



**AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE
SUKKUR**

**“QUALITY AND COST BASED SELECTION METHOD”.
SINGLE STAGE-TWO ENVELOPE
REQUEST FOR PROPOSAL (RFP) /BIDDING DOCUMENT**

NAME OF WORK : - **REQUEST FOR PROPOSAL**
FOR
HIRING OF ARCHITECTURAL / ENGINEERING
CONSULTANCY SERVICES FOR THE CONSTRUCTION OF
SPORTS COMPLEX & GYMNASIUM AND RELATED
ALLIED WORKS

NAME OF CONSULTANT : - M/S _____

**TENDER FEE NO. AMOUNT WITH: -
DATE.**

NAME OF BANK : -

Important Note:

- Tender bids must be submitted electronically through EPADS, any clause in this RFP document asking for manual submission must be replaced and read as “through EPADS”
- Please attach a copy of Bid Security with the financial proposal through EPADS.
- Only the Bid Security Pay Order in favor of ‘The Aror University of Art, Architecture, Design, and Heritage, Sukkur is to be sent in original on/before the last date & time for electronics bid submission through EPADS.
- For any query/confusion related to this bid document, please contact in writing the following through email:

PROJECT DIRECTOR

AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN AND HERITAGE
RCW ROHRI BYPASS, SUKKUR, SINDH.

TEL: +92 71 5651900-901 EMAILS: INFO@AROR.EDU.PK

CONSULTANT

PROJECT DIRECTOR
AROR UNIVERSITY OF ART, ARCHITECTURE,
DESIGN AND HERITAGE
SUKKUR

REQUEST FOR PROPOSAL (RFP)
E-PAK ACQUISITION & DISPOSAL SYSTEM (EPADS)

HIRING OF ARCHITECTURAL/ENGINEERING CONSULTANCY SERVICES FOR THE
CONSTRUCTION OF SPORTS COMPLEX & GYMNASIUM AND RELATED ALLIED WORKS

Aror University of Art, Architecture, Design & Heritage, Sukkur intends to hire the services from reputable Consultant / Consulting Firms registered with Pakistan Engineering Council (PEC), Pakistan Council of Architects & Town Planners (PCATP), Income Tax Department and Sindh Revenue Board (SRB).

Request for Proposal (RFP) having detailed Terms of References (TORS) can be downloaded from the following websites: **EPADS:** <https://portalsindh.eprocure.gov.pk/#/> **Aror University:** <https://aror.edu.pk/>. The proposal will be accepted using **Single Stage-Two Envelopes** procedure and shall be evaluated using **Quality and Cost Based Selection (QCBS) Method** of SPPRA/PEC rules. Bids must be submitted electronically through EPADS from **28/03/2025** onward. The earnest money **2%** on quoted amount & Tender fee **Rs. 5,000/-** in the form of a pay order, should be made in favor of **Aror University of Art, Architecture, Design, and Heritage, Sukkur**. (non-refundable). The bid duly filled may be submitted and opened on **23/04/2025** at **12:30 PM** and **01:00 PM**, respectively, in the presence of University Committee and consultant/representatives through E-Pad, at **Aror University Sukkur**. The Bidders are required to submit proposals under the Technical Evaluation Criteria given in the RFP. The Procuring Agency reserves the right to accept or reject any or all bids prior to acceptance, in accordance with SPPRA Rules 2010 (amended to date).

In case of any holiday announcement or disturbance/ any other reason, the tenders will be opened on the next working day as per schedule.

Project Director

Aror University of Art, Architecture, Design, and Heritage

RCW Rohri Bypass, Sukkur, Sindh

Tel: +92 71 5651900-901

pd@aror.edu.pk

FOREWORD

Submission of bid:

The sealed tenders duly completed and addressed to Project Director Aror University Sukkur, must reach & to be upload on SPPRA EPADs which shall be opened on the same day according to above schedule in presence of bidders or their representatives (along with authorization letter) who may wish to be present. In case of any Public Holiday / any other circumstances, the tender will be received and opened on the next working day as per schedule. Bidders are requested to give their best offer as no negotiations are expected.

The Procuring Agency may reject any or all bids subject to the relevant provisions SPPRA rules 2010 (Amended upto date).

IMPORTANT NOTICE

This Request for Proposal is provided to the Bidders solely for use in preparing and submitting Bids in connection with the competitive bidding process to undertake Assignment. This Request for Proposal is being issued by Aror University Sukkur, solely for use by Consultants in considering the Project. *Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Request for Proposal.*

The evaluation criteria were determined by Aror University, Sukkur. Neither any of these entities, nor their employees, personnel, agents, make representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tender process for the Project and the same shall have no liability for this Request for Proposal or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any cost's fees, damages or expenses incurred by the recipient in evaluating or acting upon this Request for Proposal or otherwise in connection with the Project as contemplated herein.

