOQ. Verifications of all Interim Bills and Final Bills submitted by Contractor. As built Drawings of Project. Handing Over of completed project back to Client with complete documentation.

1.4 **Civil Works Components/Tasks: -**

1.4.1

Sr No		Name of Sub Projects	No. of Units	Covered Area (Approx (Sft)
1		Construction of Lodging Facility at UAF Site near Qaim Sain Darbar		
	i)	Hostel Basement	1	32444 SFT
	ii	Ground Floor Plan	1	30792 SFT
	iii	First Floor Plan	1	30792 SFT
	iv	Second Floor Plan	1	30792SFT
	v	Faculty Room(14 Nos.Shops) 75%	1	6645SFT
		External Development Work: External Water Supply Works Sewerage System, External Electric Work, External Sui Gas Roads walkway street light etc.		
		Total covered Area:-		**131465 Sft**
		Cost of Building		**Rs. 766.405 (M)**

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.

- Detailed Architectural/Engineering, structural design of aforesaid buildings. Internal Services (Electrical, Water Supply, Sewerage System, Sui Gas, Telephone/Data Network, etc.)
- Detailed Architectural/Engineering design of External Developmental Works of Compound Wall, Main Gate with Security Room, Water Supply System, Sewerage System, Electrical System Sui Gas Works, Roads, Walkways, Vehicle Parking etc.
- The consultant should take care of latest building codes along with latest codes and standards.
- Preparation of Tender/Construction Drawing and Tender Documents
- Preparation of Bill of Quantities (BOQs)/Engineer Estimates and Tender/Bid Documents.
- Client assistance in the prequalification of the contractors.
- Bids/Tenders evaluation, Comparative Statement.
- 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.

1.5 **Terms of Reference.**

Terms of reference has been developed on the basis of scope of work and are produced in the following sections.

2.1 **Data Collection.**

i. Obtain University's priorities, preferences, parameter, criteria and other similar information for the implementation of the project.

ii. The Consultants shall collect all necessary data regarding the user's requirements of the proposed site, its surroundings climate and materials etc, which information is required for proper planning and design of project,

3.1 **Infrastructure Facilities.**

3.1.1 **Preliminary Design.**

Prepare and submit schematic architectural design of buildings as per client requirement.

3.1.2 **Submissions.**

The consultants shall submit two sets of preliminary architectural schematic designs for the approval of Competent Authority of the University. Any changes suggestions or recommendations made by the Competent Authority of the University will be discussed jointly.

The University shall retain one set of marked drawings showing corrections and proposed changes, which will be incorporated in the next phase and will return one set of marked drawings showing the proposed correction changes for further necessary action by Consultant.

Making presentation at various stage of designing as per requirement the Competent Authority of University and their Final Approval.

The suggestion of Competent Authority of the University shall be incorporated in the final architectural schematic drawings.

The consultants shall submit five sets of final architectural schematic designs and drawings, along with a soft copy, for reference and record for the University.

3.1.3 **Detailed Designs.**

i) Incorporating the Competent Authority suggestions and comments, if any to undertake the final engineering design of the buildings and detailed design of various components.

ii) The consultants shall update the cost estimate after completion of design development/detailed design stage.

3.1.4 **Final Design Phase.**

- Prepare final specifications set forth in the detail for the works to be done and the materials, workmanship and equipment required for the works.

- Prepare analysis of non-scheduled rates for the major items of work covered in the cost estimates and not available in the Composite Schedule of Rates/MRS, Punjab.

- Prepare a final computer aided based estimate of cost based on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution time frame. The consultants are required to submit complete printout, each signed by an estimator and a checker.

4.1.3 **Detailed Engineering Designs.**

Based on drawings and documents prepare and approved during the architectural design stage, After incorporating the University's and HEC suggestions and comments the consultant shall:-.

iii. **Design/plans of the Project shall include the following:-**
Exact locations of internal water supply, internal sewerage, telephone, gas networks and electric lines in plans and section of building.

iv. Prepare computer aided detail drawings consisting of :-

- Topographical Map and Master plan
- Architectural plan of all floors.
- Structural drawings of slabs, beams and columns.
- Internal & External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).
- Detail Design of all allied external services like External electrification with standby generators system, Water Supply, Sewerage System, Roads/Footpath/ Street lights, drainage system , Landscaping and development of play grounds/Sports area, etc.
- Any other design/drawings necessary for the successful completion of the facility.

iii. Prepare & submit analysis of rates for the major items of work covered in the cost estimates and not available in the composite schedule of rates/MRS, Punjab.

iv. Prepare & submit a final computer aided based estimate of cost base on the priced bill of quantities, final design and the best available information on costs of labour and

materials, at the time and projected to the expected execution timeframe. The consultants are required to submit complete printout, each signed by the estimator and a checker for Technical Sanction.

v. Certify the correctness and adequacy of design and estimate.

vi. Provide certification on all structural drawings duly signed for Technical Sanction.

4.1.4 **Submissions**.

The consultant shall submit the seven sets of detailed Architectural & Engineering and Structure Design/Drawings (along with AutoCAD soft copy), pertaining to each civil works component/ sub project i.e. Internal &External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).

4.1.5 **Construction Phase.**

The Consultants shall prepare the detailed working/construction drawings for each civil works component/sub-project and allied works/ services including water supply/sewerage system etc.

i. Prepare and submit setting out plan, earth work excavation profiles/plans, any amended/modified design and drawings as may be necessary during execution of works at the site.

iii. Detailed structural design, drawings, etc.

iv. Detailed drawings for internal and external electrification with stand by generators system, power distribution and sub-station, electric panels, plumbing, internal and external services, external development, allied services, mechanical and other infrastructure works.

v. Details design of doors, windows, floor pattern, washrooms, kitchens, internal and external finishes and cladding, false ceiling, laboratory counters & fixtures, design and specifications of any specialized equipment and any other works which may be required for project.

4.1.6 **Submissions.**

The consultants shall submit to University seven sets of the above final detail Design/drawings documents, along with a soft copy.

4.1.7 **Tender/Bid Documentation**

i. Preparation of detailed cost estimate for grant of Technical Sanction estimate.

ii. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.

iii. Preparation of complete tender/bid documents comprising of BOQ, tender drawings, specifications.

iv. Attending Bid proceedings comprising of recording of minutes of meeting, preparation and signing of Bid evaluation report for hiring of contractor.

v. Preparation, and submission of contract agreement on approved format.

vi. Preparation and submission of work plan bases on MS Project or primavera.

vii. Approval of drawing and its presentation to HEC Steering committee.

4.1.8 **Submissions.**

The consultants shall submit to University five sets of the above final detail Design/drawings documents, along with a soft copy.

Core Team for Designing

Design staff should have the minimum qualification & experience depicted as under:-

Ser #	Designation	Qualification/Experience	No. of Posts
1	Senior Architect	M. Arch member of PCATP in good standing having 15 years or above of total experience of working on similar building projects of which 5 years must be as a team leader. or Bachelor of Architect with 20 years relevant experience. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as team leader.	1
2.	Senior Structural Engineer	Master's Degree 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).	1
3.	Senior Quantity Surveyor	DAE Civil in good standing, Having 15 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	1
4.	Electrical & Public Health Engineer	MEP Engineer - B.Sc. (Electrical, Mechanical & Public Health) member of PEC in good standing. Having 10 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of	2

		working with existing firm on similar building projects.	

Design Stage (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 (after approval)	10% of the amount due to the consultant under the head
2	Upon submission of final drawings/ designs of the project including detail structure design and drawings, detail architectural drawings with 3D Views, electrical designs, plumbing designs, Sui Gas, Sewerage, internet, Telephone, etc and other Allied Services and after approval from Client committee and HEC committee.	20% of the amount due to the consultant under the head
3	Upon submission of detail working /construction drawings.	15% of the amount due to the consultant under the head
4	Upon submission of detail documents, tender & bid documents, BOQs, drawings and specification etc on the format agreed with client.	15% of the amount due to the consultant under the head
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 contractors.	10% of the amount due to the consultant under the head.
7	Upon successful completion of the design phase.	05% of the amount due to the consultant under the head
8	Upon submission of Revised Drawings / As Built Drawings	05% of the amount due to the consultant under the head
9.	Upon successful Handing Over of completed project to Client	10% of the amount due to the consultant under the head

Note:

1. Preparation modified drawings/documents at any stage of execution without additional charges if required by the Client.

2. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

Deduction of Securities and Income Tax

i. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

ii. Income Tax and sale Tax will be deducted as per prevailing rates.

6.1. **Time Duration for the Assignment.**

The target time for completion of the Design Phase is 02 months.

Deliverables

a) **Design Phase**

i.	Inception Report	03-Copies.
ii.	Draft Detailed Design Report	03-Copies.
iii.	Draft Architectural & Structural Designing and Drawings for submission to HEC for approval.	03-Copies.
iv.	Architectural & Structural Designing and Drawings after Approval	03- Copies.
v.	Detailed Working drawings	03-Copies
vi	Tender/Bid Documents, Drawings and Specifications	3-Copies.
vii.	Detail Cost Estimate	3-Copies.
viii	Bid Evaluation Report and Comparative Statement	3-Copies.
ix	Soft Copies (Editable) of all approved drawings and all documentations.	

7. Phase – II) Resident Supervision Stage

7.1 Services for Resident Supervision of Civil Works Electrical, Mechanical, Plumbing and external development Works

The duties and functions for the consultant will include but not limited to the following: -

i) 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 specifications and agreement documents with due diligence, efficiency and its importance with the best Engineering practice and consulting standards for construction of all components.

ii) The Consultant will be responsible for Resident Supervision of the work by a qualified Graduate Engineer in the respective discipline, earthling system, External sewerage system & Disposal External water supply system (According to the requirement of site) etc.

iii) The Consultant shall certify that the works have been/being executed as per design and drawings standard specification, technically sanctioned estimates and within the provision of contract agreement.

iv) The Consultant shall certify that the works are executed in accordance with the established standard criteria and procedure.

v) The consultant shall ensure that the construction schedule provided in the contract agreement is strictly followed by the contractor.

vi) The consultant shall certify that the construction material brought by the contractors to be used in the construction works is in accordance with the specification and got tested as per standards practices laid down in specifications and will also ensure the quality control of works.

vii) The consultant shall report/advise to the client on any issue/problem arising in construction work during the execution of work and suggest remedial measures.

viii) The consultant will be responsible for testing (on contractor's cost) of:-

a. Material steel (sealed).
b. Concrete Cube, Brick, Cement.
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.

ix) The consultant shall verify the contractor's monthly payments and final payments and certify that payments released to the contractors are for works actually carried out at site and as per rates quoted approved in the tender and as per approved specification.

x) The consultant shall recommend to the Client for issuance of completion certificate stating that the work has been completed as per standard specifications, design drawings, estimates and contract agreement.

xi) One month prior to the expiry of the construction period of the work the consultant shall carry out a detailed final inspection of the work and submit a report to the department pointing out the defects short-comings and deficiencies, if any in the work and will also get them rectify by the contractor, before making recommendation is for the release of security deposit of the contractor.

xii) Consultant fee will be based on input of man month or as negotiated.

xiii) The consultant shall perform duties as Representative of client to supervise the construction work as per objective and scope of work with the best professional and consulting practice in a proactive manner to ensure that the project is completed as per target schedule set forth by the client.

xiv) In carrying out the assignment the consultant shall undertake the following works:-

a. Issue instruction to the contractor(s) and provide engineering supervision during the execution of work.

b. The consultants will attend and make measurements and computation of quantities of the completed works or any work which is about to be covered and maintain permanent records of all such measurements as basis for progressive payments to the contractors and keep the measurement documents are records in safe custody.

c. The consultant will maintain daily record of check requests/tests performed and approval correspondence and site diaries supported with pictorial evidence (both hard and soft form) and shall submit the record of daily inspection reports all the test made to the client on fortnight basis in an electronic form as well as through hard copy.

d. Prepare monthly progress reports maintain estimate and comparative statement of project costs and submit reports to the client.

e. Will make liaison between the client and contractor.

f. Approve the material testing and deficiencies reports in respect of the same to client.

g. Require, monitor and review the results of Tests to be carried out by the Contractor in accordance with the construction requirements.

h. Prepare and submit the "as-built" drawings for each component of the works.

xv) The consultant shall from its own source: establish a site office and meet the running/operational expenses.

xvi) The consultant shall supervise the construction activity in all matters concerning worker safety and care and advise the contractor/client on any problem arising in the construction work during its execution.

xvii) The consultant shall check systematically the progress of work according to the construction schedule of the agreement and shall submit monthly progress report in the prescribed format to client pointing out the deficiencies and suggest remedial measure.

xviii) Consultant shall be responsible for getting all such defects rectified from the concerned contractors(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.

xix) Client shall authorize his representative which may regularly visit the site of checking resident supervision of the consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work a site.

xx) The detailed construction supervision shall include planning, guidance, programming, inspection monitoring of construction activities and contractor's performance, Quantity and quality assurance, implementation of work plans and drawings as per design and specification.

xxi) Preparation and verification of variation orders and maintaining record of correspondence with the contractor and other stakeholders.

xxii) 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.

xxiii) The quality and quantity assurance shall be the sole responsibility of the consultants.

xxiv) 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.

7.2 **Staffing Requirement for Resident Supervision and their Responsibilities: -**

The Engineering Constriction Department of the University of Agriculture Faisalabad shall administer the Civil Work contracts. The consultants will help the project management office in decision making and shall be responsible for the quality and quantity control as per agreed laid down standards/specifications. Resident Supervision shall be provided for all activates throughout the construction period without break through qualified & experienced supervisory staff that shall perform their duties with due diligence and efficiency. Supervisory staff

should have the following minimum qualifications and experience: -

Ser #	Description	Nos	Qualification/Experience
1	Resident Engineer	1	Qualified M.Sc. or B.Sc Engr.(civil) member of PEC in good standing Having 20 years or above of total experience for BSc or 15 Years or above of total Experience for MSc working on similar building projects of which 5 years must be as a Resident Engineer. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as Resident Engineer.
2.	Site Inspector Electrical, Networking (Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
3.	Site Inspector Civil	1	Qualified DAE member in good standing. Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a Site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
4.	Site Inspector Public Health(Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.

Note:-

a. The Client will have a right to reduce/suspend the propose staff keepin view the pace of work/funding position.

b. The Client will have the right to fire/ withdraw of any supervisory staff services without any reasons and justifications.

7.3 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.

7.4 **Completion and Handing Over: -**

7.4.1 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.

7.4.2 The consultant shall be fully responsible for preparation & approval of PC-IV from the competent forum.

7.4.3 Prepare list/inventory and hand over to the Client, all correspondence with Contractor(s) dairies, testing of materials, IPCs. FPCs/final accounts, claims/disputes, court cases and assets etc on completion.

7.4.4 The Consultant shall be responsible for successful handing over of the project by the Contractor to the Client in accordance with the Contract Documents.

7.5 **Reporting Requirement/Deliverables.**

7.5.1 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 Contractor(s) with a comparison via-a-vis 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 Liner 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 the issues.

e. Maintaining estimate and comparative statement of project costs.

All record at the end of the project shall become the property of client.

7.5.2 **Technical/Laboratory Reports:**

The consult shall produce necessary technical reports, lab reports (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.

7.5.3 **Inspection Reports: -**

a. The consultant shall keep the record of daily inspection & material test (in respect of receipt reports in the prescribed forms at the site office and submit it to the client on weekly basis.

b. One month prior to the expiry of completion period the consultant shall carry out a detailed final inspection of the work and submit a report to the client pointing out the defects in the work if any.

c. Give notices to the contract for the any defect/deficiency and ensure their timely rectifications in case of persistent delay in the compliance of the directions issued by him appropriate action against the Contractor shall be taken/recommended to the Client under clauses on Contract Agreement.

d. The consultant shall be responsible for getting all such defects rectified from the concerned contract(s) and final payment(s) of the contractor(s) shall be verified only after satisfactory removal of the defects.

e. The consultant shall keep record of the daily inspection report and inform the Project Director about the potential problems which may arise an hamper progress of work besides making suitable recommendations for their solution at a minimum expense.

f. The consultant shall also be responsible for maintaining complete record of correspondence with the (contractors and other agencies, etc Copy of such record shall be provided to Client on regularly for its evaluation/ record.

7.5.4 **Final Completion Reports: -**

The consultants will prepare a comprehensive final report (5 hard copies with one soft copy) for the contract on substantial completion. This report shall summarize the method of construction location, details of works carried out, construction supervision performed during the project with visible and invisible benefits of the project by considering various indicators such as social-economic uplift, literacy, industrialization, job opportunities The report shall contain: -

a. 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.

b. Project quantities, Folders along with soft copy.

c. Comparison of initial and final BOQs.

d. Deduction sheet, if any, based on handing over reports.

7.5.5 Post Completion Stage: -

a. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.

b. Processing and recommendation of contractor's security after successful completion of defect liability period.

c. 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.

7.5.6 **Project Diary: -**

The consultant shall monitor and appraise progress of work and maintain daily project diary by recording all events pertaining to the administration of the contract, which may be of assistance in resolving claims, disputes and queries if any.

8. **Time Duration for Supervision Stage**

The time duration for the supervision stage of the proposed project is as under 24 months. However, the supervisory staff will be curtailed proportionately with regard to completion of the project.

Mode of Payment (Supervision Phase)

xi. Interim detailed supervision charges will be paid, by taking into account the actual verified on Man Month basis as in the contract agreement.

xii. All payments will be made subject to availability of funds. 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 Executive Engineer for payment purpose.

xiii. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

xiv. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

xv. 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.

Deliverable (Supervision Phase)

i)	Monthly Progress Report	3-Copies.
ii).	Inspection Report of works of each visit during construction of the building.	03- Copies
iii)	Construction Drawings	3-Copies
iv)	Assistance and preparation of completion report / P.C. IV	3-Copies
v)	As build drawings	3-Copies.
vi)	Post completion Report	3-Copies.
vii)	Soft copy (Editable) of all	

9. **Liability**

Professional liability as stated in the prevalent conduct and practice of consulting engineering prescribed by PEC and as given under Rule 54 of Punjab Procurement Rule 2014 shall be applicable to the consultant.

10. **Role of the Client**

University of Agriculture Faisalabad will provide necessary inputs regarding design and supervision of the project components.

Time Duration: -

Time for design phase	02 month
Time for supervision phase	16 months

D R A F T C O N T R A C T

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.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name_____

Contract No._____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

VII. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter referred to as the "Contract") is made on the ____ day of the month of _____, 20___.

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;

(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. _____

VIII. General Conditions of Contract

A. General Provisions

1. Definitions

1.1Unless 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

2.4. 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

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

4. Language

4.4. 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

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

6. Communications

6.7. 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**.

6.8. 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

7.4. 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

8.4. 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

9.4. 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

d. Fraud and Corruption

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

(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 Clint 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 miss procurement 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 nominated[4] 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.

b. Commissions and Fees

10.8. 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

[4] 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.

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

11.4. 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.

12. Commencement of Services

13.4. 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**.

13. Expiration of Contract

14.4. 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**.

14. Entire Agreement

15.4. 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.

15. Modifications or Variations

16.4. 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.

16. Force Majeure

a. Definition

17.28. 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.

17.29. 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.

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

b. No Breach of Contract

17.31. 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

17.32. 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.

17.33. 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.

17.34. 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.

17.35. 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.

17.36. 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.

17.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.

18.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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 GCC25.2 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).

25. 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.

26. 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**.

27. 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

28. 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.**

29. 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.

30. 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

31. 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**.

32. 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.

33. 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

34. 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.**

35. 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.

36. 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

37. 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**.

38. 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.

39. Currency of Payment

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

40. 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.

41. 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

42. 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

43. Amicable Settlement

All proceedings to settle a dispute will be governed by the rules and regulations of Pakistan Arbitration Act 1940.

DECISION OF ENGINEER If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other Party., the Engineer shall give his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to suitable Clause of the

contract within Three (03) working days.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

COMMITTEE: If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the Tenth (10) day after the day on which he received the reference, then either the Employer or the Contractor may, proceed to the Committee for the settlement of dispute.

The committee will be comprised of following members.

5- The Treasurer, UAF (Convener)
6- Project Director, UAF (Member)
7- Executive Engineer, UAF (Member)
8- Two representatives of Consultant/Engineer (Members)

ARBITRATOR: Any of the parties not satisfied with the decision of the committee may request to The Arbitrator, The Vice Chancellor, UAF, to review for settlement of the dispute. The decision of the arbitrator shall be final and binding on both parties.

COURT JURISDICTION: Only the Courts of Law in Faisalabad City shall have exclusive jurisdiction to adjudicate upon the decision of arbitrator brought by Contractor in relation to this particular contract.

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	**The addresses are:** **Client:** **University of Agriculture, Faisalabad** **Attention:** **Executive Engineer** **E-mail:** **engrabdulmannan8@gmail.com** **Consultant:** _____ **Attention:** _____ **E-mail:** _____
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *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.]* **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*_____ Email: **For the Consultant:** *[name, title]*_____ Email:
11.1	**Effective date:** Date of signing of the Agreement
13.1	**Commencement of Services:** **The number of days shall be seven (07) days.**

	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** 18 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	**"Limitation of the Consultant's Liability towards the Client:** (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: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (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; (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".

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- through Form- of the Consultant's Proposal. Highlight the changes to Section 6 of the RFP]

……

APPENDIX B - KEY EXPERTS

[Insert a table based on Tech-8 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- and Form-] 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- and Form-] 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- 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 (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 ii) 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*."]*

UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)

Procurement of Services of Consulting Firm

FOR

Sr. No.05

SHIFTING OF MOTORPOOL NEAR G.P GATE AT UNIVERSITY OF AGRICULTURE, FAISALABAD

REQUEST FOR PROPOSAL

Country:	**Pakistan**
Region:	**Faisalabad**
Location:	**Main Campus, University of Agriculture, Faisalabad**
Required Firm Category:	**PEC/PCATP Consultancy Firms already prequalified firms at UAF**

Project Name: **Shifting of Motor pool near G.P Gate at University of Agriculture, Faisalabad**

Project Duration:	**12 Months**

DEFINITIONS:

I. "Client" means University of Agriculture, Faisalabad 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 / Punjab

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. 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. "LCS" means Least Cost 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 like Universities

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 Data Sheet annexed. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft copy of contract is enclosed with the RFP documents.

1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.

1.3 The Client has been entrusted the duty to implement the Project as Executing Agency for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the standard contract for which this RFP is being issued.

1.4 To obtain first-hand information of the Assignment and about the local conditions, you can pay a visit to the Client before submitting a proposal. 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:

IV. 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.

V. Incomplete defective proposals and proposals not conforming to the RFP documents shall be liable to rejection.

VI. 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**

v. 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.

vi. Pre-bid meeting will be held on showing in data sheet.

vii. 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.

viii. 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:

vii. JV/Consortium of firms can apply only as a same JV/Consortium with a same Lead firm for this RFP.

viii. Subcontracting part of the Assignment to other consultants is not allowed.

ix. The key professional staff proposed shall be permanent employees of the firm for at-least 01 year unless otherwise indicated in the Data Sheet.

x. Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment.

xi. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position & must be supported with PEC & PCATP, registration certificate, duly signed by the key personnel and countersigned/stamped by the firm's competent authority, otherwise it will not be acceptable.

xii. 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:

TECH-1	Technical Proposal Submission Form
TECH-2	Consultant's Organization and Experience A. Consultant's Organization B, Consultant's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client A. On the Terms of Reference B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, Work Plan and Quality Control Policy for Performing the Assignment
TECH-5	Team Composition and Task Assignments
TECH-6	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-7	Staffing Schedule
TECH-8	Work Schedule - (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).
TECH-9	Historical Financial Performance.
TECH-10	Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as mentioned in proposal).

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. Name, full address and partnership deed of the contractors/firms with power of attorney in favour of person authorized.

b. Type of firm i.e A.O.P or Pvt. (Ltd). Etc.

c. Certificate of registration of a Firm with PEC/PCATP.

d. Year of establishment supported by certificate from the Registrar of Firms /SECP.

e. Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC/PCATP) if any.

f. National Tax Number of consultant(s).

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

h. A certificate / affidavit on Stamp Paper of Rs 100/-that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.

i. 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, Resident Supervision, Verification of Interim Bill s and Final Bills submitted by Contractor etc. These costs should be broken into foreign (if applicable) and local costs (if required). Your financial proposal should be prepared using the formats attached as **Appendix-II**, else the proposal of applicant firm will be rejected.

3.8 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.

3.9 Costs may be expressed in Pak Rs. Inclusive of all taxes applicable during the currency of the project.

3.10 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 envelops, 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, Computer Print, 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 interlineations 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 Single Stage Two-Envelope procedure shall be adopted in ranking of the proposals.

Technical Proposal

5.2 The committee of the Client shall carry out its evaluation only to judge eligibility and responsiveness of bidding firm.

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	**The name of the Assignment is:** **Hiring of E/A Consultancy Services** for the project titled **Shifting of Motor pool Near G.P Gate At University of Agriculture, Faisalabad** SALIENT FEATURES OF PROJECT ARE:

Sr. #.	Description	Summary of assignment	Remarks
1	Shed	Total covered area 59370 SFT	Soil Investigation, topographic map, master Plan and Conceptual Plans, Detailed Engineering /Architectural Design And, Preparation Of Bidding Documents/ Engineer's Estimate, TOR's For Selection Of Contractor, Tender Process, Selection Of Contractor, Detailed Construction Supervision
2	Office Block	Total covered area 1369 SFT including 02 Nos office with attach Bath	
3	Annexi	Total covered area 840 SFT including (01Nos) Room	
4	Driver Room	Total covered area 3881SFT including 06 Nos Roooms	
5	Toilet Block	Total covered area 388SFT including (08Nos)Bath	
6	Tuff Tile	Total covered area 98364SFT	
7	External Development Work	External Water Supply Works Sewerage System, External Electric Work, External Sui Gas Roads walkway street light etc.	

Name of the Client :

University of Agriculture, Faisalabad

The address of the official is:

Engr. Abdul Mannan
Executive Engineer(ECD-P)
Telephone: 041-9200161-70
E-mail: engrabdulmannan8@gmail.com

1.2 **The brief description and the objectives of the assignment are:**

Location

The Project site is located in Main Campus, University of Agriculture, Faisalabad.

Objectives:

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: (a) Soil Investigation, topographic map, master Plan and Conceptual Plans (b) Preparation of Detailed Designs (Architectural, Structural, Electrical, Public Health), BOQs and detailed Tender Documents for procurement of Contractor. (c) Assist in Procurement of contractors for construction and complete evaluation of Bids of Contracting Firms, Preparation of detailed Comparative Statement. (d) Resident Supervision the construction activities and maintain the quality and progress. (e) Verification of Interim & Final Bills submitted by contractor Details are provided in the TOR.
1.3	**Phasing of the Assignment, if any:** (b) Detailed Design of Building, allied Infrastructure Works as Tender Documentation as per Govt. of the Punjab, PPRA &PPRA Punjab by laws. (b) Detailed Resident Construction Supervision.
1.4	**A Pre-Proposal Conference will not be held.**
1.5	**The Employer shall provide the following inputs:** • Close Coordination • Identification of Project boundary etc and other allied details.
1.6	The client will provided input required for preparation of proposal but any facility of stay and transportation etc will not be provided.
1.7	**Selection Procedure: -**The Consultants shall be selected under the selection method of Least Cost Selection (LCS). The procedure for opening of proposals will follow the principles of P.E.C. **Single Stage-Two Envelope procedure**, which is presented as follows: - *(xviii) 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.* *(xix) Initially, only the envelope marked **"TECHNICAL PROPOSAL"** will be opened as per criteria mentioned in the tender documents and the F**INANCIAL PROPOSAL"** shall be opened only for the once who have fulfilled the criteria for mentioned in tender Documents.* *(xx) 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.* *(xxi) 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 open the FINANCIAL PROPOSALS of the technically qualified firms immediately after.*
2.1	**The Documents are:**

	1. Data Sheet 2. Technical Proposal Forms for consultancy services 3. Financial Proposal Form for consultancy services 4. Terms of Reference (TOR) 5. Appendices etc. 6. Draft Form of Contract
2.2	**The address of the Personnel for seeking clarification is:** **Engr. Abdul Mannan** **Executive Engineer(ECD-P)** Telephone: 041-9200161-70 E-mail: engrabdulmannan8@gmail.com
3.4 (iii)	**Proposed key staff shall be employees, who are employed with the respective Consultant to submission of this proposal:** Yes, and the Consultant has to submit Proof of employment for last two years to be attached in shape of salary slip and appointment letter, a proof of employment failure to which results in non-consideration of staff. Degree of employees should be attached.
3.5	Proposal shall be submitted in **English** language.
3.6	Consultant firm may associate with other firms:- **NO**
3.7	Training is not a specific component of this assignment.
3.8	**Costs may be expressed in currency (s) :-** **Pakistani Rupees**
3.9	Following supervision staff will be deputed on site by the consultant during supervision phase,

S.NO	Description	No's
1	Resident Engineer	01
2	Site Inspector-Civil	01
3	Site Inspector- Public Health (Intermittent two visit per month or as per site/client requirement)	01
4	Site Inspector-Electrical and Networking (Intermittent two visit per month or as per site/client requirement)	01

4.1	**The number of copies of the Technical Proposal required is:** Original One (1) Copies one(1) **The number of copies of the Financial Proposal (in sealed envelope) required is:** Original One (1)
4.5	**Proposals to be submitted at:** **Office of the Project Director** **The date and time of the proposal submission is:-** **Date:- 21 July 2022- Time:- 11: 30 Hrs.**
4.6	**Validity of the proposal is:** 180 Days

5.1	Deleted.
5.2	**The date, time and address for the Technical proposal opening is:** **Date:- 21 July 2021** **Submission Time: 11.30 Hrs.** **Bids opening Time: 12.00 Hrs** **Place of Proposal Opening: Office of Project Director (ECD-P) UAF**
5.5	**Deleted**
6.3	**The assignment is expected to commence on:** To be informed later on **Time Period for this Project is: 12 Months** **Design Phase: 02 Month** **Detail Construction Supervision Phase: 10 Months**
7.1	All Site Facilities including Site Office and transport of Consultant Site Staff will be borne 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

TECHNICAL PROPOSAL - STANDARD FORMS

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

Refer to Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 1 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience
A Consultant's Organization
B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
I On the Terms of Reference
J On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment and quality control policy.

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

TECH-9 Historical Financial Performance.

TECH-10 Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as pre-qualified by HEC)

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

We are submitting our Proposal in association with: [*Insert a list with full name and address of each JV Consultant*][2]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

9 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with:* "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

10 [*Delete in case no association is foreseen.*]

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity (including organ gram) and each associate for this assignment.*]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Consultant's Experience

SUMMARY OF SIMILAR ASSIGNMENTS (DEVELOPMENTAL WORKS OF UNIVERSITIES)

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

i. A maximum of 05 similar ongoing/completed assignments (developmental works of Universities only) of worth of Rs. 50.0 million & above

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	Nº of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Summary of similar assignments (developmental works of Govt. Sector other than Universities)

A maximum of 05 similar ongoing/completed assignments (developmental works of Govt. Sector Other Than Universities) of worth of Rs. 50.0 million & above

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N^{o} of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	N^{o} of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

FORMTECH- 4 DESCRIPTION OF APPROACH, METHODOLOGY ANDWORK PLAN FOR PERFORMING THEASSIGNMENT

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

e) Technical Approach and Methodology,
f) Work Plan, and
g) Organization and Staffing,
h) Quality Control Policy.

d) **Technical Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

e) **Work Plan**. In this chapter you 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 the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

f) **Organization and Staffing**. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
Submit organ gram plan/chart for site supervision team & their core responsibilities/ methodology.

d) **Quality Control Policy** 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.

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORMTECH-6 CURRICULUM VITAE (CV) FOR PROPOSEDPROFESSIONAL STAFF

11. Proposed Position [*only one candidate shall be nominated for each position*]: _____

12. Name of Firm [*Insert name of firm proposing the staff*]: _____

_____

13. Name of Staff [*Insert full name*]: _____

14. Date of Birth:_____**Nationality**: _____

15. CNIC No (if Pakistani**):_____or Passport No:_____**

16. Education:

Degree	*Major/Minor*	*Institution*	*Date (MM/YYYY)*

17. Membership of Professional Associations: _____

_____

18. Other Training [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

_____

_____

19. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

_____

20. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

Employer	*Position*	*From (MM/YYYY)*	*To (MM/YYYY)*

11. Detailed Tasks Assigned

[*List all tasks to be performed under this assignment*]

a. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

i. Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

ii. Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

13) Name of assignment or Project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

14) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

15) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: ____

Note:- Degrees of employers, proof of employment for last two years in shape of salary slip and appointment letter should be attached with technical proposal.

FORM TECH-7 STAFFING SCHEDULE[1]

Full time input
Part time input

Year:_____																
N°	Name of Staff	Staff input (in the form of a bar chart)[2]												Total staff-month input		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field[3]	Total
1		[*Home*] [*Field*]														
2																
3																
		[*Home*] [*Field*]														
											Total					

13 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
14 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
15 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8 WORK SCHEDULE

Year:_____

N°	Activity[1]	Months[2]											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

9 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other bench Points such as Client approvals. For phased assignments indicate activities, delivery of reports, and bench Points separately for each phase.

10 Duration of activities shall be indicated in the form of a bar chart.

FORMTECH-9 HISTORICAL FINANCIAL PERFORMANCE

Average annual consultancy turnover for last Five (05) years as under:-

Average Annual Turnover for last Five (05) Years	
Years	**In PKR**
2017-2018	
2018-2019	
2019-2020	
2020-2021	
2021-2022	
Total:-	
Average:-	

Note:- Attach documentary proof of audited financial statements from chartered accountant of last Five years

FORM TECH-9 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 ("CNIC") 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**:**

1. _____

2._____

NOTARY PUBLIC:

_____

[INSERT NAME OF GUARANTOR]

For:

_____

By:

Its:

APPENDIX-II

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL - STANDARD FORMS

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in RFP.

[*The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided in the RFP.*

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-2A	Financial Proposal/Bid Sheet for Design Phase
FIN-3	Breakdown of Costs by Activity
FIN-4	Breakdown of Remuneration
FIN-5	Reimbursable expenses
Appendix:	Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]]. This amount is inclusive of all the applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs(Pak Rupees)
Total Costs of Financial Proposal	
a. Design Phase (1 Month)	
b. Supervision Phase (For 11 Months)	
Grand Total:-	
Grand Total (In words)	

Note:-

1. The Total Contract amount shall be paid as per payment schedule given in TOR
2. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.). which will be recovered at source at the time of making payment)

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2A Financial Proposal/Bid Sheet for Design Phase

Financial Proposal for Procurement of Consultancy Services for project tiled **" Shifting of Motor Pool near G.P Gate at University of Agriculture, Faisalabad"** as Per TOR for Detail Engineering /Architectural Design Preparation of Bidding Documents/ Engineer Estimate, Detailed Construction Supervision & Monitoring of :-

Sr #	Description	Unit	Construction cost	Quoted Rate in PKR	Amount PKR
	Shifting of Motor Pool near G.P Gate at University of Agriculture, Faisalabad	%age of construction cost	Rs.276.262 Million		**(construction cost × quoted rate) ÷ 100**

Note:-

9. The Total Contract amount shall be paid as per payment schedule given in TOR.
10. The amount quoted involves all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).
3. The base price for the project for evaluation of financial proposal will be same as mentioned in para 1.4 of TOR.
4. Initially, the construction cost for the purpose of financial bid, should be taken as **Rs. 276.262 Million**. Moreover, payments to the consultants till award of civil works will be made according to the said amount.
5. 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.
6. 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.
7. 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.
8. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any)
9. The client will deduct 10% of each payment as security which would be released After 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

10. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment)

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY[1]

Group of Activities (Phase):[2]	**Description:**[3]
Cost component	Costs (Pak Rupees)
Remuneration	
Reimbursable Expenses	
Subtotals	

Note:- Above quoted % age rates & other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment.

17 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in FormFIN-2.

18 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of FormTECH-8.

19 Short description of the activities whose cost breakdown is provided in this Form.

20 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4 and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____				
Name 2	**Position**[3]	**Staff-month Rate**[4]	**Input**[5] (Staff-months)	Pak Rupees
Staff				
		[*Home*]		
		[*Field*]		
		[*Home*]		
		[*Field*]		
			Total Costs	

25 Form FIN-4 shall be filled for each of the Forms FIN-3provided.
26 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
27 Positions of Professional Staff shall coincide with the ones indicated in FormTECH-5.
28 Indicate separately staff-month rate and currency for home and fieldwork.
29 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
30 Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name[2]	Position[3]	Staff-month Rate[4]
Staff		
		[*Home*] [*Field*]
		[*Home*] [*Field*]

17 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

18 Professional Staff should be indicated individually; Support Staff should be indicated per category(e.g.: draftsmen, clerical staff).

19 Positions of the Professional Staff shall coincide with the ones indicated in FormTECH-5.

20 Indicate separately staff-month rate and currency for home and fieldwork.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES[1]

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____					
N°	**Description**	**Unit**	**Unit Cost**	**Quantity**	**Pak Rupees**
	Per diem allowances	Day			
	Miscellaneous travel expenses	Trip			
	Communication costs between [*Insert place*] and [*Insert place*]				
	Drafting, reproduction of reports				
	Use of computers, software				
	Local transportation costs				
	Office rent, clerical assistance				
				Total Costs	

5 Indicate unit cost and currency.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description	Unit	Unit Cost
	Per diem allowances	Day	
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	Drafting, reproduction of reports		
	Use of computers, software		
	Local transportation costs		
	Office rent, clerical assistance		

5 Indicate unit cost and currency.

Sample Form

Consulting Firm:

Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(u) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than withinthenormalannualsalaryincreasepolicyasappliedtoallthefirm'sstaff;

(v) attached are true copies of the latest salary slips of the staff members listed;

(w) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(x) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(y) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____

[Name of Consulting Firm]

_____ _____

Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Fee[2]	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Field									

9. Expressed as percentage of1
10. Expressed as percentage of4

TERMS OF REFERENCE (TOR)

FOR

HIRING OF ENGINEERING CONSULTING FIRM FOR

SHIFTING OF MOTOR POOL NEAR G.P GATE AT UNIVERSITY OF AGRICULTURE, FAISALABAD

UNIVERSITY OF AGRICULTURE, FAISALABAD

June 2022.

1. Introduction:

University of Agriculture, Faisalabad intends to Hire Design and Resident Supervision consultancy services of Firms Prequalified by UAF. The civil works component of approx. Pak **Rs 276.262 Million**. The scope of services is 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.

1.1 Background of the Project.

*University of Agriculture, Faisalabad intends to implement and execute the "*Shifting of Motor Pool Near G.P Gate at University of Agriculture, Faisalabad*"*

1.2 Objective of Consultancy.

The objective of hiring Engineering/Architectural Consulting firm is to ensure technical viability of civil work component and implementation of the project.

1.3 Scope of Work/Consultancy Services.

a) **Design Phase**

The consultant shall be responsible for soil investigation, topographic map, master plan and preparation of architectural plans, 3D views, structure design, internal & external water supply and sewerage system, BOQ, cost estimates, rate analysis, tender documents and detail working/construction drawings

b) Resident Supervision

Complete Resident Supervision of the project to ensure Quality of Work as per specifications and Quantity as per BOQ. Verifications of all Interim Bills and Final Bills submitted by Contractor. As built Drawings of Project. Handing Over of completed project back to Client with complete documentation.

1.4 **Civil Works Components/Tasks: -**

1.4.1

Sr No		Name of Sub Projects	No. of Units	Covered Area (Approx (Sft)
1		Shifting of Motor Pool Near G.P Gate at University of Agriculture, Faisalabad		
	i)	Shed	1	59370 SFT
	ii	Office Block	1	1369SFT
	iii	Annexi	1	840 SFT
	iv	Driver Room	1	3881SFT
	v	Toilet Block	1	388SFT
	vi	Tuff Tile	1	98364SFT
		External Development Works: External Electric Work, Sewerage system, External Sui Gas Roads walkway street light etc.		
		Total covered Area:-		**161212Sft**
		Cost of Building		**Rs. 276.262 (M)**

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.

- Detailed Architectural/Engineering, structural design of aforesaid buildings. Internal Services (Electrical, Water Supply, Sewerage System, Sui Gas, Telephone/Data Network, etc.)
- Detailed Architectural/Engineering design of External Developmental Works of Compound Wall, Main Gate with Security Room, Water Supply System, Sewerage System, Electrical System Sui Gas Works, Roads, Walkways, Vehicle Parking etc.
- The consultant should take care of latest building codes along with latest codes and standards.
- Preparation of Tender/Construction Drawing and Tender Documents
- Preparation of Bill of Quantities (BOQs)/Engineer Estimates and Tender/Bid Documents.
- Client assistance in the prequalification of the contractors.
- Bids/Tenders evaluation, Comparative Statement.

- 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.

1.5 **Terms of Reference.**

Terms of reference has been developed on the basis of scope of work and are produced in the following sections.

2.1 **Data Collection.**

i. Obtain University's priorities, preferences, parameter, criteria and other similar information for the implementation of the project.

ii. The Consultants shall collect all necessary data regarding the user's requirements of the proposed site, its surroundings climate and materials etc, which information is required for proper planning and design of project,

3.1 **Infrastructure Facilities.**

3.1.1 **Preliminary Design.**

Prepare and submit schematic architectural design of buildings as per client requirement.

3.1.2 **Submissions.**

The consultants shall submit two sets of preliminary architectural schematic designs for the approval of Competent Authority of the University. Any changes suggestions or recommendations made by the Competent Authority of the University will be discussed jointly.

The University shall retain one set of marked drawings showing corrections and proposed changes, which will be incorporated in the next phase and will return one set of marked drawings showing the proposed correction changes for further necessary action by Consultant.

Making presentation at various stage of designing as per requirement the Competent Authority of University and their Final Approval.

The suggestion of Competent Authority of the University shall be incorporated in the final architectural schematic drawings.

The consultants shall submit five sets of final architectural schematic designs and drawings, along with a soft copy, for reference and record for the University.

3.1.3 **Detailed Designs.**

i) Incorporating the Competent Authority suggestions and comments, if any to undertake the final engineering design of the buildings and detailed design of various components.

ii) The consultants shall update the cost estimate after completion of design development/detailed design stage.

3.1.4 **Final Design Phase.**

- Prepare final specifications set forth in the detail for the works to be done and the materials, workmanship and equipment required for the works.

- Prepare analysis of non-scheduled rates for the major items of work covered in the cost estimates and not available in the Composite Schedule of Rates/MRS, Punjab.

- Prepare a final computer aided based estimate of cost based on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution time frame. The consultants are required to submit complete printout, each signed by an estimator and a checker.

4.1.3 **Detailed Engineering Designs.**

Based on drawings and documents prepare and approved during the architectural design stage, After incorporating the University's and HEC suggestions and comments the consultant shall:-.

v. **Design/plans of the Project shall include the following:-**
Exact locations of internal water supply, internal sewerage, telephone, gas networks and electric lines in plans and section of building.

vi. Prepare computer aided detail drawings consisting of :-
- Architectural plan of all floors.
- Structural drawings of slabs, beams and columns.
- Internal & External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).
- Detail Design of all allied external services like External electrification with standby generators system, Water Supply, Sewerage System, Roads/Footpath/ Street lights, drainage system , Landscaping and development of play grounds/Sports area, etc.
- Any other design/drawings necessary for the successful completion of the facility.

iii. Prepare & submit analysis of rates for the major items of work covered in the cost estimates and not available in the composite schedule of rates/MRS, Punjab.

iv. Prepare & submit a final computer aided based estimate of cost base on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution timeframe. The consultants are required to submit complete printout, each signed by the estimator and a checker for Technical Sanction.

v. Certify the correctness and adequacy of design and estimate.

vi. Provide certification on all structural drawings duly signed for Technical Sanction.

4.1.4 **Submissions**.

The consultant shall submit the seven sets of detailed Architectural & Engineering and Structure Design/Drawings (along with AutoCAD soft copy), pertaining to each civil works component/ sub project i.e. Internal &External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).

4.1.5 **Construction Phase.**

The Consultants shall prepare the detailed working/construction drawings for each civil works component/sub-project and allied works/ services including water supply/sewerage system etc.

i. Prepare and submit setting out plan, earth work excavation profiles/plans, any amended/modified design and drawings as may be necessary during execution of works at the site.

iii. Detailed structural design, drawings, etc.

iv. Detailed drawings for internal and external electrification with stand by generators system, power distribution and sub-station, electric panels, plumbing, internal and external services, external development, allied services, mechanical and other infrastructure works.

v. Details design of doors, windows, floor pattern, washrooms, kitchens, internal and external finishes and cladding, false ceiling, laboratory counters & fixtures, design and specifications of any specialized equipment and any other works which may be required for project.

4.1.6 **Submissions.**

The consultants shall submit to University seven sets of the above final detail Design/drawings documents, along with a soft copy.

4.1.7 **Tender/Bid Documentation**

i. Preparation of detailed cost estimate for grant of Technical Sanction estimate.

ii. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.

iii. Preparation of complete tender/bid documents comprising of BOQ, tender drawings, specifications.

iv. Attending Bid proceedings comprising of recording of minutes of meeting, preparation and signing of Bid evaluation report for hiring of contractor.

v. Preparation, and submission of contract agreement on approved format.

vi. Preparation and submission of work plan bases on MS Project or primavera.

vii. Approval of drawing and its presentation to HEC Steering committee.

4.1.8 **Submissions.**

The consultants shall submit to University five sets of the above final detail Design/drawings documents, along with a soft copy.