The Bids submitted in response to the Request for Proposal by any of the Bidders shall be upon full understanding and agreement of any and all terms of the Request for Proposal and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Request for Proposal. Any Bids in response to the Request for Proposal submitted by any of the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the Request for Proposal and has independently verified all the information received (whether written or oral) from the Aror University, Sukkur (including from its employees, personnel, agents, consultants, advisors and contractors etc.).

This Request for Proposal does not constitute a solicitation for consultancy, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Aror University, Sukkur that the Project will be awarded. Aror University, Sukkur reserves its right, in its full discretion, to modify the Request for Proposal and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

TABLE OF CONTENTS

SN	DESCRIPTION	PAGE #
1	REQUEST FOR PROPOSAL	4
2	DEFINITIONS	4-5
3	LETTER OF INVITATION (LOI)	6
4	INSTRUCTION TO CONSULTANTS	7-19
5	DATA SHEET	20-21
6	APPENDIX-I	22
7	FORM-1	23
8	FORM-2	24
9	FORM-3	25
10	FORM-4	26
11	FORM-5	27
12	FORM-6	28-29
13	FORM-7	30
14	FORM-8	31
15	FORM-9	32
16	FORM-10	33
17	POWER OF ATTORNEY	34-35
18	APPENDIX-II	36
19	FORM-12 (a) & (b)	37-38
20	TERMS OF REFERENCE	39-40
21	CONTRACT DOCUMENT	41
22	PERLIMINARY / TENTATIVE AREA DETAILS	42-44
23	PROPOSED CONTRACTOR FOR ENGINEERING CONSULTANCY SERVICES	45
24	GENERAL CONDITIONS OF CONTRACT	46-76

REQUEST FOR PROPOSALS (RFP)

HIRING OF CONSULTANCY SERVICES

Country: Pakistan
Province: Sindh
District: Sukkur
Project Name: Establishment of Aror University of Art, Architecture, Design & Heritage, Sukkur
Title of Consultancy: HIRING OF ARCHITECTURAL / ENGINEERING CONSULTANCY SERVICES
FOR THE CONSTRUCTION OF SPORTS COMPLEX & GYMNASIUM AND
RELATED ALLIED WORKS

The Aror University of Art, Architecture, Design and Heritage Sukkur invites sealed bids from well reputed Consultants registered with Pakistan Engineering Council (PEC) and PCATP for carrying out Material Master planning, Civil Work (Planning, Drawing, Designing, Estimation, Preparation of BOQ/ Specification etc.), Electrical Work (External & Internal), Plumbing Work, Drainage/Sewerage/Water system, Sound system, Landscaping and external development work, Interior decoration and design, Communication system, Roads and path/walkways, Furniture & Fixtures, HVAC Work, Installation of IT Equipment's.

Bidding shall be conducted on 'Single Stage Two Envelope' basis. The name of the Bidder and tender description shall be clearly marked on the envelopes both Technical and Financial, separately. Bidders are requested to give their best & final prices as no negotiations will be done.

Bidders are required to submit the documents along with following information.

➤ **Company profile**

- I. List of full time technical and supervisory staff along with their brief Cv's.
- II. Registration as Consultants with Pakistan Engineering Council.
- III. Income tax registration and clearance certificate at least 3 years.
- IV. Registration with FBR/SRB or any other registration as per Govt: policies.
- V. Details of works/services of similar nature already completed or in hand with cost, and satisfactorily certificate from the concerned Executive Officer.
- VI. Details of machinery and equipment.
- VII. Financial stability certificate issued from the recognized banks.
- VIII. Affidavit regarding non-involvement in any arbitration/ litigation with any Government agency/ Department.
- IX. NTN registration and all registration copies.
- X. Any other relevant information to facilitate in decision making.
- XI. The Consulting firms supplying wrong information are liable to legal action and disqualification

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.
- iv. The Procuring Agency named in the Data Sheet will select a consultant in accordance with the method of selection specified in the Data Sheet.
- v. The Consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- vi. The Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. The Consultants may liaise with the Procuring Agency's representative named in the Data Sheet for gaining better insight into the assignment.
- vii. The Co-Bidding documents containing Term of References (TORs), Evaluation Criteria and other terms & conditions can be downloaded from <https://portalsindh.eprocure.gov.pk/#/> and <https://aror.edu.pk>
- viii. Prospective bidders are requested proposals to upload on online SPPRA EPAD.
- ix. Technical proposals will be opened on 23/04/2025 same date at 01:00 hrs. in the presence of bidders who intend to witness the proceedings. Proposals received after due date / time shall not be considered. The contract with the successful Consultants will be executed as per the standard form of contract for engineering consultancy services (for large projects) available at www.pec.org.pk and harmonized with SPPRA Rules available at <https://portalsindh.eprocure.gov.pk/#/>.
- x. Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Consultants in line with SPPRA rules (amended from time to time). While submitting the Technical Proposal, the composition of the proposed team and task assignment to individual personnel shall be clearly stated
- xi. The queries may be referred to Project Director Aror University Sukkur at pd@aror.edu.pk
- xii. As per SPPRA rule Aror University, Sukkur reserves the right to reject any one or all bids without assigning any reason.