Core Team for Designing

Design staff should have the minimum qualification & experience depicted as under:-

Ser #	Designation	Qualification/Experience	No. of Posts
1	Senior Architect	M. Arch member of PCATP in good standing having 15 years or above of total experience of working on similar building projects of which 5 years must be as a team leader. or Bachelor of Architect with 20 years relevant experience. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as team leader.	1
2.	Senior Structural Engineer	Master's Degree 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).	1
3.	Senior Quantity Surveyor	DAE Civil in good standing, Having 15 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	1
4.	Electrical & Public Health Engineer	MEP Engineer - B.Sc. (Electrical, Mechanical & Public Health) member of PEC in good standing. Having 10 years or above of total experience of working on similar building	2

		projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	

Design Stage (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 (after approval)	10% of the amount due to the consultant under the head
2	Upon submission of final drawings/ designs of the project including detail structure design and drawings, detail architectural drawings with 3D Views, electrical designs, plumbing designs, Sui Gas, Sewerage, internet, Telephone, etc and other Allied Services and after approval from Client committee and HEC committee.	20% of the amount due to the consultant under the head
3	Upon submission of detail working /construction drawings.	15% of the amount due to the consultant under the head
4	Upon submission of detail documents, tender & bid documents, BOQs, drawings and specification etc on the format agreed with client.	15% of the amount due to the consultant under the head
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 contractors.	10% of the amount due to the consultant under the head.
7	Upon successful completion of the design phase.	05% of the amount due to the consultant under the head
8	Upon submission of Revised Drawings / As Built Drawings	05% of the amount due to the consultant under the head
9.	Upon successful Handing Over of completed project to Client	10% of the amount due to the consultant under the head

Note:

1. Preparation modified drawings/documents at any stage of execution without additional charges if required by the Client.

2. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

Deduction of Securities and Income Tax

i. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

ii. Income Tax and sale Tax will be deducted as per prevailing rates.

6.1. **Time Duration for the Assignment.**

The target time for completion of the Design Phase is 02 months.

Deliverables

a) **Design Phase**

i.	Inception Report	03-Copies.
ii.	Draft Detailed Design Report	03-Copies.
iii.	Draft Architectural & Structural Designing and Drawings for submission to HEC for approval.	03-Copies.
iv.	Architectural & Structural Designing and Drawings after Approval	03- Copies.
v.	Detailed Working drawings	03-Copies
vi	Tender/Bid Documents, Drawings and Specifications	3-Copies.
vii.	Detail Cost Estimate	3-Copies.
viii	Bid Evaluation Report and Comparative Statement	3-Copies.
ix	Soft Copies (Editable) of all approved drawings and all documentations.	

7. Phase – II) Resident Supervision Stage

7.1 Services for Resident Supervision of Civil Works Electrical, Mechanical, Plumbing and external development Works

The duties and functions for the consultant will include but not limited to the following: -

i) 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 specifications and agreement documents with due diligence, efficiency and its importance with the best Engineering practice and consulting standards for construction of all components.

ii) The Consultant will be responsible for Resident Supervision of the work by a qualified Graduate Engineer in the respective discipline, earthling system, External sewerage system & Disposal External water supply system (According to the requirement of site) etc.

iii) The Consultant shall certify that the works have been/being executed as per design and drawings standard specification, technically sanctioned estimates and within the provision of contract agreement.

iv) The Consultant shall certify that the works are executed in accordance with the established standard criteria and procedure.

v) The consultant shall ensure that the construction schedule provided in the contract agreement is strictly followed by the contractor.

vi) The consultant shall certify that the construction material brought by the contractors to be used in the construction works is in accordance with the specification and got tested as per standards practices laid down in specifications and will also ensure the quality control of works.

vii) The consultant shall report/advise to the client on any issue/problem arising in construction work during the execution of work and suggest remedial measures.

viii) The consultant will be responsible for testing (on contractor's cost) of:-

a. Material steel (sealed).
b. Concrete Cube, Brick, Cement.
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.

ix) The consultant shall verify the contractor's monthly payments and final payments and certify that payments released to the contractors are for works actually carried out at site and as per rates quoted approved in the tender and as per approved specification.

x) The consultant shall recommend to the Client for issuance of completion certificate stating that the work has been completed as per standard specifications, design drawings, estimates and contract agreement.

xi) One month prior to the expiry of the construction period of the work the consultant shall carry out a detailed final inspection of the work and submit a report to the department pointing out the defects short-comings and deficiencies, if any in the work and will also get them rectify by the contractor, before making recommendation is for the release of security deposit of the contractor.

xii) Consultant fee will be based on input of man month or as negotiated.

xiii) The consultant shall perform duties as Representative of client to supervise the construction work as per objective and scope of work with the best professional and consulting practice in a proactive manner to ensure that the project is completed as per target schedule set forth by the client.

xiv) In carrying out the assignment the consultant shall undertake the following works:-

a. Issue instruction to the contractor(s) and provide engineering supervision during the execution of work.

b. The consultants will attend and make measurements and computation of quantities of the completed works or any work which is about to be covered and maintain permanent records of all such measurements as basis for progressive payments to the contractors and keep the measurement documents are records in safe custody.

c. The consultant will maintain daily record of check requests/tests performed and approval correspondence and site diaries supported with pictorial evidence (both hard and soft form) and shall submit the record of daily inspection reports all the test made to the client on fortnight basis in an electronic form as well as through hard copy.

d. Prepare monthly progress reports maintain estimate and comparative statement of project costs and submit reports to the client.

e. Will make liaison between the client and contractor.

f. Approve the material testing and deficiencies reports in respect of the same to client.

g. Require, monitor and review the results of Tests to be carried out by the Contractor in accordance with the construction requirements.

h. Prepare and submit the "as-built" drawings for each component of the works.

xv) The consultant shall from its own source: establish a site office and meet the running/operational expenses.

xvi) The consultant shall supervise the construction activity in all matters concerning worker safety and care and advise the contractor/client on any problem arising in the construction work during its execution.

xvii) The consultant shall check systematically the progress of work according to the construction schedule of the agreement and shall submit monthly progress report in the prescribed format to client pointing out the deficiencies and suggest remedial measure.

xviii) Consultant shall be responsible for getting all such defects rectified from the concerned contractors(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.

xix) Client shall authorize his representative which may regularly visit the site of checking resident supervision of the consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work a site.

xx) The detailed construction supervision shall include planning, guidance, programming, inspection monitoring of construction activities and contractor's performance, Quantity and quality assurance, implementation of work plans and drawings as per design and specification.

xxi) Preparation and verification of variation orders and maintaining record of correspondence with the contractor and other stakeholders.

xxii) 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.

xxiii) The quality and quantity assurance shall be the sole responsibility of the consultants.

xxiv) 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.

7.2 **Staffing Requirement for Resident Supervision and their Responsibilities: -**

The Engineering Constriction Department of the University of Agriculture Faisalabad shall administer the Civil Work contracts. The consultants will help the project management office in decision making and shall be responsible for the quality and quantity control as per agreed laid down standards/specifications. Resident Supervision shall be provided for all activates throughout the construction period without break through qualified & experienced supervisory staff that shall perform their duties with due diligence and efficiency. Supervisory staff

should have the following minimum qualifications and experience: -

Ser #	Description	Nos	Qualification/Experience
1	Resident Engineer	1	Qualified M.Sc. or B.Sc Engr.(civil) member of PEC in good standing Having 20 years or above of total experience for BSc or 15 Years or above of total Experience for MSc working on similar building projects of which 5 years must be as a Resident Engineer. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as Resident Engineer.
2.	Site Inspector Electrical, Networking (Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
3.	Site Inspector Civil	1	Qualified DAE member in good standing. Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a Site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
4.	Site Inspector Public Health(Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.

Note:-

a. The Client will have a right to reduce/suspend the propose staff keepin view the pace of work/funding position.

b. The Client will have the right to fire/ withdraw of any supervisory staff services without any reasons and justifications.

7.3 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.

7.4 **Completion and Handing Over: -**

7.4.1 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.

7.4.2 The consultant shall be fully responsible for preparation & approval of PC-IV from the competent forum.

7.4.3 Prepare list/inventory and hand over to the Client, all correspondence with Contractor(s) dairies, testing of materials, IPCs. FPCs/final accounts, claims/disputes, court cases and assets etc on completion.

7.4.4 The Consultant shall be responsible for successful handing over of the project by the Contractor to the Client in accordance with the Contract Documents.

7.5 **Reporting Requirement/Deliverables.**

7.5.1 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 Contractor(s) with a comparison via-a-vis 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 Liner 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 the issues.

e. Maintaining estimate and comparative statement of project costs.

All record at the end of the project shall become the property of client.

7.5.2 **Technical/Laboratory Reports:**

The consult shall produce necessary technical reports, lab reports (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.

7.5.3 **Inspection Reports: -**

a. The consultant shall keep the record of daily inspection & material test (in respect of receipt reports in the prescribed forms at the site office and submit it to the client on weekly basis.

b. One month prior to the expiry of completion period the consultant shall carry out a detailed final inspection of the work and submit a report to the client pointing out the defects in the work if any.

c. Give notices to the contract for the any defect/deficiency and ensure their timely rectifications in case of persistent delay in the compliance of the directions issued by him appropriate action against the Contractor shall be taken/recommended to the Client under clauses on Contract Agreement.

d. The consultant shall be responsible for getting all such defects rectified from the concerned contract(s) and final payment(s) of the contractor(s) shall be verified only after satisfactory removal of the defects.

e. The consultant shall keep record of the daily inspection report and inform the Project Director about the potential problems which may arise an hamper progress of work besides making suitable recommendations for their solution at a minimum expense.

f. The consultant shall also be responsible for maintaining complete record of correspondence with the (contractors and other agencies, etc Copy of such record shall be provided to Client on regularly for its evaluation/ record.

7.5.4 **Final Completion Reports: -**

The consultants will prepare a comprehensive final report (5 hard copies with one soft copy) for the contract on substantial completion. This report shall summarize the method of construction location, details of works carried out, construction supervision performed during the project with visible and invisible benefits of the project by considering various indicators such as social-economic uplift, literacy, industrialization, job opportunities The report shall contain: -

a. 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.

b. Project quantities, Folders along with soft copy.

c. Comparison of initial and final BOQs.

d. Deduction sheet, if any, based on handing over reports.

7.5.5 Post Completion Stage: -

a. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.

b. Processing and recommendation of contractor's security after successful completion of defect liability period.

c. 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.

7.5.6 **Project Diary: -**

The consultant shall monitor and appraise progress of work and maintain daily project diary by recording all events pertaining to the administration of the contract, which may be of assistance in resolving claims, disputes and queries if any.

8. **Time Duration for Supervision Stage**

The time duration for the supervision stage of the proposed project is as under 10 months. However, the supervisory staff will be curtailed proportionately with regard to completion of the project.

Mode of Payment (Supervision Phase)

xvi. Interim detailed supervision charges will be paid, by taking into account the actual verified on Man Month basis as in the contract agreement.

xvii. All payments will be made subject to availability of funds. 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 Executive Engineer for payment purpose.

xviii. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

xix. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

xx. 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.

Deliverable (Supervision Phase)

i)	Monthly Progress Report	3-Copies.
ii).	Inspection Report of works of each visit during construction of the building.	03- Copies
iii)	Construction Drawings	3-Copies
iv)	Assistance and preparation of completion report / P.C. IV	3-Copies
v)	As build drawings	3-Copies.
vi)	Post completion Report	3-Copies.
vii)	Soft copy (Editable) of all	

9. **Liability**

Professional liability as stated in the prevalent conduct and practice of consulting engineering prescribed by PEC and as given under Rule 54 of Punjab Procurement Rule 2014 shall be applicable to the consultant.

10. **Role of the Client**

University of Agriculture Faisalabad will provide necessary inputs regarding design and supervision of the project components.

Time Duration: -

Time for design phase	02 month
Time for supervision phase	10 months

D R A F T C O N T R A C T

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.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name_____

Contract No._____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

IX. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter referred to as the "Contract") is made on the ____ day of the month of _____, 20___.

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;

   (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. _____

X. 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

2.5. 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

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

4. Language

4.5. 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

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

6. Communications

6.9. 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**.

6.10. 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

7.5. 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

8.5. 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

9.5. 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

e. Fraud and Corruption

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

(vi) "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;

(vii) "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;

(viii) "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;

(ix) "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;

(x) "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 Clint 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 miss procurement 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 nominated[5] 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.

b. Commissions and Fees

10.10. 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

[5] 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.

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

11.5. 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.

12. Commencement of Services

13.5. 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**.

13. Expiration of Contract

14.5. 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**.

14. Entire Agreement

15.5. 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.

15. Modifications or Variations

16.5. 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.

16. Force Majeure

a. Definition

17.37. 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.

17.38. 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.

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

b. No Breach of Contract

17.40. 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

17.41. 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.

17.42. 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.

17.43. 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.

17.44. 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.

17.45. 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.

17.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.

18.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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 GCC25.2 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).

25. 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.

26. 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**.

27. 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

28. 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.**

29. 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.

30. 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

31. 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**.

32. 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.

33. 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

34. 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.**

35. 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.

36. 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

37. 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**.

38. 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.

39. Currency of Payment

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

40. 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.

41. 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

42. 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

43. Amicable Settlement

All proceedings to settle a dispute will be governed by the rules and regulations of Pakistan Arbitration Act 1940.

DECISION OF ENGINEER If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other Party., the Engineer shall give his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to suitable Clause of the

contract within Three (03) working days.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

COMMITTEE: If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the Tenth (10) day after the day on which he received the reference, then either the Employer or the Contractor may, proceed to the Committee for the settlement of dispute.

The committee will be comprised of following members.

1- The Treasurer, UAF (Convener)
2- Project Director, UAF (Member)
3- Executive Engineer, UAF (Member)
4- Two representatives of Consultant/Engineer (Members)

ARBITRATOR: Any of the parties not satisfied with the decision of the committee may request to The Arbitrator, The Vice Chancellor, UAF, to review for settlement of the dispute. The decision of the arbitrator shall be final and binding on both parties.

COURT JURISDICTION: Only the Courts of Law in Faisalabad City shall have exclusive jurisdiction to adjudicate upon the decision of arbitrator brought by Contractor in relation to this particular contract.

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	**The addresses are:** **Client:** **University of Agriculture, Faisalabad** **Attention:** **Executive Engineer** **E-mail:** **engrabdulmannan8@gmail.com** **Consultant:** _____ **Attention:** _____ **E-mail:** _____
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *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.]* **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*_____ Email: **For the Consultant:** *[name, title]*_____ Email:
11.1	**Effective date:** Date of signing of the Agreement
13.1	**Commencement of Services:** **The number of days shall be seven (07) days.**

	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** 12 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	**"Limitation of the Consultant's Liability towards the Client:** (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: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (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; (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".

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- through Form- of the Consultant's Proposal. Highlight the changes to Section 6 of the RFP]

……

APPENDIX B - KEY EXPERTS

[Insert a table based on Tech-8 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- and Form-] 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- and Form-] 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- 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 (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 ii) 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*."]*

UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)

Procurement of Services of Consulting Firm

FOR

Sr. No.06

CONSTRUCTION OF TEACHING BLOCK AT OLD CAMPUS, AT UNIVERSITY OF AGRICULTURE, FAISALABAD

REQUEST FOR PROPOSAL

Country:	**Pakistan**
Region:	**Faisalabad**
Location:	**Main Campus, University of Agriculture, Faisalabad**
Required Firm Category:	**PEC/PCATP Consultancy Firms already prequalified firms at UAF**
Project Name:	**Construction of Teaching Block at Old Campus, at University of Agriculture, Faisalabad**
Project Duration:	**18 Months**

DEFINITIONS:

I. "Client" means University of Agriculture, Faisalabad 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 / Punjab

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. 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. "LCS" means Least Cost 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 like Universities

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 Data Sheet annexed. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft copy of contract is enclosed with the RFP documents.

1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.

1.3 The Client has been entrusted the duty to implement the Project as Executing Agency for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the standard contract for which this RFP is being issued.

1.4 To obtain first-hand information of the Assignment and about the local conditions, you can pay a visit to the Client before submitting a proposal. 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 showing in data sheet.

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. JV/Consortium of firms can apply only 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, 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:

TECH-1	Technical Proposal Submission Form
TECH-2	Consultant's Organization and Experience A. Consultant's Organization B, Consultant's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client A. On the Terms of Reference B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, Work Plan and Quality Control Policy for Performing the Assignment
TECH-5	Team Composition and Task Assignments
TECH-6	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-7	Staffing Schedule
TECH-8	Work Schedule - (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).
TECH-9	Historical Financial Performance.
TECH-10	Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as mentioned in proposal).

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. Name, full address and partnership deed of the contractors/firms with power of attorney in favour of person authorized.

b. Type of firm i.e A.O.P or Pvt. (Ltd). Etc.

c. Certificate of registration of a Firm with PEC/PCATP.

d. Year of establishment supported by certificate from the Registrar of Firms /SECP.

e. Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC/PCATP) if any.

f. National Tax Number of consultant(s).

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

h. A certificate / affidavit on Stamp Paper of Rs 100/-that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.

i. 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, Resident Supervision, Verification of Interim Bill s and Final Bills submitted by Contractor etc. These costs should be broken into foreign (if applicable) and local costs (if required). Your financial proposal should be prepared using the formats attached as **Appendix-II**, else the proposal of applicant firm will be rejected.

3.8 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.

3.9 Costs may be expressed in Pak Rs. Inclusive of all taxes applicable during the currency of the project.

3.10 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 envelops, 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, Computer Print, 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 interlineations 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 Single Stage Two-Envelope procedure shall be adopted in ranking of the proposals.

Technical Proposal

5.2 The committee of the Client shall carry out its evaluation only to judge eligibility and responsiveness of bidding firm.

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	**The name of the Assignment is:** **Hiring of E/A Consultancy Services** for the project titled **Construction of Teaching Block at Old Campus, at University of Agriculture, Faisalabad** SALIENT FEATURES OF PROJECT ARE:

Sr. #.	Description	Summary of assignment	Remarks
1	Ground Floor Plan	Total covered area 14800 SFT including (07 Nos. Class Rooms), (02 Nos. Training Hall, Electricity Room, Control Room, Faculty Lounge, Attendant Room with Bath	Soil Investigation, topographic map, master Plan and Conceptual Plans, Detailed Engineering /Architectural Design And, Preparation Of Bidding Documents/ Engineer's Estimate, TOR's For Selection Of Contractor, Tender Process, Selection Of Contractor, Detailed Construction Supervision
2	First Plan	Total covered area 14530 SFT including (07 Nos. Class Rooms), (02 Nos. Training Hall, (02Nos. Common Room), Common Room, Store with Bath	
3	Second Floor	Total covered area 6075 SFT including (06 Nos. Class Rooms), with Bath	
4	Parking Shed	Total covered area 1600SFT	

Name of the Client :

University of Agriculture, Faisalabad

The address of the official is:

Engr. Abdul Mannan
Executive Engineer(ECD-P)
Telephone: 041-9200161-70
E-mail: engrabdulmannan8@gmail.com

1.2 **The brief description and the objectives of the assignment are:**

Location

The Project site is located in Main Campus, University of Agriculture, Faisalabad.

Objectives:

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:

(a) Soil Investigation, topographic map, master Plan and Conceptual Plans

(b) Preparation of Detailed Designs (Architectural, Structural, Electrical, Public

	Health), BOQs and detailed Tender Documents for procurement of Contractor. (c) Assist in Procurement of contractors for construction and complete evaluation of Bids of Contracting Firms, Preparation of detailed Comparative Statement. (d) Resident Supervision the construction activities and maintain the quality and progress. (e) Verification of Interim & Final Bills submitted by contractor Details are provided in the TOR.
1.3	**Phasing of the Assignment, if any:** (c) Detailed Design of Building, allied Infrastructure Works as Tender Documentation as per Govt. of the Punjab, PPRA &PPRA Punjab by laws. (b) Detailed Resident Construction Supervision.
1.4	**A Pre-Proposal Conference will not be held.**
1.5	**The Employer shall provide the following inputs:** • Close Coordination • Identification of Project boundary etc and other allied details.
1.6	The client will provided input required for preparation of proposal but any facility of stay and transportation etc will not be provided.
1.7	**Selection Procedure: -**The Consultants shall be selected under the selection method of Least Cost Selection (LCS). The procedure for opening of proposals will follow the principles of P.E.C. **Single Stage-Two Envelope procedure**, which is presented as follows: - *(xxii) 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.* *(xxiii) Initially, only the envelope marked **"TECHNICAL PROPOSAL"** will be opened as per criteria mentioned in the tender documents and the F**INANCIAL PROPOSAL"** shall be opened only for the once who have fulfilled the criteria for mentioned in tender Documents.* *(xxiv) 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.* *(xxv) 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 open the FINANCIAL PROPOSALS of the technically qualified firms immediately after.*
2.1	**The Documents are:** 1. Data Sheet 2. Technical Proposal Forms for consultancy services 3. Financial Proposal Form for consultancy services 4. Terms of Reference (TOR) 5. Appendices etc.

	6. Draft Form of Contract
2.2	**The address of the Personnel for seeking clarification is:** **Engr. Abdul Mannan** **Executive Engineer(ECD-P)** Telephone: 041-9200161-70 E-mail: engrabdulmannan8@gmail.com
3.4 (iii)	**Proposed key staff shall be employees, who are employed with the respective Consultant to submission of this proposal:** Yes, and the Consultant has to submit Proof of employment for last two years to be attached in shape of salary slip and appointment letter, a proof of employment failure to which results in non-consideration of staff. Degree of employees should be attached.
3.5	Proposal shall be submitted in **English** language.
3.6	Consultant firm may associate with other firms:- **NO**
3.7	Training is not a specific component of this assignment.
3.8	**Costs may be expressed in currency (s) :-** **Pakistani Rupees**
3.9	Following supervision staff will be deputed on site by the consultant during supervision phase,

S.NO	Description	No's
1	Resident Engineer	01
2	Site Inspector-Civil	01
3	Site Inspector- Public Health (Intermittent two visit per month or as per site/client requirement)	01
4	Site Inspector-Electrical and Networking (Intermittent two visit per month or as per site/client requirement)	01

4.1	**The number of copies of the Technical Proposal required is:** Original One (1) Copies One (1) **The number of copies of the Financial Proposal (in sealed envelope) required is:** Original One (1)
4.5	**Proposals to be submitted at:** **Office of the Project Director** **The date and time of the proposal submission is:-** **Date:- 21 July 2022- Time:- 11: 30 Hrs.**
4.6	**Validity of the proposal is:** 180 Days
5.1	Deleted.

5.2	**The date, time and address for the Technical proposal opening is:** **Date:- 21 July 2021** **Submission Time: 11.30 Hrs.** **Bids opening Time: 12.00 Hrs** **Place of Proposal Opening: Office of Project Director (ECD-P) UAF**
5.5	**Deleted**
6.3	**The assignment is expected to commence on:** To be informed later on **Time Period for this Project is: 18 Months** **Design Phase: 02 Months** **Detail Construction Supervision Phase: 16 Months**
7.1	All Site Facilities including Site Office and transport of Consultant Site Staff will be borne 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

TECHNICAL PROPOSAL - STANDARD FORMS

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

Refer to Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 1 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience
A Consultant's Organization
B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
K On the Terms of Reference
L On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment and quality control policy.

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

TECH-9 Historical Financial Performance.

TECH-10 Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as pre-qualified by HEC)

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

We are submitting our Proposal in association with: [*Insert a list with full name and address of each JV Consultant*][2]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

11 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with:* "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

12 [*Delete in case no association is foreseen.*]

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity (including organ gram) and each associate for this assignment.*]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Consultant's Experience

SUMMARY OF SIMILAR ASSIGNMENTS (DEVELOPMENTAL WORKS OF UNIVERSITIES)

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

i. A maximum of 05 similar ongoing/completed assignments (developmental works of Universities only) of worth of Rs. 50.0 million & above

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	Nº of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Summary of similar assignments (developmental works of Govt. Sector other than Universities)

A maximum of 05 similar ongoing/completed assignments (developmental works of Govt. Sector Other Than Universities) of worth of Rs. 50.0 million & above

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N^{o} of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	N^{o} of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

FORMTECH- 4 DESCRIPTION OF APPROACH, METHODOLOGY ANDWORK PLAN FOR PERFORMING THEASSIGNMENT

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

a) Technical Approach and Methodology,
b) Work Plan, and
c) Organization and Staffing,
d) Quality Control Policy.

a) **Technical Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) **Work Plan**. In this chapter you 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 the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) **Organization and Staffing**. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
Submit organ gram plan/chart for site supervision team & their core responsibilities/ methodology.

d) **Quality Control Policy** 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.