Project Director

The Aror University of Art, Architecture,
Design and Heritage Sukkur

Tel: +92 71 5651900

Email: pd@aror.edu.pk

BRIEF OF PROJECT

Aror University, Sukkur is providing adequate and properly trained manpower in the field of Art, Architecture, Design and Heritage in the province of Sindh by ensuring proper and systematic instruction, training, research and extension in modern systems of Art, Architecture, Design and Heritage and its Allied sciences

The establishment of the Aror University of Art, Architecture, Design & Heritage Sukkur is a unique University to provide a platform for students, faculty, and the wider community to explore, learn, and create innovative and sustainable solutions through the intersection of Art, Design, and AI Technology. The proposed University Sports Complex and Gymnasium aims to provide state-of-the-art facility for students, faculty, and staff, promoting physical fitness, sports excellence, and a healthy lifestyle. The complex will feature a modern gymnasium with advanced fitness equipment, dedicated spaces for aerobics and yoga, as well as indoor courts for basketball, badminton, and volleyball. Outdoor facilities will include a football and cricket ground, tennis and basketball courts, and a running track. Additionally, the project will incorporate essential amenities such as changing rooms, a medical center, a cafeteria, and a multipurpose hall for sports events. By fostering student engagement in extracurricular activities and supporting university teams, this initiative will enhance the overall campus experience, contributing to both personal well-being and institutional recognition in sports and athletics.

Aror University, Sukkur intends to Pre-qualify and hire consultants for construction of Sports Complex (Approx: 10 Acres) and Gymnasium area is (14853 Sft) and allied works, as detailed in PC-1 “Establishment of Aror University of Art, Architecture, Design & Heritage, Sukkur”

Consultant’s duties involve in, Designs, Drawings, BOQs, tender documents & top supervision, revised of preparation of PC-1 when needed or any work related to the PC-1 in the interest of university. Details of works are as under.

- Master planning
- Civil Work (Planning, Drawing, Designing, Estimation, Preparation of BOQ/ Specification, checking of bills etc. is optional).
- Electrical Work (External & Internal)
- Plumbing Work.
- Drainage/sewerage/Water Supply system.
- Landscaping and external development work.
- Interior decoration and design.
- Communication system.
- Roads and Paths etc.
- Furniture & Fixtures.
- HVAC Work.
- Sound System, Lighting System
- Firefighting equipment’s
- Installation of I.T Equipment’s, etc

Consultants are required to submit the following documents in details:

- Company profile.
- List of full time technical and supervisory staff along with their brief Cvs.
- Registration as Consultants with Pakistan Engineering council.
- Income tax registration and clearance certificate with detail for three years.
- Details of works/services of similar nature already completed or in hand with Cost, and satisfactorily certificate from the concerned executive officer.
- Details of machinery and equipment.
- Financial stability certificate issued from the recognized banks.
- Affidavit regarding non-involvement in any arbitration/ litigation with any Government agency/ department.
- NTN registration and all registration copies.
- Any other relevant information to facilitate in decision making.
- The Consulting firms supplying wrong information are liable to legal action and disqualification.

Request for Proposals documents can be download from the website www.aror.edu.pk or SPPRA Website <https://portalsindh.eprocure.gov.pk/#/>. The last date for submission of documents is 23rd April, 2025

LETTER OF INVITATION (LOI)

Name & Address of Consultant:

Subject: **HIRING OF ARCHITECTURAL / ENGINEERING CONSULTANCY SERVICES
FOR THE CONSTRUCTION OF SPORTS COMPLEX & GYMNASIUM AND
RELATED ALLIED WORKS**

Dear Sir/Madam,

Aror University Sukkur (the "Procuring Agency"), invites "Technical and Financial proposals" for Consultancy Services for planning, detailed designing and top-level construction supervision and monitoring Sports Complex & Gymnasium (the Assignment) and Allied Works, from prospective firms/consortiums.

This Request for Proposal (RFP) is addressed to the competent and qualified Consulting Firms registered with Pakistan Engineering Council (PEC) and Pakistan Council of Architects & Town Planners (PCATP). A detailed description of the assignment and its objectives are given in the enclosed Terms of Reference (TORs).

Consultants are encouraged to acquaint fully with the Assignment and local conditions before submitting their proposals, by sending written queries to the Procuring Agency, if any. Please note that no cost of any such visitor queries is reimbursable.

A firm/ consortium will be selected under Quality Cum Cost Based Selection (QCBS) Method described in this RFP, in accordance with the SPPRA rules and amended from time to time. The Consultants are therefore advised to carefully go through these statutes to understand nature of their possible relationship with the Procuring Agency and the rules governing this relationship.

Yours sincerely,

INSTRUCTIONS TO CONSULTANTS

DEFINITIONS:

- "Applicable Law " means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- "Client" means Aror University, Sukkur with which these elected Consultant signs the Contract for the Services;
- "Consultant" means any entity including a Joint Venture that will provide the Services to the Client under the Contract;
- "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;
- "Contract Price" means the price to be paid for the performance of the Services;
- "Effective Date" means the date on which this Contract comes in to force
- "GC" means these General Conditions of Contract;
- "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions;
- "Day" means calendar day.
- "Government" means the Government of the Islamic Republic of Pakistan;
- "Local Currency" means the currency of the Islamic Republic of Pakistan;
- "Instructions to Consultants" means the document which provides all information needed to prepare their Proposals;
- "Consortium" means the Consulting Firm comprised of a group of firms/ companies. The Lead Firm shall represent and bind all Consultants of the Consortium in all matters connected with the Project including submission of RFP on behalf of the Consortium;
- "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof;
- "SC" means the Special Conditions of Contract by which the G Care amended or supplemented;
- "Proposal" means a technical proposal or a financial proposal, or both;
- "QCBS" means Quality Cum Cost Based Selection;
- "RFP" means this Request for Proposal;
- "Project" means the work specified in SC for which architectural and engineering consultancy services are desired.
- "Services" means the work to be performed pursuant to the Contract;
- "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;
- HEI's means Higher Education Institutions;

I. Introduction

01 Introduction:

- 1.1** You are hereby invited to submit a technical and a financial proposal for Engineering and Architectural Consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet Draft. Copy of contract is enclosed with the RFP documents.

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

The selection procedure for consultants shall be Quality Cum Cost Based Selection (QCBS) Method as detailed in the Data Sheet. The Assignment shall be implemented in accordance with the work schedule indicated in the Data Sheet, read the Scope of Work and the Advertisement.

The Client (Aror University, Sukkur) has been entrusted the duty to implement the Project as Executing Agency by the Sindh Government and funds have been approved under ADP funded development project titled “ESTABLISHMENT OF AROR UNIVERSITY OF ART, ARCHITECTURE, DESIGN & HERITAGE SUKKUR” for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is being issued.

The “Client” will pre-qualify /short list the consulting firms, in accordance with the method of selection as specified. The eligible Consultants (prequalified/shortlisted): the Financial proposals of technically responsive proposals shall be opened in presence of the applicants of their representative who may wish to attend the opening session; and a combined evolution of technical and financial proposals shall follow and the applicant with the winning proposal will be accepted.

Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to ask for any query, Consultants may liaise with “Client” for gaining better insight into the assignment.

Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The “Client” reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

“Client” “may provide facilities and inputs as required by the bidder/firm We wish to remind you that in order to avoid conflicts of interest:

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 service (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and

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.

- | | | | |
|-----|---------------------------------------|------|---|
| 02 | Conflict of Interest | 2.1 | Consultants are required to provide professional, objective, and impartial advice and holding the “Client’s” interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the “Client”, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract. |
| | | 2.2. | <ul style="list-style-type: none"> i. Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below: ii. A Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency. iii. A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of the “Client” staff who is directly or indirectly involved in any part of iv. Contract may not be awarded unless the conflict stemming from this relationship has been resolved. |
| 03. | Fraud and Corruption | 3.1 | <p>It is the Government’s policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public procurement Rules 2010 which define:</p> <p>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>Under Rule 35 of SPPR2010, “The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such; barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.</p> |
| 04. | Integrity Pact | 4.1. | Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex- A) |
| 05. | Eligible Consultants | 5.1 | If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPP Rules 2010 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible. Short listed consultants emerging from request of expression of interest are eligible. |
| 06. | Eligibility of Sub-Consultants | 6.1. | A shortlisted Consultant would not be allowed to associate with consultants who have failed to qualify the short listing process. |

- 07. Only one Proposal**
- 7.1.** Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub- Consultant, including individual experts, to more than one proposal is not allowed.
- 08. Proposal Validity**
- 8.1.** The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such an extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than one percent and shall not exceed five percent of the bid amount).
- 09. Clarification and Amendment in RFP Documents**
- 9.1.** Consultants may request clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of clarification, it shall do so.
- At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals
- 10. Preparation of Proposals**
- 10.1.**
- 10.1.** In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.
- 10.2.** The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.
- 10.3.** It will consist of two parts - Technical and Financial Proposals. The proposals shall be written in English language.
- a) Technical Proposal:**
- (1)** In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and result in rejection of your proposal.
- (2)** During preparation of the technical proposal, you must give particular attention to the following:

- (3) JV/Consortium of firm can apply only as a same JV/Consortium with a same Lead firm for this RFP.
- (4) Subcontracting part of the Assignment to other consultants is not allowed.
- (5) MIN ten (10) Similar assignments (HEI's / universities only) of building projects each of worth Min. Rs. 300 million to fetch the full marks against the firm's similar experience.
- (6) Min ten (10) general assignments of Government sector (other than HEI's / universities) of building projects each of worth Min. Rs. 300 million will fetch the full marks against the firm's general experience.
- (7) The key professional staff (Design Consultancy) proposed shall be permanent employees of the firm unless otherwise indicated in the Data Sheet.
- (8) Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. No alternative to key professional staff may be proposed, and only one curriculum vita (CV) may be submitted for each position & must be supported with PEC and PCATP registration certificate.
- (9) Client has the right to enquire from the clients mentioned in consultant's proposal regarding the consultant performance. In case of negative response from two or more than two clients, consultant may be declared disqualified & his financial proposal may be returned unopened.

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

From-1 Summary of ten (10) similar assignments (min worth Rs. 300 million each) of HEI's/ Universities only, completed/ ongoing in last ten years (not more than 10 projects), must be supported with completion certificate or performance certificate of client, which must mention the 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.

Mandatory Documents to be attached with Technical proposal are asunder;

1. Valid Certificate of registration of a Firm with PEC and PCATP.
2. Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC/PCATP) if any.
3. Valid National Tax Number.
4. Valid Registration Certificate with Sindh Revenue Board (SRB).
5. Year of establishment supported by certificate from the Registrar of Firms /SECP.
6. Audited Statements of Accounts and Annual Turnover for the last three years.
7. A certificate / affidavit that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.

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

11. Language

11.1

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

- 12. Technical Proposal Format and Content**
- 12.1** While preparing the Technical Proposal, consultants must give particular attention to the following:
1. If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants
 2. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed- budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 3. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 4. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
 5. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.
- 12.2** The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3)
1. A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
 2. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
 3. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
 4. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last
 5. (PA may give number of years as per their requirement) years.
 6. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
 7. A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
 8. Any additional information requested in the Data Sheet.
- 13. Financial Proposals**
- 13.1. I.1. The Technical Proposal shall not include any financial information.**
- i. The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including
 - a. remuneration for staff (in the field and at the Consultants' office), and
 - b. reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or

items.

I.2. Financial Proposal:

- I. The financial proposal should include all the costs associated with the Assignment. Your financial proposal should be prepared using the formats attached as Appendix-II; else, the proposal of applicant firm will be rejected.
- II. The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.
- III. Costs shall be inclusive of all applicable taxes.
- IV. All the prevailing applicable Provincial and Federal Govt. taxes will be deducted from the consultancy Fees. The proposal should be submitted inclusive of all prevailing taxes.

I.3. SUBMISSION OF PROPOSALS:

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 spiral binding not acceptable). Each proposal shall be in a separate envelope indicating original, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE." A damaged / torn financial proposal envelope shall not be entertained and may be considered for disqualification by the consultant selection committee. And same upload on EPAD SPPRA portal.

A soft copy of the proposals in (PDF) format copied on a CD/USB should be enclosed in the envelope marked "Original"

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 indelible ink and shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by the written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initiated by the person or persons signing the proposal.

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.

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.

In case of sudden holiday on bid opening day, bid will be opened on next working day.

14 Taxes

14.1.

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

- | | | |
|---|---------------------|---|
| <p>15. Submission, Receipt, and Opening of Proposals</p> | <p>15.1.</p> | <ul style="list-style-type: none"> i. Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal. ii. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs. iii. The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet shall be placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” And same upload on EPAD SPPRA. iv. The Proposals must be upload on EPAD SPPRA and Fee sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. In order to avoid any delay arising from the postal or PA’s internal despatch workings, Consultants should ensure that proposals Fee to be sent through couriers should reach a day before the deadline for submission. |
| <p>16. Proposal Evaluation</p> | <p>16.1.</p> | <p>From the time the Proposals are opened to the time the Contract is awarded; the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal.</p> <p>Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> |
| <p>17. Evaluation of Technical Proposals</p> | <p>17.1.</p> | <p>The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.</p> |

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

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

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

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

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

Parameters of Financial Evaluation Technical Bid:

Technical Bid Score: Minimum 80% weightage. & Financial 20% weightage.

After the technical evaluation is completed, the “Client” shall notify in writing to the Consultants that have secured the minimum qualifying marks, allowing a reasonable time, for the Financial Proposals.

The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

The consultants may be called for demonstration/presentation.

18. Evaluation of Financial Proposals

18.1.