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORMTECH-6 CURRICULUM VITAE (CV) FOR PROPOSEDPROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

_____

3. **Name of Staff** [*Insert full name*]: _____

4. **Date of Birth**:_____**Nationality**: _____

5. **CNIC No (**if Pakistani**):_____or Passport No:_____**

6. **Education:**

Degree	***Major/Minor***	***Institution***	***Date (MM/YYYY)***

7. **Membership of Professional Associations**: _____

_____

8. **Other Training** [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

_____

_____

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

_____

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

Employer	***Position***	***From (MM/YYYY)***	***To (MM/YYYY)***

11. Detailed Tasks Assigned

[*List all tasks to be performed under this assignment*]

a. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

i. Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

ii. Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

16) Name of assignment or Project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

17) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

18) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: ____

Note:- Degrees of employers, proof of employment for last two years in shape of salary slip and appointment letter should be attached with technical proposal.

FORM TECH-7 STAFFING SCHEDULE[1]

Full time input
Part time input

Year:_____																
N°	Name of Staff	Staff input (in the form of a bar chart)[2]												Total staff-month input		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field[3]	Total
1		[*Home*] [*Field*]														
2																
3																
		[*Home*] [*Field*]														
											Total					

16 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
17 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
18 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8 WORK SCHEDULE

Year:_____

N°	Activity[1]	Months[2]											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

11 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other bench Points such as Client approvals. For phased assignments indicate activities, delivery of reports, and bench Points separately for each phase.

12 Duration of activities shall be indicated in the form of a bar chart.

FORMTECH-9 HISTORICAL FINANCIAL PERFORMANCE

Average annual consultancy turnover for last Five (05) years as under:-

Average Annual Turnover for last Five (05) Years	
Years	**In PKR**
2017-2018	
2018-2019	
2019-2020	
2020-2021	
2021-2022	
Total:-	
Average:-	

Note:- Attach documentary proof of audited financial statements from chartered accountant of last Five years

FORM TECH-9 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 ("CNIC") 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**:**

1. _____

2._____

NOTARY PUBLIC:

_____

[INSERT NAME OF GUARANTOR]

For:

_____

By:

Its:

APPENDIX-II

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL - STANDARD FORMS

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in RFP.

[*The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided in the RFP.*

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-2A	Financial Proposal/Bid Sheet for Design Phase
FIN-3	Breakdown of Costs by Activity
FIN-4	Breakdown of Remuneration
FIN-5	Reimbursable expenses
Appendix:	Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]]. This amount is inclusive of all the applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs(Pak Rupees)
Total Costs of Financial Proposal	
a. Design Phase (02 Months)	
b. Supervision Phase (For 16 Months)	
Grand Total:-	
Grand Total (In words)	

Note:-

1. The Total Contract amount shall be paid as per payment schedule given in TOR
2. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.). which will be recovered at source at the time of making payment)

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2A Financial Proposal/Bid Sheet for Design Phase

Financial Proposal for Procurement of Consultancy Services for project tiled " **Construction of Teaching Block at old Campus at University of Agriculture, Faisalabad"** as Per TOR for Detail Engineering /Architectural Design Preparation of Bidding Documents/ Engineer Estimate, Detailed Construction Supervision & Monitoring of :-

Sr #	Description	Unit	Construction cost	Quoted Rate in PKR	Amount PKR
	Construction of Teaching Block at old Campus at University of Agriculture, Faisalabad	%age of construction cost	Rs.198.490 Million		**(construction cost × quoted rate) ÷ 100**

Note:-

11. The Total Contract amount shall be paid as per payment schedule given in TOR.
12. The amount quoted involves all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).
3. The base price for the project for evaluation of financial proposal will be same as mentioned in para 1.4 of TOR.
4. Initially, the construction cost for the purpose of financial bid, should be taken as **Rs. 198.940 Million**. Moreover, payments to the consultants till award of civil works will be made according to the said amount.
5. 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.
6. 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.
7. 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.
8. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any)
9. The client will deduct 10% of each payment as security which would be released After 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

10. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment)

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY[1]

Group of Activities (Phase):[2]	**Description:**[3]
Cost component	Costs (Pak Rupees)
Remuneration	
Reimbursable Expenses	
Subtotals	

Note:- Above quoted % age rates & other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment.

21 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in FormFIN-2.

22 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of FormTECH-8.

23 Short description of the activities whose cost breakdown is provided in this Form.

24 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4 and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____				
Name 2	**Position**[3]	**Staff-month Rate**[4]	**Input**[5] (Staff-months)	Pak Rupees
Staff				
		[*Home*]		
		[*Field*]		
		[*Home*]		
		[*Field*]		
			Total Costs	

31 Form FIN-4 shall be filled for each of the Forms FIN-3provided.
32 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
33 Positions of Professional Staff shall coincide with the ones indicated in FormTECH-5.
34 Indicate separately staff-month rate and currency for home and fieldwork.
35 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
36 Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name[2]	Position[3]	Staff-month Rate[4]
Staff		
		[*Home*] [*Field*]
		[*Home*] [*Field*]

21 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

22 Professional Staff should be indicated individually; Support Staff should be indicated per category(e.g.: draftsmen, clerical staff).

23 Positions of the Professional Staff shall coincide with the ones indicated in FormTECH-5.

24 Indicate separately staff-month rate and currency for home and fieldwork.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES[1]

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____					
N°	**Description**	**Unit**	**Unit Cost**	**Quantity**	**Pak Rupees**
	Per diem allowances	Day			
	Miscellaneous travel expenses	Trip			
	Communication costs between [*Insert place*] and [*Insert place*]				
	Drafting, reproduction of reports				
	Use of computers, software				
	Local transportation costs				
	Office rent, clerical assistance				
				Total Costs	

6 Indicate unit cost and currency.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description	Unit	Unit Cost
	Per diem allowances	Day	
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	Drafting, reproduction of reports		
	Use of computers, software		
	Local transportation costs		
	Office rent, clerical assistance		

6 Indicate unit cost and currency.

Sample Form

Consulting Firm:

Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(z) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than withinthenormalannualsalaryincreasepolicyasappliedtoallthefirm'sstaff;

(aa) attached are true copies of the latest salary slips of the staff members listed;

(bb) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(cc) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(dd) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____

[Name of Consulting Firm]

_____ _____

Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Fee[2]	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Field									

11. Expressed as percentage of1
12. Expressed as percentage of4

TERMS OF REFERENCE (TOR)

FOR

HIRING OF ENGINEERING CONSULTING FIRM FOR

CONSTRUCTION OF TEACHING BLOCK AT OLD CAMPUS AT UNIVERSITY OF AGRICULTURE, FAISALABAD

UNIVERSITY OF AGRICULTURE, FAISALABAD

June 2022.

1. Introduction:

University of Agriculture, Faisalabad intends to Hire Design and Resident Supervision consultancy services of Firms Prequalified by UAF. The civil works component of approx. Pak **Rs 198.490 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.

1.1 Background of the Project.

*University of Agriculture, Faisalabad intends to implement and execute the "*Construction of Teaching Block at old Campus at University of Agriculture, Faisalabad*"*

1.2 Objective of Consultancy.

The objective of hiring Engineering/Architectural Consulting firm is to ensure technical viability of civil work component and implementation of the project.

1.3 Scope of Work/Consultancy Services.

a) **Design Phase**

The consultant shall be responsible for soil investigation, topographic map, master plan and preparation of architectural plans, 3D views, structure design, internal & external water supply and sewerage system, BOQ, cost estimates, rate analysis, tender documents and detail working/construction drawings

d) Resident Supervision

Complete Resident Supervision of the project to ensure Quality of Work as per specifications and Quantity as per BOQ. Verifications of all Interim Bills and Final Bills submitted by Contractor. As built Drawings of Project. Handing Over of completed project back to Client with complete documentation.

1.4 **Civil Works Components/Tasks: -**

1.4.1

Sr No		Name of Sub Projects	No. of Units	Covered Area (Approx (Sft)
1		Construction of Teaching Block at old Campus at University of Agriculture, Faisalabad		
	i)	Ground Floor Plan	1	14800SFT
	ii	First Floor Plan	1	14530SFT
	iii	Second Floor Plan	1	6075 SFT
	iv	Parking Shed	1	1600SFT
		Total covered Area:-		**37005Sft**
		Cost of Building		**Rs. 198.490 (M)**

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.

- Detailed Architectural/Engineering, structural design of aforesaid buildings. Internal Services (Electrical, Water Supply, Sewerage System, Sui Gas, Telephone/Data Network, etc.)
- Detailed Architectural/Engineering design of External Developmental Works of Compound Wall, Main Gate with Security Room, Water Supply System, Sewerage System, Electrical System Sui Gas Works, Roads, Walkways, Vehicle Parking etc.
- The consultant should take care of latest building codes along with latest codes and standards.
- Preparation of Tender/Construction Drawing and Tender Documents
- Preparation of Bill of Quantities (BOQs)/Engineer Estimates and Tender/Bid Documents.
- Client assistance in the prequalification of the contractors.
- Bids/Tenders evaluation, Comparative Statement.
- 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.

1.5 **Terms of Reference.**

Terms of reference has been developed on the basis of scope of work and are produced in the following sections.

2.1 **Data Collection.**

i. Obtain University's priorities, preferences, parameter, criteria and other similar information for the implementation of the project.

ii. The Consultants shall collect all necessary data regarding the user's requirements of the proposed site, its surroundings climate and materials etc, which information is required for proper planning and design of project,

3.1 **Infrastructure Facilities.**

3.1.1 **Preliminary Design.**

Prepare and submit schematic architectural design of buildings as per client requirement.

3.1.2 **Submissions.**

The consultants shall submit two sets of preliminary architectural schematic designs for the approval of Competent Authority of the University. Any changes suggestions or recommendations made by the Competent Authority of the University will be discussed jointly.

The University shall retain one set of marked drawings showing corrections and proposed changes, which will be incorporated in the next phase and will return one set of marked drawings showing the proposed correction changes for further necessary action by Consultant.

Making presentation at various stage of designing as per requirement the Competent Authority of University and their Final Approval.

The suggestion of Competent Authority of the University shall be incorporated in the final architectural schematic drawings.

The consultants shall submit five sets of final architectural schematic designs and drawings, along with a soft copy, for reference and record for the University.

3.1.3 **Detailed Designs.**

i) Incorporating the Competent Authority suggestions and comments, if any to undertake the final engineering design of the buildings and detailed design of various components.

ii) The consultants shall update the cost estimate after completion of design development/detailed design stage.

3.1.4 **Final Design Phase.**

- Prepare final specifications set forth in the detail for the works to be done and the materials, workmanship and equipment required for the works.

- Prepare analysis of non-scheduled rates for the major items of work covered in the cost estimates and not available in the Composite Schedule of Rates/MRS, Punjab.

- Prepare a final computer aided based estimate of cost based on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution time frame. The consultants are required to submit complete printout, each signed by an estimator and a checker.

4.1.3 **Detailed Engineering Designs.**

Based on drawings and documents prepare and approved during the architectural design stage, After incorporating the University's and HEC suggestions and comments the consultant shall:-.

vii. **Design/plans of the Project shall include the following:-**
Exact locations of internal water supply, internal sewerage, telephone, gas networks and electric lines in plans and section of building.

viii. Prepare computer aided detail drawings consisting of :-
- Architectural plan of all floors.
- Structural drawings of slabs, beams and columns.
- Internal & External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).
- Detail Design of all allied external services like External electrification with standby generators system, Water Supply, Sewerage System, Roads/Footpath/ Street lights, drainage system , Landscaping and development of play grounds/Sports area, etc.
- Any other design/drawings necessary for the successful completion of the facility.

iii. Prepare & submit analysis of rates for the major items of work covered in the cost estimates and not available in the composite schedule of rates/MRS, Punjab.

iv. Prepare & submit a final computer aided based estimate of cost base on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution timeframe. The consultants are required to submit complete printout, each signed by the estimator and a checker for Technical Sanction.

v. Certify the correctness and adequacy of design and estimate.

vi. Provide certification on all structural drawings duly signed for Technical Sanction.

4.1.4 **Submissions**.

The consultant shall submit the seven sets of detailed Architectural & Engineering and Structure Design/Drawings (along with AutoCAD soft copy), pertaining to each civil works component/ sub project i.e. Internal &External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).

4.1.5 **Construction Phase.**

The Consultants shall prepare the detailed working/construction drawings for each civil works component/sub-project and allied works/ services including water supply/sewerage system etc.

i. Prepare and submit setting out plan, earth work excavation profiles/plans, any amended/modified design and drawings as may be necessary during execution of works at the site.

iii. Detailed structural design, drawings, etc.

iv. Detailed drawings for internal and external electrification with stand by generators system, power distribution and sub-station, electric panels, plumbing, internal and external services, external development, allied services, mechanical and other infrastructure works.

v. Details design of doors, windows, floor pattern, washrooms, kitchens, internal and external finishes and cladding, false ceiling, laboratory counters & fixtures, design and specifications of any specialized equipment and any other works which may be required for project.

4.1.6 **Submissions.**

The consultants shall submit to University seven sets of the above final detail Design/drawings documents, along with a soft copy.

4.1.7 **Tender/Bid Documentation**

i. Preparation of detailed cost estimate for grant of Technical Sanction estimate.

ii. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.

iii. Preparation of complete tender/bid documents comprising of BOQ, tender drawings, specifications.

iv. Attending Bid proceedings comprising of recording of minutes of meeting, preparation and signing of Bid evaluation report for hiring of contractor.

v. Preparation, and submission of contract agreement on approved format.

vi. Preparation and submission of work plan bases on MS Project or primavera.

vii. Approval of drawing and its presentation to HEC Steering committee.

4.1.8 **Submissions.**

The consultants shall submit to University five sets of the above final detail Design/drawings documents, along with a soft copy.

Core Team for Designing

Design staff should have the minimum qualification & experience depicted as under:-

Ser #	Designation	Qualification/Experience	No. of Posts
1	Senior Architect	M. Arch member of PCATP in good standing having 15 years or above of total experience of working on similar building projects of which 5 years must be as a team leader. or Bachelor of Architect with 20 years relevant experience. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as team leader.	1
2.	Senior Structural Engineer	Master's Degree 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).	1
3.	Senior Quantity Surveyor	DAE Civil in good standing, Having 15 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	1
4.	Electrical & Public Health Engineer	MEP Engineer - B.Sc. (Electrical, Mechanical & Public Health) member of PEC in good standing. Having 10 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	2

Design Stage (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 (after approval)	10% of the amount due to the consultant under the head
2	Upon submission of final drawings/ designs of the project including detail structure design and drawings, detail architectural drawings with 3D Views, electrical designs, plumbing designs, Sui Gas, Sewerage, internet, Telephone, etc and other Allied Services and after approval from Client committee and HEC committee.	20% of the amount due to the consultant under the head
3	Upon submission of detail working /construction drawings.	15% of the amount due to the consultant under the head
4	Upon submission of detail documents, tender & bid documents, BOQs, drawings and specification etc on the format agreed with client.	15% of the amount due to the consultant under the head
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 contractors.	10% of the amount due to the consultant under the head.
7	Upon successful completion of the design phase.	05% of the amount due to the consultant under the head
8	Upon submission of Revised Drawings / As Built Drawings	05% of the amount due to the consultant under the head
9.	Upon successful Handing Over of completed project to Client	10% of the amount due to the consultant under the head

Note:

1. Preparation modified drawings/documents at any stage of execution without additional charges if required by the Client.

2. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

Deduction of Securities and Income Tax

i. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

ii. Income Tax and sale Tax will be deducted as per prevailing rates.

6.1. **Time Duration for the Assignment.**

The target time for completion of the Design Phase is 02 months.

Deliverables

a) **Design Phase**

i.	Inception Report	03-Copies.
ii.	Draft Detailed Design Report	03-Copies.
iii.	Draft Architectural & Structural Designing and Drawings for submission to HEC for approval.	03-Copies.
iv.	Architectural & Structural Designing and Drawings after Approval	03- Copies.
v.	Detailed Working drawings	03-Copies
vi	Tender/Bid Documents, Drawings and Specifications	3-Copies.
vii.	Detail Cost Estimate	3-Copies.
viii	Bid Evaluation Report and Comparative Statement	3-Copies.
ix	Soft Copies (Editable) of all approved drawings and all documentations.	

7. Phase – II) Resident Supervision Stage

7.1 Services for Resident Supervision of Civil Works Electrical, Mechanical, Plumbing and external development Works

The duties and functions for the consultant will include but not limited to the following: -

i) 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 specifications and agreement documents with due diligence, efficiency and its importance with the best Engineering practice and consulting standards for construction of all components.

ii) The Consultant will be responsible for Resident Supervision of the work by a qualified Graduate Engineer in the respective discipline, earthling system, External sewerage system & Disposal External water supply system (According to the requirement of site) etc.

iii) The Consultant shall certify that the works have been/being executed as per design and drawings standard specification, technically sanctioned estimates and within the provision of contract agreement.

iv) The Consultant shall certify that the works are executed in accordance with the established standard criteria and procedure.

v) The consultant shall ensure that the construction schedule provided in the contract agreement is strictly followed by the contractor.

vi) The consultant shall certify that the construction material brought by the contractors to be used in the construction works is in accordance with the specification and got tested as per standards practices laid down in specifications and will also ensure the quality control of works.

vii) The consultant shall report/advise to the client on any issue/problem arising in construction work during the execution of work and suggest remedial measures.

viii) The consultant will be responsible for testing (on contractor's cost) of:-

a. Material steel (sealed).
b. Concrete Cube, Brick, Cement.
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.

ix) The consultant shall verify the contractor's monthly payments and final payments and certify that payments released to the contractors are for works actually carried out at site and as per rates quoted approved in the tender and as per approved specification.

x) The consultant shall recommend to the Client for issuance of completion certificate stating that the work has been completed as per standard specifications, design drawings, estimates and contract agreement.

xi) One month prior to the expiry of the construction period of the work the consultant shall carry out a detailed final inspection of the work and submit a report to the department pointing out the defects short-comings and deficiencies, if any in the work and will also get them rectify by the contractor, before making recommendation is for the release of security deposit of the contractor.

xii) Consultant fee will be based on input of man month or as negotiated.

xiii) The consultant shall perform duties as Representative of client to supervise the construction work as per objective and scope of work with the best professional and consulting practice in a proactive manner to ensure that the project is completed as per target schedule set forth by the client.

xiv) In carrying out the assignment the consultant shall undertake the following works:-

a. Issue instruction to the contractor(s) and provide engineering supervision during the execution of work.

b. The consultants will attend and make measurements and computation of quantities of the completed works or any work which is about to be covered and maintain permanent records of all such measurements as basis for progressive payments to the contractors and keep the measurement documents are records in safe custody.

c. The consultant will maintain daily record of check requests/tests performed and approval correspondence and site diaries supported with pictorial evidence (both hard and soft form) and shall submit the record of daily inspection reports all the test made to the client on fortnight basis in an electronic form as well as through hard copy.

d. Prepare monthly progress reports maintain estimate and comparative statement of project costs and submit reports to the client.

e. Will make liaison between the client and contractor.

f. Approve the material testing and deficiencies reports in respect of the same to client.

g. Require, monitor and review the results of Tests to be carried out by the Contractor in accordance with the construction requirements.

h. Prepare and submit the "as-built" drawings for each component of the works.

xv) The consultant shall from its own source: establish a site office and meet the running/operational expenses.

xvi) The consultant shall supervise the construction activity in all matters concerning worker safety and care and advise the contractor/client on any problem arising in the construction work during its execution.

xvii) The consultant shall check systematically the progress of work according to the construction schedule of the agreement and shall submit monthly progress report in the prescribed format to client pointing out the deficiencies and suggest remedial measure.

xviii) Consultant shall be responsible for getting all such defects rectified from the concerned contractors(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.

xix) Client shall authorize his representative which may regularly visit the site of checking resident supervision of the consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work a site.

xx) The detailed construction supervision shall include planning, guidance, programming, inspection monitoring of construction activities and contractor's performance, Quantity and quality assurance, implementation of work plans and drawings as per design and specification.

xxi) Preparation and verification of variation orders and maintaining record of correspondence with the contractor and other stakeholders.

xxii) 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.

xxiii) The quality and quantity assurance shall be the sole responsibility of the consultants.

xxiv) 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.

7.2 **Staffing Requirement for Resident Supervision and their Responsibilities: -**

The Engineering Constriction Department of the University of Agriculture Faisalabad shall administer the Civil Work contracts. The consultants will help the project management office in decision making and shall be responsible for the quality and quantity control as per agreed laid down standards/specifications. Resident Supervision shall be provided for all activates throughout the construction period without break through qualified & experienced supervisory staff that shall perform their duties with due diligence and efficiency. Supervisory staff

should have the following minimum qualifications and experience: -

Ser #	Description	Nos	Qualification/Experience
1	Resident Engineer	1	Qualified M.Sc. or B.Sc Engr.(civil) member of PEC in good standing Having 20 years or above of total experience for BSc or 15 Years or above of total Experience for MSc working on similar building projects of which 5 years must be as a Resident Engineer. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as Resident Engineer.
2.	Site Inspector Electrical, Networking (Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
3.	Site Inspector Civil	1	Qualified DAE member in good standing. Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a Site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
4.	Site Inspector Public Health(Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.

Note:-

a. The Client will have a right to reduce/suspend the propose staff keepin view the pace of work/funding position.

b. The Client will have the right to fire/ withdraw of any supervisory staff services without any reasons and justifications.

7.3 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.

7.4 **Completion and Handing Over: -**

7.4.1 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.

7.4.2 The consultant shall be fully responsible for preparation & approval of PC-IV from the competent forum.

7.4.3 Prepare list/inventory and hand over to the Client, all correspondence with Contractor(s) dairies, testing of materials, IPCs. FPCs/final accounts, claims/disputes, court cases and assets etc on completion.

7.4.4 The Consultant shall be responsible for successful handing over of the project by the Contractor to the Client in accordance with the Contract Documents.

7.5 **Reporting Requirement/Deliverables.**

7.5.1 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 Contractor(s) with a comparison via-a-vis 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 Liner 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 the issues.

e. Maintaining estimate and comparative statement of project costs.

All record at the end of the project shall become the property of client.

7.5.2 **Technical/Laboratory Reports:**

The consult shall produce necessary technical reports, lab reports (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.