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

II. Financial Proposal Evaluation Criteria:

For Quality cum Cost Based Selection (QCBS)

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

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

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

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

F (F = amount of specific financial proposal)

- iii. Proposals, in the Quality Cum Cost - Based Selection shall finally be ranked according to their combined technical I(St) and financial (Sf) scores using the weights (T= the weight given to the technical proposal, P = the weight given to the financial proposal; and T+P=1) indicated in the Data Sheet:

$$S = S_t \times T \% + S_f \times P \%$$

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

- | | | |
|---|--------------|--|
| 19. Negotiations | 19.1. | Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract. |
| 20. Technical negotiations | 20.1. | Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement. |
| 21. Financial negotiations | 21.1 | If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP. |
| 22. Availability of Professional staff/experts | 22.1. | Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within |

- 23. Award of Contract**
- 23.1.** After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- After publishing of award of contract consultant required to submit a performance security at the rate indicated in data sheet.
- The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet
- 24. Confidentiality**
- 24.1.** Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.
- 25. Duties of the Consultants TORs:**
- 25.1.** The Consultants shall perform their duties in the following phases:
- a) **Investigation Phase:**
To carry out engineering, social and environmental investigations and studies of the site, prepare data and analysis to ascertain the final requirement for the planning and design of the schemes, needed for the best construction.
 - To prepare feasibility report and general layout plan of the schemes, with short and long term maintenance, with stipulated cost.
 - b) **Planning Phase:**
The Consultants shall prepare Schemes, General plans of the works, at least three proposals with probable construction cost and allied details.
 - c) **Schematic Design Phase:**
Prepare from the approved General plans, Schematic Design along with statement of probable construction cost and submit to “Client”
 - d) **Design Development Phase:**
Prepare from the approved Schematic Design, the final Design and development Documents, consisting of working drawings including plans, elevations and such other drawings, outline specifications to fix and illustrate entire building in its essentials as to kind of materials, type of structure, mechanical and electrical systems and such other works as may be required to the “Client” for his approval. The working drawing shall comprise the following, detailed drawings of the building.
 - e) **Architectural Drawings (Internal and External), Structural Design, Drawings and Calculations for record and check.**
Drawings related to, Internal and External water supply, Sanitation and drainage Internal and External electrification, gas installation and intercommunication system, Furniture and fixture and other services. Air-Conditioning System, Landscaping and interior decoration.
 - f) **Construction Documents Phase:**
The Consultants Shall prepare from the approved design, and developments documents, specifications setting forth details and prescribing the works to be done and the materials

,workmanship, finishing and equipment required for the Architectural, Structural, Mechanical, Plumbing and Electrical services and submit copy to the “Client” for his approval.

- g) **The Consultants shall prepare the following documents:** a. Description of the work. General rates, Terms and conditions of the contract for the approval of the “Client”. b. Tender of the works including estimates of the quantities, based on the composite schedule of the rates issued by “Standing rates Committee”, Government of Sindh or on the current market rated, Non-scheduled items to be supported by detailed Rate analysis. Any other documents, necessary for the proper implementation and construction of the building.

h) **Construction Phase:**

The Consultants Shall: a. Advise on the preparation of any contract relating to accept tender for carrying out the work. Prepare all complete tender documents and any further designed drawing necessary for the information of the contractor to enable them to carry out the works. The Consultants shall assist in setting disputes or difference which may arise between the “Client” and Contractor. Prepare and submit to the “Client”, five copies and computer CD of complete drawing showing all details, according to the scale on completion of the project, for necessary operation and maintenance. Suggest the replacement of any work damaged during construction through fire and other causes. The Consultants undertake Top Supervision of various Stages of works, as under:

Checking layout of the foundation of the building with reference to the detailed designs in relation to the bench mark, base line and their depth etc.

Checking the layout of all infrastructures and re-adjusting the layout and/or the design if such readjustment proved necessary according to the requirement.

Checking that the contractor executing the construction work in accordance with the final approved working drawings, tender documents and specifications. Suggest substitution of materials, whenever any material is not available. Preparing and issuing new detailed drawings whenever it is deemed necessary to make the adjustments in the construction.

The “Client” may require the Consultants at any stage to modify or make variations in any plans, and Consultants shall make any modifications or variations in any plan, studies, drawings, specifications and other documents after the same have been approved by the “Client”. The Consultants shall be paid no extra charges on any modification in the drawing, design, any specification, etc.

The consultancy charges would be in terms of percentage of total cost of any work assigned to the consultants.

The final cost of works shall be determined after acceptance of the contract price by the “Client”. In the event that change occurs with the approval of the “Client” (upward or downwards) in the contract price, then the cost of the works will be adjusted accordingly. The adjusted completion price shall be stand as the final cost of completed building and the Consultants fees shall be finalized accordingly.

- 26. Mode of Payment** **26.1.** Mode of payment shall be set after finalization of selection process
- 27. Supervision of Construction Phase** **27.1.** If desire by the “Client”, as schedule and whenever Consultants principals, their Senior Engineering Staff have to visit the project Site and /or are called for a meeting for supervision of work, the following expenses shall be reimbursed by the “Client”:
- Documents to be supplied by the Consultants: In addition to the copies of the documents to be supplied by the Consultants to the “Client” for Approval, the Consultants shall provide the following documents as approved by the “Client”.
- A set of five copies of each drawing to be provided free of cost.
- Five sets of tender and contract documents and reports prepared by Consultants for the work to be provided free of cost.
- 28. Care and Diligence:** **28.1.** The Consultants affirm and guarantee that they are skilled and fully qualified, and that they shall make use of all such skills and qualification in the best professional standards and skills.
- The Consultants shall be fully responsible for the correctness and suitability of their design and the safety of the structure and services built according to their design and specifications. The approval of the design by the “Client” shall not absolve the Consultants or their associates of their responsibilities under this article.
- If the “Client” suffers any losses due to proven faults, errors, delay or omissions in design on the part of Consultants or any of their associates up to the satisfaction of the project, Consultants shall be liable to make good all such losses.
- 28. Timetable** **28.1.** The estimated timetable for the bidding process is as follows

Activity	Target Date
Issuance of RFP	March 28, 2025 to
	April 23, 2025
Clarifications / Comments Request Deadline	Till Issuance of RFP
Response to Questions Document Issuance	Till Issuance of RFP
Submission Deadline	April 23, 2025
	12:30 PM
Technical Bid Opening	April 23, 2025
	01:00 PM
Financial Bid Opening of Technical Qualified Firms	TBD

- 29. DOCUMENTS:** **29.1.** 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 electronic mail or tele-fax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by electronic mail or tele-fax to such requests and copies of the response shall be sent to all invited Consultants.

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 mail, electronic mail or telefax to all invited Consulting firms and they will have binding on them. The Client may at its discretion next end the deadline for the submission of proposals.

To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet, which is mandatory.

DATA SHEET

Section	Description	Details
1.1	The Name of Assignment is:	Establishment of Aror University of Art, Architecture, design & Heritage Sukkur
1.2	The Name of Client is:	Aror University of Art, Architecture, design & Heritage Sukkur
1.3	Method of selection:	Quality and Cost Based Selection (QCBS). Under this Method of Selection, the evaluation of the technical and financial proposals will be done by weighting and adding the quality and cost scores in the ratio of 80:20 (80% for Technical Proposal and 20% for Financial Proposal).
1.4	The Description and the objectives the assignment are:	HIRING OF ARCHITECTURAL / ENGINEERING CONSULTANCY SERVICES FOR THE CONSTRUCTION OF SPORTS COMPLEX & GYMNASIUM AND RELATED ALLIED WORKS
1.5	Pre-Proposal Conference:	N/A
1.6	The Client shall provide the following inputs:	The Documents are: LOI, Data Sheet, Technical & Financial Proposal forms, TOR/Background information, Draft Form of Contract, Sample formats/ Appendices etc.
1.8	Building Estimated Covered Area:	Sports Complex (Approx: 10 Acres) & Gymnasium (14,853 SFT)
1.9	Bid Security Amount:	2% of the Bid Amount
1.10	Location:	Sukkur, Sindh
1.11	The address for seeking clarification is:	Project Director, Aror University, Sukkur
1.12	The number of copies of the Proposal required is:	One original and two copies. The proposal shall be in book binding form, properly page numbered (Loose, Ring and spiral binding not acceptable). And submit through EPAD
1.13	The date and time of proposal submission are:	April 23, 2025 by 12:30 P.M
1.14	Validity period of the proposal is (days, date):	90 Days
1.15	The location for submission of proposals is:	Project Director, Aror University, Sukkur
1.16	Estimated Assignment Commencement Date:	After completion of Successful Selection of Consulting Firm.
1.17	The weights given to the Technical and Financial Proposals are:-	Technical: 80, Financial: 20
1.18	Mode of Payment to Consultant:	Mentioned in the Draft contract documents will be finalized at the time of award of contract
1.19	The Government taxes	The Government taxes will be deducted from the Consultant as per rules. The successful bidder will furnish a performance guarantee up to 10% of the contract amount.
1.20	Return of RFP	Consultant will return the endorsed RFP (each page must be signed) along with the proposal.
1.21	Taxes	The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

1.22	Cost Including	The following items of direct costs to be included by the Consultants in their fee:i. cost of necessary travel, including transportation of the personnel by the most appropriate means of transport and the most direct practicable route.ii. cost of office accommodation, cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of the Services;iii. cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;iv. cost of printing and dispatching of the reports to be produced for the Services;v. other allowances where applicable and provisional or fixed sums (if any);vi. cost of such further items required for purposes of the Services not covered in the foregoing.
1.23	Successful consultant	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee @ 5% of the Contract amount.