7.5.3 **Inspection Reports: -**

a. The consultant shall keep the record of daily inspection & material test (in respect of receipt reports in the prescribed forms at the site office and submit it to the client on weekly basis.

b. One month prior to the expiry of completion period the consultant shall carry out a detailed final inspection of the work and submit a report to the client pointing out the defects in the work if any.

c. Give notices to the contract for the any defect/deficiency and ensure their timely rectifications in case of persistent delay in the compliance of the directions issued by him appropriate action against the Contractor shall be taken/recommended to the Client under clauses on Contract Agreement.

d. The consultant shall be responsible for getting all such defects rectified from the concerned contract(s) and final payment(s) of the contractor(s) shall be verified only after satisfactory removal of the defects.

e. The consultant shall keep record of the daily inspection report and inform the Project Director about the potential problems which may arise an hamper progress of work besides making suitable recommendations for their solution at a minimum expense.

f. The consultant shall also be responsible for maintaining complete record of correspondence with the (contractors and other agencies, etc Copy of such record shall be provided to Client on regularly for its evaluation/ record.

7.5.4 **Final Completion Reports: -**

The consultants will prepare a comprehensive final report (5 hard copies with one soft copy) for the contract on substantial completion. This report shall summarize the method of construction location, details of works carried out, construction supervision performed during the project with visible and invisible benefits of the project by considering various indicators such as social-economic uplift, literacy, industrialization, job opportunities The report shall contain: -

a. 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.

b. Project quantities, Folders along with soft copy.

c. Comparison of initial and final BOQs.

d. Deduction sheet, if any, based on handing over reports.

7.5.5 Post Completion Stage: -

a. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.

b. Processing and recommendation of contractor's security after successful completion of defect liability period.

c. 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.

7.5.6 **Project Diary: -**

The consultant shall monitor and appraise progress of work and maintain daily project diary by recording all events pertaining to the administration of the contract, which may be of assistance in resolving claims, disputes and queries if any.

8. **Time Duration for Supervision Stage**

The time duration for the supervision stage of the proposed project is as under 16 months. However, the supervisory staff will be curtailed proportionately with regard to completion of the project.

Mode of Payment (Supervision Phase)

xxi. Interim detailed supervision charges will be paid, by taking into account the actual verified on Man Month basis as in the contract agreement.

xxii. All payments will be made subject to availability of funds. 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 Executive Engineer for payment purpose.

xxiii. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

xxiv. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

xxv. 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.

Deliverable (Supervision Phase)

i)	Monthly Progress Report	3-Copies.
ii).	Inspection Report of works of each visit during construction of the building.	03- Copies
iii)	Construction Drawings	3-Copies
iv)	Assistance and preparation of completion report / P.C. IV	3-Copies
v)	As build drawings	3-Copies.
vi)	Post completion Report	3-Copies.
vii)	Soft copy (Editable) of all	

9. **Liability**

Professional liability as stated in the prevalent conduct and practice of consulting engineering prescribed by PEC and as given under Rule 54 of Punjab Procurement Rule 2014 shall be applicable to the consultant.

10. **Role of the Client**

University of Agriculture Faisalabad will provide necessary inputs regarding design and supervision of the project components.

Time Duration: -

Time for design phase	02 months
Time for supervision phase	16 months

D R A F T C O N T R A C T

Consulting Services

Lump-Sum

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Preface

3. 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.

4. 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.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name_____

Contract No._____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

IV. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter referred to as the "Contract") is made on the ____ day of the month of _____, 20___.

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;

(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. _____

V. General Conditions of Contract

A. General Provisions

44. Definitions

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

(u) "Applicable Rules" means Punjab Procurement Rules 2014 (amended Jan, 2016).

(v) "Applicable Law" means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.

(w) "Client" means the Procuring Agency that signs the Contract for the Services with the Selected Consultant.

(x) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(y) "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).

(z) "Day" means a working day unless indicated otherwise.

(aa) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(bb) "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.

(cc) "Foreign Currency" means any currency other than the currency of the Client's country.

(dd) "GCC" means these General Conditions of Contract.

(ee) "Government" means the government of the Punjab.

(ff) "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.

(gg) "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.

(hh) "Local Currency" means Pak rupee (PKR).

(ii) "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.

(jj) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(kk) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(ll) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(mm) "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.

(nn) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

45. Relationship between the Parties

2.6. 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.

46. Law Governing Contract

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

47. Language

4.6. 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.

48. Headings

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

49. Communications

6.11. 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**.

6.12. 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**.

50. Location

7.6. 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.

51. Authority of Member in Charge

8.6. 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.

52. Authorized Representatives

9.6. 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.**

53. Corrupt and Fraudulent Practices

f. Fraud and Corruption

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

(xi) "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;

(xii) "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;

(xiii) "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;

(xiv) "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;

(xv) "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 Clint 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 miss procurement 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 nominated[6] 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.

b. Commissions and Fees

10.12. 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

[6] 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.

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

54. Effectiveness of Contract

11.6. 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.

55. Commencement of Services

13.6. 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**.

56. Expiration of Contract

14.6. 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**.

57. Entire Agreement

15.6. 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.

58. Modifications or Variations

16.6. 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.

59. Force Majeure

a. Definition

17.46. 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.

17.47. 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.

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

b. No Breach of Contract

17.49. 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

17.50. 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.

17.51. 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.

17.52. 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.

17.53. 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.

17.54. 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.

60.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.

61.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

62. 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.

63. 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.

64. 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.

65. 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.

66. 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.

67. 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 GCC25.2 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).

68. 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.

69. 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**.

70. 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

71. 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.**

72. 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.

73. 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

74. 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**.

75. 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.

76. 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

77. 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.**

78. 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.

79. 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

80. 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**.

81. 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.

82. Currency of Payment

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

83. 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.

84. 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

85. 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

86. Amicable Settlement

All proceedings to settle a dispute will be governed by the rules and regulations of Pakistan Arbitration Act 1940.

DECISION OF ENGINEER If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other Party., the Engineer shall give his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to suitable Clause of the

contract within Three (03) working days.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

COMMITTEE: If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the Tenth (10) day after the day on which he received the reference, then either the Employer or the Contractor may, proceed to the Committee for the settlement of dispute.

The committee will be comprised of following members.

1- The Treasurer, UAF (Convener)
2- Project Director, UAF (Member)
3- Executive Engineer, UAF (Member)
4- Two representatives of Consultant/Engineer (Members)

ARBITRATOR: Any of the parties not satisfied with the decision of the committee may request to The Arbitrator, The Vice Chancellor, UAF, to review for settlement of the dispute. The decision of the arbitrator shall be final and binding on both parties.

COURT JURISDICTION: Only the Courts of Law in Faisalabad City shall have exclusive jurisdiction to adjudicate upon the decision of arbitrator brought by Contractor in relation to this particular contract.

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	**The addresses are:** **Client:** **University of Agriculture, Faisalabad** **Attention:** **Executive Engineer** **E-mail:** **engrabdulmannan8@gmail.com** **Consultant:** _____ **Attention:** _____ **E-mail:** _____
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *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.]* **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*_____ Email: **For the Consultant:** *[name, title]*_____ Email:
11.1	**Effective date:** Date of signing of the Agreement
13.1	**Commencement of Services:** **The number of days shall be seven (07) days.**

	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** 18 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	**"Limitation of the Consultant's Liability towards the Client:** (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: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (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; (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".

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- through Form- of the Consultant's Proposal. Highlight the changes to Section 6 of the RFP]

……

APPENDIX B - KEY EXPERTS

[Insert a table based on Tech-8 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- and Form-] 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- and Form-] 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- 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 (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 ii) 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*."]*

UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)

Procurement of Services of Consulting Firm

FOR

Sr. No.07

CONSTRUCTION OF TEACHING BLOCK AT NEW CAMPUS, AT UNIVERSITY OF AGRICULTURE, FAISALABAD

REQUEST FOR PROPOSAL

Country:	**Pakistan**
Region:	**Faisalabad**
Location:	**Main Campus, University of Agriculture, Faisalabad**
Required Firm Category:	**PEC/PCATP Consultancy Firms already prequalified firms at UAF**
Project Name:	**Construction of Teaching Block at New Campus, at University of Agriculture, Faisalabad**
Project Duration:	**18 Months**

DEFINITIONS:

I. "Client" means University of Agriculture, Faisalabad 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 / Punjab

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. 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. "LCS" means Least Cost 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 like Universities

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 Data Sheet annexed. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft copy of contract is enclosed with the RFP documents.

1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.

1.3 The Client has been entrusted the duty to implement the Project as Executing Agency for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the standard contract for which this RFP is being issued.

1.4 To obtain first-hand information of the Assignment and about the local conditions, you can pay a visit to the Client before submitting a proposal. 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:

VI. 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.

VII. Incomplete defective proposals and proposals not conforming to the RFP documents shall be liable to rejection.

VIII. 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

v. 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.

vi. Pre-bid meeting will be held on showing in data sheet.

vii. 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.

viii. 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. JV/Consortium of firms can apply only 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, 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:

TECH-1	Technical Proposal Submission Form
TECH-2	Consultant's Organization and Experience A. Consultant's Organization B, Consultant's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client A. On the Terms of Reference B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, Work Plan and Quality Control Policy for Performing the Assignment
TECH-5	Team Composition and Task Assignments
TECH-6	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-7	Staffing Schedule
TECH-8	Work Schedule - (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).
TECH-9	Historical Financial Performance.
TECH-10	Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as mentioned in proposal).

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. Name, full address and partnership deed of the contractors/firms with power of attorney in favour of person authorized.

b. Type of firm i.e A.O.P or Pvt. (Ltd). Etc.

c. Certificate of registration of a Firm with PEC/PCATP.

d. Year of establishment supported by certificate from the Registrar of Firms /SECP.

e. Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC/PCATP) if any.

f. National Tax Number of consultant(s).

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

h. A certificate / affidavit on Stamp Paper of Rs 100/-that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.

i. 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, Resident Supervision, Verification of Interim Bill s and Final Bills submitted by Contractor etc. These costs should be broken into foreign (if applicable) and local costs (if required). Your financial proposal should be prepared using the formats attached as **Appendix-II**, else the proposal of applicant firm will be rejected.

3.8 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.

3.9 Costs may be expressed in Pak Rs. Inclusive of all taxes applicable during the currency of the project.

3.10 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 envelops, 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, Computer Print, 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 interlineations 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 Single Stage Two-Envelope procedure shall be adopted in ranking of the proposals.

Technical Proposal

5.2 The committee of the Client shall carry out its evaluation only to judge eligibility and responsiveness of bidding firm.

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	**The name of the Assignment is:** **Hiring of E/A Consultancy Services** for the project titled **Construction of Teaching Block at New Campus, at University of Agriculture, Faisalabad** SALIENT FEATURES OF PROJECT ARE:

Sr. #.	Description	Summary of assignment	Remarks
1	Ground Floor Plan	Total covered area 14800 SFT including (07 Nos. Class Rooms), (02 Nos. Training Hall, Electricity Room, Control Room, Faculty Lounge, Attendant Room with Bath	Soil Investigation, topographic map, master Plan and Conceptual Plans, Detailed Engineering /Architectural Design And, Preparation Of Bidding Documents/ Engineer's Estimate, TOR's For Selection Of Contractor, Tender Process, Selection Of Contractor, Detailed Construction Supervision
2	First Plan	Total covered area 14530 SFT including (07 Nos. Class Rooms), (02 Nos. Training Hall, (02Nos. Common Room), Common Room, Store with Bath	
3	Second Floor	Total covered area 6075 SFT including (06 Nos. Class Rooms), with Bath	
4	Parking Shed	Total covered area 1600SFT	

Name of the Client :

University of Agriculture, Faisalabad

The address of the official is:

Engr. Abdul Mannan
Executive Engineer(ECD-P)
Telephone: 041-9200161-70
E-mail: engrabdulmannan8@gmail.com

1.2 **The brief description and the objectives of the assignment are:**

Location

The Project site is located in Main Campus, University of Agriculture, Faisalabad.

Objectives:

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:

(a) Soil Investigation, topographic map, master Plan and Conceptual Plans

(b) Preparation of Detailed Designs (Architectural, Structural, Electrical, Public

	Health), BOQs and detailed Tender Documents for procurement of Contractor. (c) Assist in Procurement of contractors for construction and complete evaluation of Bids of Contracting Firms, Preparation of detailed Comparative Statement. (d) Resident Supervision the construction activities and maintain the quality and progress. (e) Verification of Interim & Final Bills submitted by contractor Details are provided in the TOR.
1.3	**Phasing of the Assignment, if any:** (d) Detailed Design of Building, allied Infrastructure Works as Tender Documentation as per Govt. of the Punjab, PPRA &PPRA Punjab by laws. (b) Detailed Resident Construction Supervision.
1.4	**A Pre-Proposal Conference will not be held.**
1.5	**The Employer shall provide the following inputs:** • Close Coordination • Identification of Project boundary etc and other allied details.
1.6	The client will provided input required for preparation of proposal but any facility of stay and transportation etc will not be provided.
1.7	**Selection Procedure: -**The Consultants shall be selected under the selection method of Least Cost Selection (LCS). The procedure for opening of proposals will follow the principles of P.E.C. **Single Stage-Two Envelope procedure**, which is presented as follows: - *(xxvi) 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.* *(xxvii) Initially, only the envelope marked **"TECHNICAL PROPOSAL"** will be opened as per criteria mentioned in the tender documents and the F**INANCIAL PROPOSAL"** shall be opened only for the once who have fulfilled the criteria for mentioned in tender Documents.* *(xxviii)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.* *(xxix) 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 open the FINANCIAL PROPOSALS of the technically qualified firms immediately after.*
2.1	**The Documents are:** 1. Data Sheet 2. Technical Proposal Forms for consultancy services 3. Financial Proposal Form for consultancy services 4. Terms of Reference (TOR) 5. Appendices etc.

	6. Draft Form of Contract
2.2	**The address of the Personnel for seeking clarification is:** **Engr. Abdul Mannan** **Executive Engineer(ECD-P)** Telephone: 041-9200161-70 E-mail: engrabdulmannan8@gmail.com
3.4 (iii)	**Proposed key staff shall be employees, who are employed with the respective Consultant to submission of this proposal:** Yes, and the Consultant has to submit Proof of employment for last two years to be attached in shape of salary slip and appointment letter, a proof of employment failure to which results in non-consideration of staff. Degree of employees should be attached.
3.5	Proposal shall be submitted in **English** language.
3.6	Consultant firm may associate with other firms:- **NO**
3.7	Training is not a specific component of this assignment.
3.8	**Costs may be expressed in currency (s) :-** **Pakistani Rupees**
3.9	Following supervision staff will be deputed on site by the consultant during supervision phase,

S.NO	Description	No's
1	Resident Engineer	01
2	Site Inspector-Civil	01
3	Site Inspector- Public Health (Intermittent two visit per month or as per site/client requirement)	01
4	Site Inspector-Electrical and Networking (Intermittent two visit per month or as per site/client requirement)	01

4.1	**The number of copies of the Technical Proposal required is:** Original <u>One (1)</u> Copies One<u>(1)</u> **The number of copies of the Financial Proposal (in sealed envelope) required is:** Original <u>One (1)</u>
4.5	**Proposals to be submitted at:** **Office of the Project Director** **The date and time of the proposal submission is:-** **Date:- <u>21 July 2022</u>- Time:- 11: 30 Hrs.**
4.6	**Validity of the proposal is:** 180 Days
5.1	<u>Deleted.</u>
5.2	**The date, time and address for the Technical proposal opening is:** **Date:- <u>21 July 2021</u> Submission Time:<u>11.30 Hrs.</u>** **Bids opening Time: <u>12.00 Hrs</u>** **Place of Proposal Opening: Office of Project Director (ECD-P) UAF**

5.5	**Deleted**
6.3	**The assignment is expected to commence on:** To be informed later on **Time Period for this Project is: 18 Months** **Design Phase: 02 Months** **Detail Construction Supervision Phase: 16 Months**
7.1	All Site Facilities including Site Office and transport of Consultant Site Staff will be borne 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

TECHNICAL PROPOSAL - STANDARD FORMS

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

Refer to Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 1 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience
A Consultant's Organization
B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
M On the Terms of Reference
N On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment and quality control policy.

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

TECH-9 Historical Financial Performance.

TECH-10 Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as pre-qualified by HEC)

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

We are submitting our Proposal in association with: [*Insert a list with full name and address of each JV Consultant*][2]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

13 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with:* "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

14 [*Delete in case no association is foreseen.*]

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity (including organ gram) and each associate for this assignment.*]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Consultant's Experience

SUMMARY OF SIMILAR ASSIGNMENTS (DEVELOPMENTAL WORKS OF UNIVERSITIES)

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

i. A maximum of 05 similar ongoing/completed assignments (developmental works of Universities only) of worth of Rs. 50.0 million & above

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	Nº of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Summary of similar assignments (developmental works of Govt. Sector other than Universities)

A maximum of 05 similar ongoing/completed assignments (developmental works of Govt. Sector Other Than Universities) of worth of Rs. 50.0 million & above

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N^{o} of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	N^{o} of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

FORMTECH- 4 DESCRIPTION OF APPROACH, METHODOLOGY ANDWORK PLAN FOR PERFORMING THEASSIGNMENT

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

e) Technical Approach and Methodology,
f) Work Plan, and
g) Organization and Staffing,
h) Quality Control Policy.

d) **Technical Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

e) **Work Plan**. In this chapter you 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 the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

f) **Organization and Staffing**. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
Submit organ gram plan/chart for site supervision team & their core responsibilities/ methodology.

d) **Quality Control Policy** 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.

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORMTECH-6 CURRICULUM VITAE (CV) FOR PROPOSEDPROFESSIONAL STAFF

11. Proposed Position [*only one candidate shall be nominated for each position*]: _____

12. Name of Firm [*Insert name of firm proposing the staff*]: _____

_____

13. Name of Staff [*Insert full name*]: _____

14. Date of Birth:_____**Nationality**: _____

15. CNIC No (if Pakistani**):_____or Passport No:_____**

16. Education:

Degree	*Major/Minor*	*Institution*	*Date (MM/YYYY)*

17. Membership of Professional Associations: _____

_____

18. Other Training [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

_____

_____

19. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

_____

20. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

Employer	*Position*	*From (MM/YYYY)*	*To (MM/YYYY)*

11. Detailed Tasks Assigned

[*List all tasks to be performed under this assignment*]

a. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

i. Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

ii. Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

19) Name of assignment or Project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

20) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

21) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: ____

Note:- Degrees of employers, proof of employment for last two years in shape of salary slip and appointment letter should be attached with technical proposal.

FORM TECH-7 STAFFING SCHEDULE[1]

Full time input
Part time input

Year:_____																
N°	Name of Staff	Staff input (in the form of a bar chart)[2]												Total staff-month input		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field[3]	Total
1		[*Home*] [*Field*]														
2																
3																
		[*Home*] [*Field*]														
											Total					

19 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
20 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
21 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8 WORK SCHEDULE

Year:_____

N°	Activity[1]	Months[2]											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

13 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other bench Points such as Client approvals. For phased assignments indicate activities, delivery of reports, and bench Points separately for each phase.

14 Duration of activities shall be indicated in the form of a bar chart.

FORMTECH-9 HISTORICAL FINANCIAL PERFORMANCE

Average annual consultancy turnover for last Five (05) years as under:-

Average Annual Turnover for last Five (05) Years	
Years	**In PKR**
2017-2018	
2018-2019	
2019-2020	
2020-2021	
2021-2022	
Total:-	
Average:-	

Note:- Attach documentary proof of audited financial statements from chartered accountant of last Five years

FORM TECH-9 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 ("CNIC") 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**:**

1. _____

2._____

NOTARY PUBLIC:

_____

[INSERT NAME OF GUARANTOR]

For:

_____

By:

Its:

APPENDIX-II

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL - STANDARD FORMS

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in RFP.

[*The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided in the RFP.*

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-2A	Financial Proposal/Bid Sheet for Design Phase
FIN-3	Breakdown of Costs by Activity
FIN-4	Breakdown of Remuneration
FIN-5	Reimbursable expenses
Appendix:	Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]]. This amount is inclusive of all the applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs(Pak Rupees)
Total Costs of Financial Proposal	
a. Design Phase (02 Months)	
b. Supervision Phase (For 16 Months)	
Grand Total:-	
Grand Total (In words)	

Note:-

1. The Total Contract amount shall be paid as per payment schedule given in TOR
2. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.). which will be recovered at source at the time of making payment)

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2A Financial Proposal/Bid Sheet for Design Phase

Financial Proposal for Procurement of Consultancy Services for project tiled **" Construction of Teaching Block at New Campus at University of Agriculture, Faisalabad"** as Per TOR for Detail Engineering /Architectural Design Preparation of Bidding Documents/ Engineer Estimate, Detailed Construction Supervision & Monitoring of :-

Sr #	Description	Unit	Construction cost	Quoted Rate in PKR	Amount PKR
	Construction of Teaching Block at New Campus at University of Agriculture, Faisalabad	%age of construction cost	Rs.198.490 Million		**(construction cost × quoted rate) ÷ 100**

Note:-

13. The Total Contract amount shall be paid as per payment schedule given in TOR.
14. The amount quoted involves all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).
3. The base price for the project for evaluation of financial proposal will be same as mentioned in para 1.4 of TOR.
4. Initially, the construction cost for the purpose of financial bid, should be taken as **Rs. 198.940 Million**. Moreover, payments to the consultants till award of civil works will be made according to the said amount.
5. 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.
6. 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.
7. 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.
8. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any)
9. The client will deduct 10% of each payment as security which would be released After 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

10. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment)

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY[1]

Group of Activities (Phase):[2]	**Description:**[3]
Cost component	Costs (Pak Rupees)
Remuneration	
Reimbursable Expenses	
Subtotals	

Note:- Above quoted % age rates & other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment.

25 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in FormFIN-2.

26 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of FormTECH-8.

27 Short description of the activities whose cost breakdown is provided in this Form.

28 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4 and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____				
Name 2	**Position**[3]	**Staff-month Rate**[4]	**Input**[5] (Staff-months)	Pak Rupees
Staff				
		[*Home*]		
		[*Field*]		
		[*Home*]		
		[*Field*]		
			Total Costs	

37 Form FIN-4 shall be filled for each of the Forms FIN-3provided.
38 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
39 Positions of Professional Staff shall coincide with the ones indicated in FormTECH-5.
40 Indicate separately staff-month rate and currency for home and fieldwork.
41 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
42 Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name[2]	Position[3]	Staff-month Rate[4]
Staff		
		[*Home*] [*Field*]
		[*Home*] [*Field*]

25 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

26 Professional Staff should be indicated individually; Support Staff should be indicated per category(e.g.: draftsmen, clerical staff).

27 Positions of the Professional Staff shall coincide with the ones indicated in FormTECH-5.

28 Indicate separately staff-month rate and currency for home and fieldwork.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES[1]

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____					
N°	**Description**	**Unit**	**Unit Cost**	**Quantity**	**Pak Rupees**
	Per diem allowances	Day			
	Miscellaneous travel expenses	Trip			
	Communication costs between [*Insert place*] and [*Insert place*]				
	Drafting, reproduction of reports				
	Use of computers, software				
	Local transportation costs				
	Office rent, clerical assistance				
				Total Costs	

7 Indicate unit cost and currency.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description	Unit	Unit Cost
	Per diem allowances	Day	
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	Drafting, reproduction of reports		
	Use of computers, software		
	Local transportation costs		
	Office rent, clerical assistance		

7 Indicate unit cost and currency.

Sample Form

Consulting Firm:

Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(ee) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than withinthenormalannualsalaryincreasepolicyasappliedtoallthefirm'sstaff;

(ff) attached are true copies of the latest salary slips of the staff members listed;

(gg) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(hh) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(ii) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____

[Name of Consulting Firm]

_____ _____

Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Fee[2]	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Field									

13. Expressed as percentage of1
14. Expressed as percentage of4

TERMS OF REFERENCE (TOR)

FOR

HIRING OF ENGINEERING CONSULTING FIRM FOR

CONSTRUCTION OF TEACHING BLOCK AT NEW CAMPUS AT UNIVERSITY OF AGRICULTURE, FAISALABAD

UNIVERSITY OF AGRICULTURE, FAISALABAD

June 2022.

1. Introduction:

University of Agriculture, Faisalabad intends to Hire Design and Resident Supervision consultancy services of Firms Prequalified by UAF. The civil works component of approx. Pak **Rs 198.490 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.

1.1 Background of the Project.

*University of Agriculture, Faisalabad intends to implement and execute the "*Construction of Teaching Block at New Campus at University of Agriculture, Faisalabad*"*

1.2 Objective of Consultancy.

The objective of hiring Engineering/Architectural Consulting firm is to ensure technical viability of civil work component and implementation of the project.

1.3 Scope of Work/Consultancy Services.

a) **Design Phase**

The consultant shall be responsible for soil investigation, topographic map, master plan and preparation of architectural plans, 3D views, structure design, internal & external water supply and sewerage system, BOQ, cost estimates, rate analysis, tender documents and detail working/construction drawings

e) Resident Supervision

Complete Resident Supervision of the project to ensure Quality of Work as per specifications and Quantity as per BOQ. Verifications of all Interim Bills and Final Bills submitted by Contractor. As built Drawings of Project. Handing Over of completed project back to Client with complete documentation.

1.4 **Civil Works Components/Tasks: -**

1.4.1

Sr No		Name of Sub Projects	No. of Units	Covered Area (Approx (Sft)
1		Construction of Teaching Block at New Campus at University of Agriculture, Faisalabad		
	i)	Ground Floor Plan	1	14800SFT
	ii	First Floor Plan	1	14530SFT
	iii	Second Floor Plan	1	6075 SFT
	iv	Parking Shed	1	1600SFT
		Total covered Area:-		**37005Sft**
		Cost of Building		**Rs. 198.490 (M)**

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.

- Detailed Architectural/Engineering, structural design of aforesaid buildings. Internal Services (Electrical, Water Supply, Sewerage System, Sui Gas, Telephone/Data Network, etc.)
- Detailed Architectural/Engineering design of External Developmental Works of Compound Wall, Main Gate with Security Room, Water Supply System, Sewerage System, Electrical System Sui Gas Works, Roads, Walkways, Vehicle Parking etc.
- The consultant should take care of latest building codes along with latest codes and standards.
- Preparation of Tender/Construction Drawing and Tender Documents
- Preparation of Bill of Quantities (BOQs)/Engineer Estimates and Tender/Bid Documents.
- Client assistance in the prequalification of the contractors.
- Bids/Tenders evaluation, Comparative Statement.
- 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.

1.5 **Terms of Reference.**

Terms of reference has been developed on the basis of scope of work and are produced in the following sections.

2.1 **Data Collection.**

i. Obtain University's priorities, preferences, parameter, criteria and other similar information for the implementation of the project.

ii. The Consultants shall collect all necessary data regarding the user's requirements of the proposed site, its surroundings climate and materials etc, which information is required for proper planning and design of project,

3.1 **Infrastructure Facilities.**

3.1.1 **Preliminary Design.**

Prepare and submit schematic architectural design of buildings as per client requirement.

3.1.2 **Submissions.**

The consultants shall submit two sets of preliminary architectural schematic designs for the approval of Competent Authority of the University. Any changes suggestions or recommendations made by the Competent Authority of the University will be discussed jointly.

The University shall retain one set of marked drawings showing corrections and proposed changes, which will be incorporated in the next phase and will return one set of marked drawings showing the proposed correction changes for further necessary action by Consultant.

Making presentation at various stage of designing as per requirement the Competent Authority of University and their Final Approval.

The suggestion of Competent Authority of the University shall be incorporated in the final architectural schematic drawings.

The consultants shall submit five sets of final architectural schematic designs and drawings, along with a soft copy, for reference and record for the University.

3.1.3 **Detailed Designs.**

i) Incorporating the Competent Authority suggestions and comments, if any to undertake the final engineering design of the buildings and detailed design of various components.

ii) The consultants shall update the cost estimate after completion of design development/detailed design stage.

3.1.4 **Final Design Phase.**

- Prepare final specifications set forth in the detail for the works to be done and the materials, workmanship and equipment required for the works.

- Prepare analysis of non-scheduled rates for the major items of work covered in the cost estimates and not available in the Composite Schedule of Rates/MRS, Punjab.

- Prepare a final computer aided based estimate of cost based on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution time frame. The consultants are required to submit complete printout, each signed by an estimator and a checker.

4.1.3 **Detailed Engineering Designs.**

Based on drawings and documents prepare and approved during the architectural design stage, After incorporating the University's and HEC suggestions and comments the consultant shall:-.

ix. **Design/plans of the Project shall include the following:-**
Exact locations of internal water supply, internal sewerage, telephone, gas networks and electric lines in plans and section of building.

x. Prepare computer aided detail drawings consisting of :-
- Architectural plan of all floors.
- Structural drawings of slabs, beams and columns.
- Internal & External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).
- Detail Design of all allied external services like External electrification with standby generators system, Water Supply, Sewerage System, Roads/Footpath/ Street lights, drainage system , Landscaping and development of play grounds/Sports area, etc.
- Any other design/drawings necessary for the successful completion of the facility.

iii. Prepare & submit analysis of rates for the major items of work covered in the cost estimates and not available in the composite schedule of rates/MRS, Punjab.

iv. Prepare & submit a final computer aided based estimate of cost base on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution timeframe. The consultants are required to submit complete printout, each signed by the estimator and a checker for Technical Sanction.

v. Certify the correctness and adequacy of design and estimate.

vi. Provide certification on all structural drawings duly signed for Technical Sanction.

4.1.4 **Submissions**.

The consultant shall submit the seven sets of detailed Architectural & Engineering and Structure Design/Drawings (along with AutoCAD soft copy), pertaining to each civil works component/ sub project i.e. Internal &External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).

4.1.5 **Construction Phase.**

The Consultants shall prepare the detailed working/construction drawings for each civil works component/sub-project and allied works/ services including water supply/sewerage system etc.

i. Prepare and submit setting out plan, earth work excavation profiles/plans, any amended/modified design and drawings as may be necessary during execution of works at the site.

iii. Detailed structural design, drawings, etc.

iv. Detailed drawings for internal and external electrification with stand by generators system, power distribution and sub-station, electric panels, plumbing, internal and external services, external development, allied services, mechanical and other infrastructure works.

v. Details design of doors, windows, floor pattern, washrooms, kitchens, internal and external finishes and cladding, false ceiling, laboratory counters & fixtures, design and specifications of any specialized equipment and any other works which may be required for project.

4.1.6 **Submissions.**

The consultants shall submit to University seven sets of the above final detail Design/drawings documents, along with a soft copy.

4.1.7 **Tender/Bid Documentation**

i. Preparation of detailed cost estimate for grant of Technical Sanction estimate.

ii. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.

iii. Preparation of complete tender/bid documents comprising of BOQ, tender drawings, specifications.

iv. Attending Bid proceedings comprising of recording of minutes of meeting, preparation and signing of Bid evaluation report for hiring of contractor.

v. Preparation, and submission of contract agreement on approved format.

vi. Preparation and submission of work plan bases on MS Project or primavera.

vii. Approval of drawing and its presentation to HEC Steering committee.

4.1.8 **Submissions.**

The consultants shall submit to University five sets of the above final detail Design/drawings documents, along with a soft copy.

Core Team for Designing

Design staff should have the minimum qualification & experience depicted as under:-

Ser #	Designation	Qualification/Experience	No. of Posts
1	Senior Architect	M. Arch member of PCATP in good standing having 15 years or above of total experience of working on similar building projects of which 5 years must be as a team leader. or Bachelor of Architect with 20 years relevant experience. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as team leader.	1
2.	Senior Structural Engineer	Master's Degree 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).	1
3.	Senior Quantity Surveyor	DAE Civil in good standing, Having 15 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	1
4.	Electrical & Public Health Engineer	MEP Engineer - B.Sc. (Electrical, Mechanical & Public Health) member of PEC in good standing. Having 10 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	2

Design Stage (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 (after approval)	10% of the amount due to the consultant under the head
2	Upon submission of final drawings/ designs of the project including detail structure design and drawings, detail architectural drawings with 3D Views, electrical designs, plumbing designs, Sui Gas, Sewerage, internet, Telephone, etc and other Allied Services and after approval from Client committee and HEC committee.	20% of the amount due to the consultant under the head
3	Upon submission of detail working /construction drawings.	15% of the amount due to the consultant under the head
4	Upon submission of detail documents, tender & bid documents, BOQs, drawings and specification etc on the format agreed with client.	15% of the amount due to the consultant under the head
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 contractors.	10% of the amount due to the consultant under the head.
7	Upon successful completion of the design phase.	05% of the amount due to the consultant under the head
8	Upon submission of Revised Drawings / As Built Drawings	05% of the amount due to the consultant under the head
9.	Upon successful Handing Over of completed project to Client	10% of the amount due to the consultant under the head

Note:

1. Preparation modified drawings/documents at any stage of execution without additional charges if required by the Client.

2. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

Deduction of Securities and Income Tax

i. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

ii. Income Tax and sale Tax will be deducted as per prevailing rates.

6.1. **Time Duration for the Assignment.**

The target time for completion of the Design Phase is 02 months.

Deliverables

a) **Design Phase**

i.	Inception Report	03-Copies.
ii.	Draft Detailed Design Report	03-Copies.
iii.	Draft Architectural & Structural Designing and Drawings for submission to HEC for approval.	03-Copies.
iv.	Architectural & Structural Designing and Drawings after Approval	03- Copies.
v.	Detailed Working drawings	03-Copies
vi	Tender/Bid Documents, Drawings and Specifications	3-Copies.
vii.	Detail Cost Estimate	3-Copies.
viii	Bid Evaluation Report and Comparative Statement	3-Copies.
ix	Soft Copies (Editable) of all approved drawings and all documentations.	

7. Phase – II) Resident Supervision Stage

7.1 Services for Resident Supervision of Civil Works Electrical, Mechanical, Plumbing and external development Works

The duties and functions for the consultant will include but not limited to the following: -

i) 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 specifications and agreement documents with due diligence, efficiency and its importance with the best Engineering practice and consulting standards for construction of all components.

ii) The Consultant will be responsible for Resident Supervision of the work by a qualified Graduate Engineer in the respective discipline, earthling system, External sewerage system & Disposal External water supply system (According to the requirement of site) etc.

iii) The Consultant shall certify that the works have been/being executed as per design and drawings standard specification, technically sanctioned estimates and within the provision of contract agreement.

iv) The Consultant shall certify that the works are executed in accordance with the established standard criteria and procedure.

v) The consultant shall ensure that the construction schedule provided in the contract agreement is strictly followed by the contractor.

vi) The consultant shall certify that the construction material brought by the contractors to be used in the construction works is in accordance with the specification and got tested as per standards practices laid down in specifications and will also ensure the quality control of works.

vii) The consultant shall report/advise to the client on any issue/problem arising in construction work during the execution of work and suggest remedial measures.

viii) The consultant will be responsible for testing (on contractor's cost) of:-

a. Material steel (sealed).
b. Concrete Cube, Brick, Cement.
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.

ix) The consultant shall verify the contractor's monthly payments and final payments and certify that payments released to the contractors are for works actually carried out at site and as per rates quoted approved in the tender and as per approved specification.

x) The consultant shall recommend to the Client for issuance of completion certificate stating that the work has been completed as per standard specifications, design drawings, estimates and contract agreement.

xi) One month prior to the expiry of the construction period of the work the consultant shall carry out a detailed final inspection of the work and submit a report to the department pointing out the defects short-comings and deficiencies, if any in the work and will also get them rectify by the contractor, before making recommendation is for the release of security deposit of the contractor.

xii) Consultant fee will be based on input of man month or as negotiated.

xiii) The consultant shall perform duties as Representative of client to supervise the construction work as per objective and scope of work with the best professional and consulting practice in a proactive manner to ensure that the project is completed as per target schedule set forth by the client.

xiv) In carrying out the assignment the consultant shall undertake the following works:-

a. Issue instruction to the contractor(s) and provide engineering supervision during the execution of work.

b. The consultants will attend and make measurements and computation of quantities of the completed works or any work which is about to be covered and maintain permanent records of all such measurements as basis for progressive payments to the contractors and keep the measurement documents are records in safe custody.

c. The consultant will maintain daily record of check requests/tests performed and approval correspondence and site diaries supported with pictorial evidence (both hard and soft form) and shall submit the record of daily inspection reports all the test made to the client on fortnight basis in an electronic form as well as through hard copy.

d. Prepare monthly progress reports maintain estimate and comparative statement of project costs and submit reports to the client.

e. Will make liaison between the client and contractor.

f. Approve the material testing and deficiencies reports in respect of the same to client.

g. Require, monitor and review the results of Tests to be carried out by the Contractor in accordance with the construction requirements.

h. Prepare and submit the "as-built" drawings for each component of the works.

xv) The consultant shall from its own source: establish a site office and meet the running/operational expenses.

xvi) The consultant shall supervise the construction activity in all matters concerning worker safety and care and advise the contractor/client on any problem arising in the construction work during its execution.

xvii) The consultant shall check systematically the progress of work according to the construction schedule of the agreement and shall submit monthly progress report in the prescribed format to client pointing out the deficiencies and suggest remedial measure.

xviii) Consultant shall be responsible for getting all such defects rectified from the concerned contractors(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.

xix) Client shall authorize his representative which may regularly visit the site of checking resident supervision of the consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work a site.

xx) The detailed construction supervision shall include planning, guidance, programming, inspection monitoring of construction activities and contractor's performance, Quantity and quality assurance, implementation of work plans and drawings as per design and specification.

xxi) Preparation and verification of variation orders and maintaining record of correspondence with the contractor and other stakeholders.

xxii) 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.

xxiii) The quality and quantity assurance shall be the sole responsibility of the consultants.

xxiv) 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.

7.2 **Staffing Requirement for Resident Supervision and their Responsibilities: -**

The Engineering Constriction Department of the University of Agriculture Faisalabad shall administer the Civil Work contracts. The consultants will help the project management office in decision making and shall be responsible for the quality and quantity control as per agreed laid down standards/specifications. Resident Supervision shall be provided for all activates throughout the construction period without break through qualified & experienced supervisory staff that shall perform their duties with due diligence and efficiency. Supervisory staff

should have the following minimum qualifications and experience: -

Ser #	Description	Nos	Qualification/Experience
1	Resident Engineer	1	Qualified M.Sc. or B.Sc Engr.(civil) member of PEC in good standing Having 20 years or above of total experience for BSc or 15 Years or above of total Experience for MSc working on similar building projects of which 5 years must be as a Resident Engineer. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as Resident Engineer.
2.	Site Inspector Electrical, Networking (Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
3.	Site Inspector Civil	1	Qualified DAE member in good standing. Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a Site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
4.	Site Inspector Public Health(Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.

Note:-

a. The Client will have a right to reduce/suspend the propose staff keepin view the pace of work/funding position.

b. The Client will have the right to fire/ withdraw of any supervisory staff services without any reasons and justifications.

7.3 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.

7.4 **Completion and Handing Over: -**

7.4.1 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.

7.4.2 The consultant shall be fully responsible for preparation & approval of PC-IV from the competent forum.

7.4.3 Prepare list/inventory and hand over to the Client, all correspondence with Contractor(s) dairies, testing of materials, IPCs. FPCs/final accounts, claims/disputes, court cases and assets etc on completion.

7.4.4 The Consultant shall be responsible for successful handing over of the project by the Contractor to the Client in accordance with the Contract Documents.

7.5 **Reporting Requirement/Deliverables.**

7.5.1 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 Contractor(s) with a comparison via-a-vis 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 Liner 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 the issues.

e. Maintaining estimate and comparative statement of project costs.

All record at the end of the project shall become the property of client.

7.5.2 **Technical/Laboratory Reports:**

The consult shall produce necessary technical reports, lab reports (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.

7.5.3 **Inspection Reports: -**

a. The consultant shall keep the record of daily inspection & material test (in respect of receipt reports in the prescribed forms at the site office and submit it to the client on weekly basis.

b. One month prior to the expiry of completion period the consultant shall carry out a detailed final inspection of the work and submit a report to the client pointing out the defects in the work if any.

c. Give notices to the contract for the any defect/deficiency and ensure their timely rectifications in case of persistent delay in the compliance of the directions issued by him appropriate action against the Contractor shall be taken/recommended to the Client under clauses on Contract Agreement.

d. The consultant shall be responsible for getting all such defects rectified from the concerned contract(s) and final payment(s) of the contractor(s) shall be verified only after satisfactory removal of the defects.

e. The consultant shall keep record of the daily inspection report and inform the Project Director about the potential problems which may arise an hamper progress of work besides making suitable recommendations for their solution at a minimum expense.

f. The consultant shall also be responsible for maintaining complete record of correspondence with the (contractors and other agencies, etc Copy of such record shall be provided to Client on regularly for its evaluation/ record.

7.5.4 **Final Completion Reports: -**

The consultants will prepare a comprehensive final report (5 hard copies with one soft copy) for the contract on substantial completion. This report shall summarize the method of construction location, details of works carried out, construction supervision performed during the project with visible and invisible benefits of the project by considering various indicators such as social-economic uplift, literacy, industrialization, job opportunities The report shall contain: -

a. 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.

b. Project quantities, Folders along with soft copy.

c. Comparison of initial and final BOQs.

d. Deduction sheet, if any, based on handing over reports.

7.5.5 Post Completion Stage: -

a. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.

b. Processing and recommendation of contractor's security after successful completion of defect liability period.

c. 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.

7.5.6 **Project Diary: -**

The consultant shall monitor and appraise progress of work and maintain daily project diary by recording all events pertaining to the administration of the contract, which may be of assistance in resolving claims, disputes and queries if any.

8. **Time Duration for Supervision Stage**

The time duration for the supervision stage of the proposed project is as under 16 months. However, the supervisory staff will be curtailed proportionately with regard to completion of the project.

Mode of Payment (Supervision Phase)

i. Interim detailed supervision charges will be paid, by taking into account the actual verified on Man Month basis as in the contract agreement.

ii. All payments will be made subject to availability of funds. 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 Executive Engineer for payment purpose.

iii. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

iv. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

v. 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.

Deliverable (Supervision Phase)

i)	Monthly Progress Report	3-Copies.
ii).	Inspection Report of works of each visit during construction of the building.	03- Copies
iii)	Construction Drawings	3-Copies
iv)	Assistance and preparation of completion report / P.C. IV	3-Copies
v)	As build drawings	3-Copies.
vi)	Post completion Report	3-Copies.
vii)	Soft copy (Editable) of all	

9. **Liability**

Professional liability as stated in the prevalent conduct and practice of consulting engineering prescribed by PEC and as given under Rule 54 of Punjab Procurement Rule 2014 shall be applicable to the consultant.

10. **Role of the Client**

University of Agriculture Faisalabad will provide necessary inputs regarding design and supervision of the project components.

Time Duration: -

Time for design phase	02 months
Time for supervision phase	16 months

D R A F T C O N T R A C T

Consulting Services

Lump-Sum

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Appendix A – Terms of Reference.....
Appendix B - Key Experts .....
Appendix C – Breakdown of Contract Price.....

Preface

5. 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.

6. 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.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name_____

Contract No._____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

IX. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter referred to as the "Contract") is made on the ____ day of the month of _____, 20___.

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;

   (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. _____

X. General Conditions of Contract

A. General Provisions

1. Definitions

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

(oo) "Applicable Rules" means Punjab Procurement Rules 2014 (amended Jan, 2016).

(pp) "Applicable Law" means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.

(qq) "Client" means the Procuring Agency that signs the Contract for the Services with the Selected Consultant.

(rr) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(ss) "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).

(tt) "Day" means a working day unless indicated otherwise.

(uu) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(vv) "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.

(ww) "Foreign Currency" means any currency other than the currency of the Client's country.

(xx) "GCC" means these General Conditions of Contract.

(yy) "Government" means the government of the Punjab.

(zz) "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.

(aaa) "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.

(bbb) "Local Currency" means Pak rupee (PKR).

(ccc) "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.

(ddd) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(eee) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(fff) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(ggg) "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.

(hhh) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.7. 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

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

4. Language

4.7. 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

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

6. Communications

6.13. 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**.

6.14. 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

7.7. 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

8.7. 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

9.7. 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

g. Fraud and Corruption

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

(xvi) "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;

(xvii) "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;

(xviii) "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;

(xix) "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;

(xx) "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 Clint 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 miss procurement 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 nominated[7] 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.

b. Commissions and Fees

10.14. 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

[7] 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.

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

11.7. 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.

12. Commencement of Services

13.7. 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**.

13. Expiration of Contract

14.7. 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**.

14. Entire Agreement

15.7. 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.

15. Modifications or Variations

16.7. 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.

16. Force Majeure

a. Definition

17.55. 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.

17.56. 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.

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

b. No Breach of Contract

17.58. 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

17.59. 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.

17.60. 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.

17.61. 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.

17.62. 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.

17.63. 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.

17.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.

18.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

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 GCC25.2 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).

25. 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.

26. 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**.

27. 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

28. 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.**

29. 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.

30. 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

31. 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**.

32. 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.

33. 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

34. 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.**

35. 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.

36. 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

37. 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**.

38. 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.

39. Currency of Payment

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

40. 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.

41. 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

42. 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

43. Amicable Settlement

All proceedings to settle a dispute will be governed by the rules and regulations of Pakistan Arbitration Act 1940.

DECISION OF ENGINEER If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other Party., the Engineer shall give his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to suitable Clause of the

contract within Three (03) working days.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

COMMITTEE: If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the Tenth (10) day after the day on which he received the reference, then either the Employer or the Contractor may, proceed to the Committee for the settlement of dispute.

The committee will be comprised of following members.

1- The Treasurer, UAF (Convener)
2- Project Director, UAF (Member)
3- Executive Engineer, UAF (Member)
4- Two representatives of Consultant/Engineer (Members)

ARBITRATOR: Any of the parties not satisfied with the decision of the committee may request to The Arbitrator, The Vice Chancellor, UAF, to review for settlement of the dispute. The decision of the arbitrator shall be final and binding on both parties.

COURT JURISDICTION: Only the Courts of Law in Faisalabad City shall have exclusive jurisdiction to adjudicate upon the decision of arbitrator brought by Contractor in relation to this particular contract.

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	**The addresses are:** **Client:** **University of Agriculture, Faisalabad** **Attention:** **Executive Engineer** **E-mail:** **engrabdulmannan8@gmail.com** **Consultant:** _____ **Attention:** _____ **E-mail:** _____
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *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.]* **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*_____ Email: **For the Consultant:** *[name, title]*_____ Email:
11.1	**Effective date:** Date of signing of the Agreement
13.1	**Commencement of Services:** **The number of days shall be seven (07) days.**

	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** 18 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	**"Limitation of the Consultant's Liability towards the Client:** (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: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (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; (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".

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- through Form- of the Consultant's Proposal. Highlight the changes to Section 6 of the RFP]

……

APPENDIX B - KEY EXPERTS

[Insert a table based on Tech-8 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- and Form-] 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- and Form-] 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- 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 (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 ii) 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. *"]*

UNIVERSITY OF AGRICULTURE, FAISALABAD

STANDARD BIDDING DOCUMENT
REQUEST FOR PROPOSAL (RFP)

Procurement of Services of Consulting Firm

FOR

Sr. No.08

Construction / Repair / Renovation of Lab Under the Project: "Quality Seed Production and Supply to the Farming Community for Ensuring Food Security in Pakistan" at University of Agriculture Faisalabad

REQUEST FOR PROPOSAL

Country:	**Pakistan**
Region:	**Faisalabad**
Location:	**Main Campus and PBI (PARS Campus), University of Agriculture, Faisalabad**
Required Firm Category:	**PEC/PCATP Consultancy Firms already Prequalified at UAF**
Project Name:	**ESTABLISHMENT OF CAPACITY BUILDING CENTER AT UNIVERSITY OF AGRICULTURE FAISALABAD**
Project Duration:	**12 Months**

DEFINITIONS:

I. "Client" means University of Agriculture, Faisalabad 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 / Punjab

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. 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. "LCS" means Least Cost 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 like Universities

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 Data Sheet annexed. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft copy of contract is enclosed with the RFP documents.

1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.

1.3 The Client has been entrusted the duty to implement the Project as Executing Agency for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the standard contract for which this RFP is being issued.

1.4 To obtain first-hand information of the Assignment and about the local conditions, you can pay a visit to the Client before submitting a proposal. 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:

X. 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.

XI. Incomplete defective proposals and proposals not conforming to the RFP documents shall be liable to rejection.

XII. 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

xiii. 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.

xiv. Pre-bid meeting will be held on showing in data sheet.

xv. 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.

xvi. 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:

vii. JV/Consortium of firms can apply only as a same JV/Consortium with a same Lead firm for this RFP.

viii. Subcontracting part of the Assignment to other consultants is not allowed.

ix. The key professional staff proposed shall be permanent employees of the firm for at-least 01 year unless otherwise indicated in the Data Sheet.

x. Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment.

xi. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position & must be supported with PEC & PCATP, registration certificate, duly signed by the key personnel and countersigned/stamped by the firm's competent authority, otherwise it will not be acceptable.

xii. 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:

TECH-1	Technical Proposal Submission Form
TECH-2	Consultant's Organization and Experience A. Consultant's Organization B, Consultant's Experience
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client A. On the Terms of Reference B. On the Counterpart Staff and Facilities
TECH-4	Description of the Approach, Methodology, Work Plan and Quality Control Policy for Performing the Assignment
TECH-5	Team Composition and Task Assignments
TECH-6	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-7	Staffing Schedule
TECH-8	Work Schedule - (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).
TECH-9	Historical Financial Performance.
TECH-10	Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as mentioned in proposal).

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. Name, full address and partnership deed of the contractors/firms with power of attorney in favour of person authorized.

b. Type of firm i.e A.O.P or Pvt. (Ltd). Etc.

c. Certificate of registration of a Firm with PEC/PCATP.

d. Year of establishment supported by certificate from the Registrar of Firms /SECP.

e. Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC/PCATP) if any.

f. National Tax Number of consultant(s). (FBR Certificate)

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

h. A certificate / affidavit on Stamp Paper of Rs 100/-that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.

i. 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, Resident Supervision, Verification of Interim Bill s and Final Bills submitted by Contractor etc. These costs should be broken into foreign (if applicable) and local costs (if required). Your financial proposal should be prepared using the formats attached as **Appendix-II**, else the proposal of applicant firm will be rejected.

3.8 The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.

3.9 Costs may be expressed in Pak Rs. Inclusive of all taxes applicable during the currency of the project.

3.10 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 envelops, 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, Computer Print, 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 interlineations 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 Single Stage Two-Envelope procedure shall be adopted in ranking of the proposals.

Technical Proposal

5.2 The committee of the Client shall carry out its evaluation only to judge eligibility and responsiveness of bidding firm.

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	**The name of the Assignment is:** **Hiring of E/A Consultancy Services** for the project titled **CONSTRUCTION / REPAIR / RENOVATION OF LAB UNDER THE PROJECT: "QUALITY SEED PRODUCTION AND SUPPLY TO THE FARMING COMMUNITY FOR ENSURING FOOD SECURITY IN PAKISTAN" AT UNIVERSITY OF AGRICULTURE FAISALABAD** SALIENT FEATURES OF PROJECT ARE:

Sr. #.	Description	Summary of assignment	Remarks
1	Construction of Seed Processing Unit	Total covered area 2769 SFT.	Building Condition Survey Report, Soil Investigation, topographic map, master Plan and Conceptual Plans, Detailed Engineering /Architectural Design And, Preparation Of Bidding Documents/ Engineer's Estimate, TOR's For Selection Of Contractor, Tender Process, Selection Of Contractor, Detailed Construction Supervision
2	Construction of seed drying Platforms	Total covered area 5000 SFT	
3	Construction of Parking Shed	Total covered area 1800 SFT	
4	Construction of office block	Total covered area 1628 SFT	
5	Construction of Boundary Wall including Main Gate	Total Length is 1200 Rft.	
6	Work related to ISTA accredited lab	Ground Floor Covered Area is 4594 sft and First Floor Covered Area is 3955 sft.	
7	External Development Work	External Water Supply Works Sewerage System, External Electric Work, External Sui Gas Roads walkway street light etc.	

Name of the Client :

University of Agriculture, Faisalabad

The address of the official is:

Engr. Abdul Mannan
Executive Engineer(ECD-P)
Telephone: 041-9200161-70
E-mail: engrabdulmannan8@gmail.com

1.2	**The brief description and the objectives of the assignment are:** **Location** The Project site is located in Main Campus & PBI (PARS Campus), University of Agriculture, Faisalabad.

	Objectives: The overall objective of the consultancy services is to carry out Planning, Detail Designing, Documentation and detailed Construction Supervision of the works approved. The project Specific objectives are: (a) The Building Condition Survey Report. (b) Soil Investigation, topographic map, master Plan and Conceptual Plans (c) Preparation of Detailed Designs (Architectural, Structural, Electrical, Public Health), BOQs and detailed Tender Documents for procurement of Contractor. (d) Assist in Procurement of contractors for construction and complete evaluation of Bids of Contracting Firms, Preparation of detailed Comparative Statement. (e) Resident Supervision the construction activities and maintain the quality and progress. (f) Verification of Interim Payment Certificates & Final Bills submitted by contractor Details are provided in the TOR.
1.3	**Phasing of the Assignment, if any:** (a) Detailed Design of Building, allied Infrastructure Works as Tender Documentation as per Govt. of the Punjab, PPRA &PPRA Punjab by laws. (b) Detailed Resident Construction Supervision.
1.4	**A Pre-Proposal Conference will not be held.**
1.5	**The Employer shall provide the following inputs:** • Close Coordination • Identification of Project boundary etc and other allied details.
1.6	The client will provided input required for preparation of proposal but any facility of stay and transportation etc will not be provided.
1.7	**Selection Procedure: -**The Consultants shall be selected under the selection method of Least Cost Selection (LCS). The procedure for opening of proposals will follow the principles of P.E.C. **Single Stage-Two Envelope procedure**, which is presented as follows: - *(xxx) 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.* *(xxxi) Initially, only the envelope marked **"TECHNICAL PROPOSAL"** will be opened as per criteria mentioned in the tender documents and the F**INANCIAL PROPOSAL"** shall be opened only for the once who have fulfilled the criteria for mentioned in tender Documents.* *(xxxii) 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.* *(xxxiii)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 open the FINANCIAL PROPOSALS of the technically qualified firms immediately after.
2.1	**The Documents are:** 8. Data Sheet 9. Technical Proposal Forms for consultancy services 10. Financial Proposal Form for consultancy services 11. Terms of Reference (TOR) 12. Appendices etc. 13. Draft Form of Contract
2.2	**The address of the Personnel for seeking clarification is:** **Engr. Abdul Mannan** **Executive Engineer(ECD-P)** Telephone: 041-9200161-70 E-mail: engrabdulmannan8@gmail.com
3.4 (iii)	**Proposed key staff shall be employees, who are employed with the respective Consultant to submission of this proposal:** Yes, and the Consultant has to submit Proof of employment for last two years to be attached in shape of salary slip and appointment letter, a proof of employment failure to which results in non-consideration of staff. Degree of employees should be attached.
3.5	Proposal shall be submitted in **English** language.
3.6	Consultant firm may associate with other firms:- **NO**
3.7	Training is not a specific component of this assignment.
3.8	**Costs may be expressed in currency (s) :-** **Pakistani Rupees**
3.9	Following supervision staff will be deputed on site by the consultant during supervision phase,

S.NO	Description	No's
1	Resident Engineer	01
2	Site Inspector-Civil	01
3	Site Inspector- Public Health (Intermittent two visit per month or as per site/client requirement)	01
4	Site Inspector-Electrical and Networking (Intermittent two visit per month or as per site/client requirement)	01

4.1	**The number of copies of the Technical Proposal required is:** Original One (1) Copies One(1) **The number of copies of the Financial Proposal (in sealed envelope) required is:** Original One (1)
4.5	**Proposals to be submitted at:** **Office of the Project Director** **The date and time of the proposal submission is:-**

	Date:- 21 July 2022- Time:- 11: 30 Hrs.
4.6	**Validity of the proposal is:** 180 Days
5.1	Deleted.
5.2	**The date, time and address for the Technical proposal opening is:** **Date:- 21 July 2021** **Submission Time: 11.30 Hrs.** **Bids opening Time: 12.00 Hrs** **Place of Proposal Opening: Office of Project Director (ECD-P) UAF**
5.5	**Deleted**
6.3	**The assignment is expected to commence on:** To be informed later on **Time Period for this Project is: 12 Months** **Design Phase: 02 Month** **Detail Construction Supervision Phase: 10 Months**
7.1	All Site Facilities including Site Office and transport of Consultant Site Staff will be borne 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

TECHNICAL PROPOSAL - STANDARD FORMS

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

Refer to Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 1 of the RFP for Standard Forms required and number of pages recommended.

TECH-1 Technical Proposal Submission Form

TECH-2 Consultant's Organization and Experience
A Consultant's Organization
B Consultant's Experience

TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
O On the Terms of Reference
P On the Counterpart Staff and Facilities

TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment and quality control policy.

TECH-5 Team Composition and Task Assignments

TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-7 Staffing Schedule

TECH-8 Work Schedule

TECH-9 Historical Financial Performance.

TECH-10 Power of Attorney to declare lead firm for that project (JV with Lead firm will be same as pre-qualified by HEC)

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope[1].

We are submitting our Proposal in association with: [*Insert a list with full name and address of each JV Consultant*][2]

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

15 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with:* "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

16 [*Delete in case no association is foreseen.*]

A - Consultant's Organization

[*Provide here a brief (two pages) description of the background and organization of your firm/entity (including organ gram) and each associate for this assignment.*]

Firm Background:

Chief Executive Officer:

Chief Financial Officer:

Chief Technical Officer (or equivalent):

B - Consultant's Experience

SUMMARY OF SIMILAR ASSIGNMENTS (DEVELOPMENTAL WORKS OF UNIVERSITIES)

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

i. A maximum of 05 similar ongoing/completed assignments (developmental works of Universities only) of worth of Rs. 50.0 million & above

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total Nº of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	Nº of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Summary of similar assignments (developmental works of Govt. Sector other than Universities)

A maximum of 05 similar ongoing/completed assignments (developmental works of Govt. Sector Other Than Universities) of worth of Rs. 50.0 million & above

SN	Name of the Project	Location Province/ Country	Client	Project Cost (m. Rs.)	Project Duration (pl. mention start 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)

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

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

Sign & Stamp of Authorized Representative

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide*

Client's certification and/or evidence of the contract agreement.]

Assignment name:	Total Value of the assignment (in current PKR or US$):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N^{o} of staff-months (by your firm) on the assignment:
Start date (month/year):	Completion date (month/year):
Total Area designed:	Value of consultancy services provided by your firm under the agreement (in current PKR or US$):
Name of associated Consultants, if any:	N^{o} of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project clearly indicating respective areas in Sft:	
Description of actual services provided by your staff within the assignment;	

Note:- Letter of award with project cost and performance certificate with project cost issued by the client of proposed projects should be attached with Technical proposal.

FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT

A - On the Terms of Reference

[*Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.*]

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

FORMTECH- 4 DESCRIPTION OF APPROACH, METHODOLOGY ANDWORK PLAN FOR PERFORMING THEASSIGNMENT

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

m) Technical Approach and Methodology,
n) Work Plan, and
o) Organization and Staffing,
p) Quality Control Policy.

g) **Technical Approach and Methodology**. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

h) **Work Plan**. In this chapter you 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 the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

i) **Organization and Staffing**. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
Submit organ gram plan/chart for site supervision team & their core responsibilities/ methodology.

d) **Quality Control Policy** 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.

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff					
Name of Staff	CNIC No./Passport No.	Firm	Area of Expertise	Position Assigned	Task Assigned

FORMTECH-6 CURRICULUM VITAE (CV) FOR PROPOSEDPROFESSIONAL STAFF

21. Proposed Position [*only one candidate shall be nominated for each position*]: _____

22. Name of Firm [*Insert name of firm proposing the staff*]: _____

_____

23. Name of Staff [*Insert full name*]: _____

24. Date of Birth:_____**Nationality**: _____

25. CNIC No (if Pakistani**):_____or Passport No:_____**

26. Education:

Degree	*Major/Minor*	*Institution*	*Date (MM/YYYY)*

27. Membership of Professional Associations: _____

_____

28. Other Training [*Indicate significant training since degrees under 6 - Education were obtained*]: _____

_____

_____

29. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:

_____

30. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

Employer	*Position*	*From (MM/YYYY)*	*To (MM/YYYY)*

11. Detailed Tasks Assigned

[*List all tasks to be performed under this assignment*]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]

1) Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

2) Name of assignment or project: _____
Total Value: _____

Year:_____

Location:_____

Client:_____

Main project features: _____

Positions held: _____

Activities performed: _____

22) Name of assignment or Project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

23) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

24) Name of assignment or project _____

Total Value: _____

Year: _____

Location: _____

Client: _____

Main project features _____

Positions held: _____

Activities performed: _____

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____Date: _____

[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: ____

Note:- Degrees of employers, proof of employment for last two years in shape of salary slip and appointment letter should be attached with technical proposal.

FORM TECH-7 STAFFING SCHEDULE[1]

Full time input
Part time input

Year:_____																
N°	Name of Staff	Staff input (in the form of a bar chart)[2]												Total staff-month input		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field[3]	Total
1		[*Home*] [*Field*]														
2																
3																
		[*Home*] [*Field*]														
											Total					

22 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
23 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and fieldwork.
24 Field work means work carried out at a place other than the Consultant's home office.

FORM TECH-8 WORK SCHEDULE

Year:_____

N°	Activity[1]	Months[2]											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

15 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other bench Points such as Client approvals. For phased assignments indicate activities, delivery of reports, and bench Points separately for each phase.

16 Duration of activities shall be indicated in the form of a bar chart.

FORMTECH-9 HISTORICAL FINANCIAL PERFORMANCE

Average annual consultancy turnover for last Five (05) years as under:-

Average Annual Turnover for last Five (05) Years	
Years	**In PKR**
2017-2018	
2018-2019	
2019-2020	
2020-2021	
2021-2022	
Total:-	
Average:-	

Note:- Attach documentary proof of audited financial statements from chartered accountant of last Five years

FORM TECH-9 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 ("CNIC") 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**:**

1. _____

2._____

NOTARY PUBLIC:

_____

[INSERT NAME OF GUARANTOR]

For:

_____

By:

Its:

APPENDIX-II

FINANCIAL PROPOSAL

FINANCIAL PROPOSAL - STANDARD FORMS

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in RFP.

[*The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided in the RFP.*

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-2A	Financial Proposal/Bid Sheet for Design Phase
FIN-3	Breakdown of Costs by Activity
FIN-4	Breakdown of Remuneration
FIN-5	Reimbursable expenses
Appendix:	Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To: [*Name and address of Client*]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*[1]]. This amount is inclusive of all the applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Data Sheet.

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

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

remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2 SUMMARY OF COSTS

Item	Costs(Pak Rupees)
Total Costs of Financial Proposal	
a. Design Phase (02 Month)	
b. Supervision Phase (For 10 Months)	
Grand Total:-	
Grand Total (In words)	

Note:-

1. The Total Contract amount shall be paid as per payment schedule given in TOR
2. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.). which will be recovered at source at the time of making payment)

Yours sincerely,

Authorized Signature [*In full and initials*]:_____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

FORM FIN-2A Financial Proposal/Bid Sheet for Design Phase

Financial Proposal for Procurement of Consultancy Services for project tiled "**Construction / Repair / Renovation of Lab Under the Project: "Quality Seed Production and Supply to the Farming Community for Ensuring Food Security in Pakistan" at University of Agriculture Faisalabad"** as Per TOR for Detail Engineering /Architectural Design Preparation of Bidding Documents/ Engineer Estimate, Detailed Construction Supervision & Monitoring of :-

Sr #	Description	Unit	Construction cost	Quoted Rate in PKR	Amount PKR
	Construction / Repair / Renovation of Lab Under the Project: "Quality Seed Production and Supply to the Farming Community for Ensuring Food Security in Pakistan" at University of Agriculture Faisalabad	%age of construction cost	Rs: 75 Million		**(construction cost × quoted rate) ÷ 100**

Note:-

5. The Total Contract amount shall be paid as per payment schedule given in TOR.
6. The amount quoted involves all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.).
3. The base price for the project for evaluation of financial proposal will be same as mentioned in para 1.4 of TOR.
4. Initially, the construction cost for the purpose of financial bid, should be taken as **Rs.75 Million**. Moreover, payments to the consultants till award of civil works will be made according to the said amount.
5. 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.
6. 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.
7. 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.
8. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any)
9. The client will deduct 10% of each payment as security which would be released After 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

10. Above quoted % age rates& other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment)

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY[1]

Group of Activities (Phase):[2]	**Description:**[3]
Cost component	Costs (Pak Rupees)
Remuneration	
Reimbursable Expenses	
Subtotals	

Note:- Above quoted % age rates & other rates should be inclusive of all applicable taxes of Federal, Provincial and District Govt. (PST 16%, Income Tax and etc.), which will be recovered at source at the time of making payment.

29 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in FormFIN-2.

30 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of FormTECH-8.

31 Short description of the activities whose cost breakdown is provided in this Form.

32 Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4 and FIN-5.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____				
Name 2	**Position**[3]	**Staff-month Rate**[4]	**Input**[5] (Staff-months)	Pak Rupees
Staff				
		[*Home*]		
		[*Field*]		
		[*Home*]		
		[*Field*]		
			Total Costs	

43 Form FIN-4 shall be filled for each of the Forms FIN-3provided.
44 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
45 Positions of Professional Staff shall coincide with the ones indicated in FormTECH-5.
46 Indicate separately staff-month rate and currency for home and fieldwork.
47 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
48 Remuneration = Staff-month Rate x Input.

FORM FIN-4 BREAKDOWN OF REMUNERATION[1]

(This Form FIN-4 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name[2]	Position[3]	Staff-month Rate[4]
Staff		
		[*Home*] [*Field*]
		[*Home*] [*Field*]

29 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

30 Professional Staff should be indicated individually; Support Staff should be indicated per category(e.g.: draftsmen, clerical staff).

31 Positions of the Professional Staff shall coincide with the ones indicated in FormTECH-5.

32 Indicate separately staff-month rate and currency for home and fieldwork.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES[1]

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities(Phase):_____					
N°	**Description**	**Unit**	**Unit Cost**	**Quantity**	**Pak Rupees**
	Per diem allowances	Day			
	Miscellaneous travel expenses	Trip			
	Communication costs between [*Insert place*] and [*Insert place*]				
	Drafting, reproduction of reports				
	Use of computers, software				
	Local transportation costs				
	Office rent, clerical assistance				
				Total Costs	

8 Indicate unit cost and currency.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Agreement has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description	Unit	Unit Cost
	Per diem allowances	Day	
	Miscellaneous travel expenses	Trip	
	Communication costs between [*Insert place*] and [*Insert place*]		
	Drafting, reproduction of reports		
	Use of computers, software		
	Local transportation costs		
	Office rent, clerical assistance		

8 Indicate unit cost and currency.

Sample Form

Consulting Firm:

Assignment: Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(jj) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than withinthenormalannualsalaryincreasepolicyasappliedtoallthefirm'sstaff;

(kk) attached are true copies of the latest salary slips of the staff members listed;

(ll) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(mm) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(nn) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

_____

[Name of Consulting Firm]

_____ _____

Signature of Authorized Representative Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges[1]	Overhead[1]	Subtotal	Fee[2]	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour[1]
Home Office									
Field									

15. Expressed as percentage of1
16. Expressed as percentage of4

TERMS OF REFERENCE (TOR)

FOR

HIRING OF ENGINEERING CONSULTING FIRM FOR

Construction / Repair / Renovation of Lab Under the Project: "Quality Seed Production and Supply to the Farming Community for Ensuring Food Security in Pakistan" at University of Agriculture Faisalabad

UNIVERSITY OF AGRICULTURE, FAISALABAD

July 2022.

1. Introduction:

University of Agriculture, Faisalabad intends to Hire Design and Resident Supervision consultancy services of Firms Prequalified by UAF. The civil works component of approx. Pak **Rs: 75 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.

1.1 Background of the Project.

*University of Agriculture, Faisalabad intends to implement and execute the "*Establishment of Capacity Building Center at University of Agriculture Faisalabad*"*

1.2 Objective of Consultancy.

The objective of hiring Engineering/Architectural Consulting firm is to ensure technical viability of civil work component and implementation of the project.

1.3 Scope of Work/Consultancy Services.

a) Design Phase

The consultant shall be responsible for soil investigation, topographic map, master plan and preparation of architectural plans, 3D views, structure design, internal & external water supply and sewerage system, BOQ, cost estimates, rate analysis, tender documents and detail working/construction drawings

f) Resident Supervision

Complete Resident Supervision of the project to ensure Quality of Work as per specifications and Quantity as per BOQ. Verifications of all Interim Bills and Final Bills submitted by Contractor. As built Drawings of Project. Handing Over of completed project back to Client with complete documentation.

1.4 **Civil Works Components/Tasks: -**

1.4.1

Sr No	Name of Sub Projects	No. of Units	Covered Area (Approx (Sft)
1	Construction of Seed Processing Unit	1	2769 sft
2	Construction of Seed Drying Platforms	1	5000 Sft
3	Construction of Parking Shed	1	1800 sft
4	Construction of office block	1	1628 sft
5	Construction of Boundary wall including Main Gate	1	1200 rft.
6	Work related to ISTA accredited lab	1	8549 sft.
7	External Development work		
	Total covered Area:-		**20946 Sft**
	Cost of Building		**Rs. 75 (M)**

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.

- Detailed Architectural/Engineering, structural design of aforesaid buildings. Internal Services (Electrical, Water Supply, Sewerage System, Sui Gas, Telephone/Data Network, etc.)
- Detailed Architectural/Engineering design of External Developmental Works of Compound Wall, Main Gate with Security Room, Water Supply System, Sewerage System, Electrical System Sui Gas Works, Roads, Walkways, Vehicle Parking etc.
- The consultant should take care of latest building codes along with latest codes and standards.
- Preparation of Tender/Construction Drawing and Tender Documents
- Preparation of Bill of Quantities (BOQs)/Engineer Estimates and Tender/Bid Documents.
- Client assistance in the prequalification of the contractors.
- Bids/Tenders evaluation, Comparative Statement.
- 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.

1.5 **Terms of Reference.**

Terms of reference has been developed on the basis of scope of work and are produced in the following sections.

2.1 **Data Collection.**

i. Obtain University's priorities, preferences, parameter, criteria and other similar information for the implementation of the project.

ii. The Consultants shall collect all necessary data regarding the user's requirements of the proposed site, its surroundings climate and materials etc, which information is required for proper planning and design of project including Building Control Survey,

3.1 **Infrastructure Facilities.**

3.1.1 **Preliminary Design.**

Prepare and submit schematic architectural design of buildings as per client requirement.

3.1.2 **Submissions.**

The consultants shall submit two sets of preliminary architectural schematic designs for the approval of Competent Authority of the University. Any changes suggestions or recommendations made by the Competent Authority of the University will be discussed jointly.

The University shall retain one set of marked drawings showing corrections and proposed changes, which will be incorporated in the next phase and will return one set of marked drawings showing the proposed correction changes for further necessary action by Consultant.

Making presentation at various stage of designing as per requirement the Competent Authority of University and their Final Approval.

The suggestion of Competent Authority of the University shall be incorporated in the final architectural schematic drawings.

The consultants shall submit five sets of final architectural schematic designs and drawings, along with a soft copy, for reference and record for the University.

3.1.3 **Detailed Designs.**

i) Incorporating the Competent Authority suggestions and comments, if any to undertake the final engineering design of the buildings and detailed design of various components.

ii) The consultants shall update the cost estimate after completion of design development/detailed design stage.

3.1.4 **Final Design Phase.**

- Prepare final specifications set forth in the detail for the works to be done and the materials, workmanship and equipment required for the works.

- Prepare analysis of non-scheduled rates for the major items of work covered in the cost estimates and not available in the Composite Schedule of Rates/MRS, Punjab.

- Prepare a final computer aided based estimate of cost based on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution time frame. The consultants are required to submit complete printout, each signed by an estimator and a checker.

4.1.3 **Detailed Engineering Designs.**

Based on drawings and documents prepare and approved during the architectural design stage, After incorporating the University's and HEC suggestions and comments the consultant shall:-.

iii. **Design/plans of the Project shall include the following:-**
Exact locations of internal water supply, internal sewerage, telephone, gas networks and electric lines in plans and section of building.

iv. Prepare computer aided detail drawings consisting of :-
- Architectural plan of all floors.
- Structural drawings of slabs, beams and columns.
- Internal & External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc.).
- Detail Design of all allied external services like External electrification with standby generators system, Water Supply, Sewerage System, Roads/Footpath/ Street lights, drainage system , Landscaping and development of play grounds/Sports area, etc.
- Any other design/drawings necessary for the successful completion of the facility.

iii. Prepare & submit analysis of rates for the major items of work covered in the cost estimates and not available in the composite schedule of rates/MRS, Punjab.

iv. Prepare & submit a final computer aided based estimate of cost base on the priced bill of quantities, final design and the best available information on costs of labour and materials, at the time and projected to the expected execution timeframe. The consultants are required to submit complete printout, each signed by the estimator and a checker for Technical Sanction.

v. Certify the correctness and adequacy of design and estimate.

vi. Provide certification on all structural drawings duly signed for Technical Sanction.

4.1.4 **Submissions**.

The consultant shall submit the seven sets of detailed Architectural & Engineering and Structure Design/Drawings (along with AutoCAD soft copy), pertaining to each civil works component/ sub project i.e. Internal &External plumbing work, electrical work, gas pipes, telephone internet, data cable, power supply, distribution and allied services (Firefighting, P.A System Fire Alarm, Internet system and telephone etc).

4.1.5 **Construction Phase.**

The Consultants shall prepare the detailed working/construction drawings for each civil works component/sub-project and allied works/ services including water supply/sewerage system etc.

i. Prepare and submit setting out plan, earth work excavation profiles/plans, any amended/modified design and drawings as may be necessary during execution of works at the site.

iii. Detailed structural design, drawings, etc.

iv. Detailed drawings for internal and external electrification with stand by generators system, power distribution and sub-station, electric panels, plumbing, internal and external services, external development, allied services, mechanical and other infrastructure works.

v. Details design of doors, windows, floor pattern, washrooms, kitchens, internal and external finishes and cladding, false ceiling, laboratory counters & fixtures, design and specifications of any specialized equipment and any other works which may be required for project.

4.1.6 **Submissions.**

The consultants shall submit to University seven sets of the above final detail Design/drawings documents, along with a soft copy.

4.1.7 **Tender/Bid Documentation**

i. Preparation of detailed cost estimate for grant of Technical Sanction estimate.

ii. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.

iii. Preparation of complete tender/bid documents comprising of BOQ, tender drawings, specifications.

iv. Attending Bid proceedings comprising of recording of minutes of meeting, preparation and signing of Bid evaluation report for hiring of contractor.

v. Preparation, and submission of contract agreement on approved format.

vi. Preparation and submission of work plan bases on MS Project or primavera.

vii. Approval of drawing and its presentation to HEC Steering committee.

4.1.8 **Submissions.**

The consultants shall submit to University five sets of the above final detail Design/drawings documents, along with a soft copy.

Core Team for Designing

Design staff should have the minimum qualification & experience depicted as under:-

Ser #	Designation	Qualification/Experience	No. of Posts
1	Senior Architect	M. Arch member of PCATP in good standing having 15 years or above of total experience of working on similar building projects of which 5 years must be as a team leader. or Bachelor of Architect with 20 years relevant experience. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as team leader.	1
2.	Senior Structural Engineer	Master's Degree 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).	1

4.	Senior Quantity Surveyor	DAE Civil in good standing, Having 15 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	1
5.	Electrical & Public Health Engineer	MEP Engineer - B.Sc. (Electrical, Mechanical & Public Health) member of PEC in good standing. Having 10 years or above of total experience of working on similar building projects. Having 05 Years or above of experience of working with existing firm on similar building projects.	2

Design Stage (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 (after approval)	10% of the amount due to the consultant under the head
2	Upon submission of final drawings/ designs of the project including detail structure design and drawings, detail architectural drawings with 3D Views, electrical designs, plumbing designs, Sui Gas, Sewerage, internet, Telephone, etc and other Allied Services and after approval from Client committee and HEC committee.	20% of the amount due to the consultant under the head
3	Upon submission of detail working /construction drawings.	15% of the amount due to the consultant under the head
4	Upon submission of detail documents, tender & bid documents, BOQs, drawings and specification etc on the format agreed with client.	15% of the amount due to the consultant under the head
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 contractors.	10% of the amount due to the consultant under the head.
7	Upon successful completion of the design phase.	05% of the amount due to the consultant under the head
8	Upon submission of Revised Drawings / As Built Drawings	05% of the amount due to the consultant under the head
9.	Upon successful Handing Over of completed project to Client	10% of the amount due to the consultant under the head

Note:

1. Preparation modified drawings/documents at any stage of execution without additional charges if required by the Client.

2. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

Deduction of Securities and Income Tax

i. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

ii. Income Tax and sale Tax will be deducted as per prevailing rates.

6.1. **Time Duration for the Assignment.**

The target time for completion of the Design Phase is 02 months.

Deliverables

a) **Design Phase**

i.	Inception Report	03-Copies.
ii.	Draft Detailed Design Report	03-Copies.
iii.	Draft Architectural & Structural Designing and Drawings for submission to HEC for approval.	03-Copies.
iv.	Architectural & Structural Designing and Drawings after Approval	03- Copies.
v.	Detailed Working drawings	03-Copies
vi	Tender/Bid Documents, Drawings and Specifications	3-Copies.
vii.	Detail Cost Estimate	3-Copies.
viii	Bid Evaluation Report and Comparative Statement	3-Copies.
ix	Soft Copies (Editable) of all approved drawings and all documentations.	

14. Phase – II) Resident Supervision Stage

7.1 Services for Resident Supervision of Civil Works Electrical, Mechanical, Plumbing and external development Works

The duties and functions for the consultant will include but not limited to the following: -

i) 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 specifications and agreement documents with due diligence, efficiency and its importance with the best Engineering practice and consulting standards for construction of all components.

ii) The Consultant will be responsible for Resident Supervision of the work by a qualified Graduate Engineer in the respective discipline, earthling system, External sewerage system & Disposal External water supply system (According to the requirement of site) etc.

iii) The Consultant shall certify that the works have been/being executed as per design and drawings standard specification, technically sanctioned estimates and within the provision of contract agreement.

iv) The Consultant shall certify that the works are executed in accordance with the established standard criteria and procedure.

v) The consultant shall ensure that the construction schedule provided in the contract agreement is strictly followed by the contractor.

vi) The consultant shall certify that the construction material brought by the contractors to be used in the construction works is in accordance with the specification and got tested as per standards practices laid down in specifications and will also ensure the quality control of works.

vii) The consultant shall report/advise to the client on any issue/problem arising in construction work during the execution of work and suggest remedial measures.

viii) The consultant will be responsible for testing (on contractor's cost) of:-

a. Material steel (sealed).
b. Concrete Cube, Brick, Cement.
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.

ix) The consultant shall verify the contractor's monthly payments and final payments and certify that payments released to the contractors are for works actually carried out at site and as per rates quoted approved in the tender and as per approved specification.

x) The consultant shall recommend to the Client for issuance of completion certificate stating that the work has been completed as per standard specifications, design drawings, estimates and contract agreement.

xi) One month prior to the expiry of the construction period of the work the consultant shall carry out a detailed final inspection of the work and submit a report to the department pointing out the defects short-comings and deficiencies, if any in the work and will also get them rectify by the contractor, before making recommendation is for the release of security deposit of the contractor.

xii) Consultant fee will be based on input of man month or as negotiated.

xiii) The consultant shall perform duties as Representative of client to supervise the construction work as per objective and scope of work with the best professional and consulting practice in a proactive manner to ensure that the project is completed as per target schedule set forth by the client.

xiv) In carrying out the assignment the consultant shall undertake the following works:-

a. Issue instruction to the contractor(s) and provide engineering supervision during the execution of work.

b. The consultants will attend and make measurements and computation of quantities of the completed works or any work which is about to be covered and maintain permanent records of all such measurements as basis for progressive payments to the contractors and keep the measurement documents are records in safe custody.

c. The consultant will maintain daily record of check requests/tests performed and approval correspondence and site diaries supported with pictorial evidence (both hard and soft form) and shall submit the record of daily inspection reports all the test made to the client on fortnight basis in an electronic form as well as through hard copy.

d. Prepare monthly progress reports maintain estimate and comparative statement of project costs and submit reports to the client.

e. Will make liaison between the client and contractor.

f. Approve the material testing and deficiencies reports in respect of the same to client.

g. Require, monitor and review the results of Tests to be carried out by the Contractor in accordance with the construction requirements.

h. Prepare and submit the "as-built" drawings for each component of the works.

xv) The consultant shall from its own source: establish a site office and meet the running/operational expenses.

xvi) The consultant shall supervise the construction activity in all matters concerning worker safety and care and advise the contractor/client on any problem arising in the construction work during its execution.

xvii) The consultant shall check systematically the progress of work according to the construction schedule of the agreement and shall submit monthly progress report in the prescribed format to client pointing out the deficiencies and suggest remedial measure.

xviii) Consultant shall be responsible for getting all such defects rectified from the concerned contractors(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.

xix) Client shall authorize his representative which may regularly visit the site of checking resident supervision of the consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work a site.

xx) The detailed construction supervision shall include planning, guidance, programming, inspection monitoring of construction activities and contractor's performance, Quantity and quality assurance, implementation of work plans and drawings as per design and specification.

xxi) Preparation and verification of variation orders and maintaining record of correspondence with the contractor and other stakeholders.

xxii) 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.

xxiii) The quality and quantity assurance shall be the sole responsibility of the consultants.

xxiv) 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.

7.2 **Staffing Requirement for Resident Supervision and their Responsibilities: -**

The Engineering Constriction Department of the University of Agriculture Faisalabad shall administer the Civil Work contracts. The consultants will help the project management office in decision making and shall be responsible for the quality and quantity control as per agreed laid down standards/specifications. Resident Supervision shall be provided for all activates throughout the construction period without break through qualified & experienced supervisory staff that shall perform their duties with due diligence and efficiency. Supervisory staff

should have the following minimum qualifications and experience: -

Ser #	Description	Nos	Qualification/Experience
1	Resident Engineer	1	Qualified M.Sc. or B.Sc Engr.(civil) member of PEC in good standing Having 20 years or above of total experience for BSc or 15 Years or above of total Experience for MSc working on similar building projects of which 5 years must be as a Resident Engineer. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as Resident Engineer.
2.	Site Inspector Electrical, Networking (Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
3.	Site Inspector Civil	1	Qualified DAE member in good standing. Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a Site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.
4.	Site Inspector Public Health(Intermittent) two visit per month or as per site/Client requirement).	1	Qualified DAE member in good standing Having 10 years or above of total experience of working on similar building projects of which 3 years must be as a site Inspector. Having 05 Years or above of experience of working with existing firm on similar building projects of which 3 years must be as a site Inspector.

Note:-

a. The Client will have a right to reduce/suspend the propose staff keepin view the pace of work/funding position.

b. The Client will have the right to fire/ withdraw of any supervisory staff services without any reasons and justifications.

7.3 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.

7.4 **Completion and Handing Over: -**

7.4.1 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.

7.4.2 The consultant shall be fully responsible for preparation & approval of PC-IV from the competent forum.

7.4.3 Prepare list/inventory and hand over to the Client, all correspondence with Contractor(s) dairies, testing of materials, IPCs. FPCs/final accounts, claims/disputes, court cases and assets etc on completion.

7.4.4 The Consultant shall be responsible for successful handing over of the project by the Contractor to the Client in accordance with the Contract Documents.

7.5 **Reporting Requirement/Deliverables.**

7.5.1 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 Contractor(s) with a comparison via-a-vis 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 Liner 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 the issues.

e. Maintaining estimate and comparative statement of project costs.

All record at the end of the project shall become the property of client.

7.5.2 **Technical/Laboratory Reports:**

The consult shall produce necessary technical reports, lab reports (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.

7.5.3 **Inspection Reports: -**

a. The consultant shall keep the record of daily inspection & material test (in respect of receipt reports in the prescribed forms at the site office and submit it to the client on weekly basis.

b. One month prior to the expiry of completion period the consultant shall carry out a detailed final inspection of the work and submit a report to the client pointing out the defects in the work if any.

c. Give notices to the contract for the any defect/deficiency and ensure their timely rectifications in case of persistent delay in the compliance of the directions issued by him appropriate action against the Contractor shall be taken/recommended to the Client under clauses on Contract Agreement.

d. The consultant shall be responsible for getting all such defects rectified from the concerned contract(s) and final payment(s) of the contractor(s) shall be verified only after satisfactory removal of the defects.

e. The consultant shall keep record of the daily inspection report and inform the Project Director about the potential problems which may arise an hamper progress of work besides making suitable recommendations for their solution at a minimum expense.

f. The consultant shall also be responsible for maintaining complete record of correspondence with the (contractors and other agencies, etc Copy of such record shall be provided to Client on regularly for its evaluation/ record.

7.5.4 **Final Completion Reports: -**

The consultants will prepare a comprehensive final report (5 hard copies with one soft copy) for the contract on substantial completion. This report shall summarize the method of construction location, details of works carried out, construction supervision performed during the project with visible and invisible benefits of the project by considering various indicators such as social-economic uplift, literacy, industrialization, job opportunities The report shall contain: -

a. 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.

b. Project quantities, Folders along with soft copy.

c. Comparison of initial and final BOQs.

d. Deduction sheet, if any, based on handing over reports.

7.5.5 Post Completion Stage: -

a. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.

b. Processing and recommendation of contractor's security after successful completion of defect liability period.

c. 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.

7.5.6 **Project Diary: -**

The consultant shall monitor and appraise progress of work and maintain daily project diary by recording all events pertaining to the administration of the contract, which may be of assistance in resolving claims, disputes and queries if any.

8. **Time Duration for Supervision Stage**

The time duration for the supervision stage of the proposed project is as under 24 months. However, the supervisory staff will be curtailed proportionately with regard to completion of the project.

Mode of Payment (Supervision Phase)

vi. Interim detailed supervision charges will be paid, by taking into account the actual verified on Man Month basis as in the contract agreement.

vii. All payments will be made subject to availability of funds. 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 Executive Engineer for payment purpose.

viii. The client will deduct 10% of each payment as security which would be released after 12 months after completion of work or project. The retained amount shall be released after the Consultants issue defect liability certificate, as built drawings and final structures safety / stability certificates.

ix. Taxes shall be deducted from each running bill as per rate prescribed / applicable as per relevant Laws of Federal, Provincial & District Governments. (PST 16%, Income Tax & etc).

x. 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.

Deliverable (Supervision Phase)

i)	Monthly Progress Report	3-Copies.
ii).	Inspection Report of works of each visit during construction of the building.	03- Copies
iii)	Construction Drawings	3-Copies
iv)	Assistance and preparation of completion report / P.C. IV	3-Copies
v)	As build drawings	3-Copies.
vi)	Post completion Report	3-Copies.
vii)	Soft copy (Editable) of all	

9. **Liability**

Professional liability as stated in the prevalent conduct and practice of consulting engineering prescribed by PEC and as given under Rule 54 of Punjab Procurement Rule 2014 shall be applicable to the consultant.

10. **Role of the Client**

University of Agriculture Faisalabad will provide necessary inputs regarding design and supervision of the project components.

Time Duration: -

Time for design phase	02 month
Time for supervision phase	10 months

D R A F T C O N T R A C T

Consulting Services

Lump-Sum

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Preface

7. 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.

8. 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.

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name_____

Contract No._____

between

_____

[Name of the Client]

and

_____

[Name of the Consultant]

Dated: _____

XI. Form of Contract

LUMP-SUM

This CONTRACT (hereinafter referred to as the "Contract") is made on the ____ day of the month of _____, 20___.

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;

   (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. _____

XII. General Conditions of Contract

A. General Provisions

44. Definitions

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

(u) "Applicable Rules" means Punjab Procurement Rules 2014 (amended Jan, 2016).

(v) "Applicable Law" means the laws of Islamic Republic of Pakistan, as they may be issued and in force from time to time.

(w) "Client" means the Procuring Agency that signs the Contract for the Services with the Selected Consultant.

(x) "Consultant" means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.

(y) "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).

(z) "Day" means a working day unless indicated otherwise.

(aa) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.

(bb) "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.

(cc) "Foreign Currency" means any currency other than the currency of the Client's country.

(dd) "GCC" means these General Conditions of Contract.

(ee) "Government" means the government of the Punjab.

(ff) "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.

(gg) "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.

(hh) "Local Currency" means Pak rupee (PKR).

(ii) "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.

(jj) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.

(kk) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.

(ll) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.

(mm) "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.

(nn) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

45. Relationship between the Parties

2.8. 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.

46. Law Governing Contract

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

47. Language

4.8. 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.

48. Headings

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

49. Communications

6.15. 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**.

6.16. 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**.

50. Location

7.8. 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.

51. Authority of Member in Charge

8.8. 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.

52. Authorized Representatives

9.8. 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.**

53. Corrupt and Fraudulent Practices

h. Fraud and Corruption

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

(vi) "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;

(vii) "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;

(viii) "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;

(ix) "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;

(x) "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 Clint 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 miss procurement 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 nominated[8] 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.

b. Commissions and Fees

10.16. 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

[8] 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.

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

54. Effectiveness of Contract

11.8. 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.

55. Commencement of Services

13.8. 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**.

56. Expiration of Contract

14.8. 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**.

57. Entire Agreement

15.8. 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.

58. Modifications or Variations

16.8. 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.

59. Force Majeure

a. Definition

17.64. 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.

17.65. 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.

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

b. No Breach of Contract

17.67. 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

17.68. 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.

17.69. 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.

17.70. 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.

17.71. 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.

17.72. 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.

60.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.

61.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

62. 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.

63. 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.

64. 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.

65. 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.

66. 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.

67. 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 GCC25.2 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).

68. 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.

69. 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**.

70. 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

71. 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.**

72. 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.

73. 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

74. 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**.

75. 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.

76. 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

77. 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.**

78. 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.

79. 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

80. 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**.

81. 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.

82. Currency of Payment

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

83. 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.

84. 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

85. 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

86. Amicable Settlement

All proceedings to settle a dispute will be governed by the rules and regulations of Pakistan Arbitration Act 1940.

DECISION OF ENGINEER If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other Party., the Engineer shall give his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to suitable Clause of the

contract within Three (03) working days.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the Work with all due diligence, and the Contractor and the Employer shall give effect forthwith to every such decision of the Engineer unless and until the same shall be revised, as hereinafter provided in an amicable settlement or in an arbitral award.

COMMITTEE: If either the Employer or the Contractor be dissatisfied with a decision of the Engineer or if the Engineer fails to give notice of his decision on or before the Tenth (10) day after the day on which he received the reference, then either the Employer or the Contractor may, proceed to the Committee for the settlement of dispute.

The committee will be comprised of following members.

10- The Treasurer, UAF (Convener)
11- Project Director, UAF (Member)
12- Executive Engineer, UAF (Member)
13- Two representatives of Consultant/Engineer (Members)

ARBITRATOR: Any of the parties not satisfied with the decision of the committee may request to The Arbitrator, The Vice Chancellor, UAF, to review for settlement of the dispute. The decision of the arbitrator shall be final and binding on both parties.

COURT JURISDICTION: Only the Courts of Law in Faisalabad City shall have exclusive jurisdiction to adjudicate upon the decision of arbitrator brought by Contractor in relation to this particular contract.

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	**The addresses are:** **Client:** **University of Agriculture, Faisalabad** **Attention:** **Executive Engineer** **E-mail:** **engrabdulmannan8@gmail.com** **Consultant:** _____ **Attention:** _____ **E-mail:** _____
8.1	*[If the Consultant consists only of one entity, state "N/A";* *OR* *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.]* **The Lead Member on behalf of the JV is** _____ _____ *[insert name of the member]*
9.1	**The Authorized Representatives are:** **For the Client:** *[name, title]*_____ Email: **For the Consultant:** *[name, title]*_____ Email:
11.1	**Effective date:** Date of signing of the Agreement
13.1	**Commencement of Services:** **The number of days shall be seven (07) days.**

	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** 12 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	**"Limitation of the Consultant's Liability towards the Client:** (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: (i) for any indirect or consequential loss or damage; and (ii) for any direct loss or damage that exceeds two times the total value of the Contract; (b) This limitation of liability shall not (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; (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".

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- through Form- of the Consultant's Proposal. Highlight the changes to Section 6 of the RFP]

……

APPENDIX B - KEY EXPERTS

[Insert a table based on Tech-8 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- and Form-] 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- and Form-] 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- 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 (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 ii) 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*."]*