PROPOSAL EVALUATION:

A two-envelope procedure shall be adopted in ranking of proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical / financial score, as indicated below:

TECHNICAL PROPOSAL

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

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

S. No	Components	Weight-age
01.	Experience on Similar Projects	35
02.	Experience on General Projects	25
03.	Quality of Staff	10
04.	Approach & Methodology	20
05.	Financial Capability	10
	Total	100

Technical Proposal Evaluation Criteria:**Experience on Similar & General Projects****60Marks*****Similar Projects (Ongoing/Completed)******35 Marks***

10 Academic/Educational buildings ongoing/completed during last 10 years(Development works in HEIs / Universities only). The project cost must be equal or more than Rs. 300 million to get the points. The projects which are not academic / educational buildings and / or less than Rs.300 million will not be considered for points in this category.

S. No	Number of Projects	Weight-age
01.	Min: 2	25%
02.	3-5	60%
03.	6-7	85%
04.	8-9	95%
05.	10	100%

General Projects (Ongoing/Completed)***25Marks***

Ten (10) General completed / ongoing projects of buildings in Government Sector, other than HEIs / Universities completed during last 10 years. The project cost must be more than Rs.300 million to get the points.

S. No	Number of Projects	Weight-age
01.	Min: 2	25%
02.	3-5	60%
03.	6-7	85%
04.	8-9	95%
05.	10	100%

Evaluation of Quality of Staff:***10 Marks***

Design Consultancy:

Senior Architect / Team Leader:**3Points**

Senior Architect - Qualified M. Arch or B. Arch, member of PCATP in good standing. Having 20 years or above of total experience for B. Arch and 15 years or above total experience for M. Arch of working on similar building projects of which 5 years must be as a team leader.

Having 05 years or above of experience of working with existing firm on similar building projects of which 03 years must be as a team leader.

Senior Structural Engineer:**3Points**

Senior Structure Engr. – Qualified master's degree in Structure Engineering

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).

Having 05 years or above of experience of working with existing firm on similar building projects of which 03 years must be as a team leader.

Architect:**2Points**

Junior Architect - Qualified B. Arch, member of PCATP 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.

Electrical & Public Health Engineer (02Nos.):**2Point**

MEP Engineer - Qualified B.Sc. (Electrical & Mechanical) member of PEC in good standing, 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.

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

Sr.	Description	Marks
A	Education of Qualification	25%
B	Relevant Background	50%
c.	Time with Firm	25%

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

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

Average annual consultancy turnover for last three (03) years above Rs. 100 million will fetch full hundred percent point. Other applicant will be assessed as per following.

Attach documentary proof of audited financial statements from chartered accountant of last three years.

Average Annual Turnover for last Three (03) Years In PKR

Above Rs. 100.1 million

Full Points / 10 Points

From Rs. 90.1 to Rs. 100 million

9 points

From Rs. 70.1 to Rs. 90 million

7 points

From Rs. 50.1 to Rs. 70.0 million to

5 points

Up to Rs. 50.0 million

2 points

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

Proposed Methodology and Conceptual Design Presentation	20Marks
Work/Schedule plan	02Points
Submit work/ schedule plan from design till completion of projects.	
Organogram proposed for the project	01Points
Submit organogram plan/chart for the project team & their responsibilities/ methodology.	
Quality Control and Project Management Policy	2Points
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.	
Presentation by the participated firm	15Points
Provide detailed Presentation in USB Format	

TOTAL POINTS FOR THE ABOVE CRITERIA: 100 POINTS

The minimum technical score (St) required to pass is: 70 Points

The weights given to the Technical and Financial Proposals are: TP = **80%** and FP = **20%**

Expected date and address for contract negotiations: **As notified after Evaluation of Proposals**

Expected date for commencement of consulting services: **after agreement**

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

Enclosures:

1. Sample Forms for:-
2. Technical Proposal
3. Financial Proposal
4. Terms of Reference
5. Contract for Architectural / Engineering Consultancy Services

APPENDIX-I

TECHNICAL PROPOSAL FORMS

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

(Location, Date)

To,

**Project Director
Aror University, Sukkur**

Dear Sir:

We, the undersigned, offer to provide consulting services for Hiring of Engineering Consultancy firm for Detailed Engineering Design, Drawings, Preparation of Construction Stage Tenders and Top Level Supervision for Master planning, Civil Work (Planning, Drawing, Designing, Estimation, Preparation of BOQ/ Specification etc.), Electrical Work (External & Internal), Plumbing Work, Drainage/Sewerage/Water system, sound system, lighting system, Landscaping and external development work, Interior decoration and design, Communication system, Roads and path/walkways, Furniture & Fixtures, HVAC Work, Installation of IT Equipment's in accordance with your Request for Proposal, and our Proposal. We are hereby submitting our Proposal which includes this technical proposal, and a financial proposal sealed under a separate envelope.

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

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

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

Yours Sincerely

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: __.

Name of Firm: _____

Address:

CONSULTANT'S ORGANIZATION

Two page brief on Consultant Organization

CONSULTANT'S EXPERIENCE

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

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

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

Consultant Name

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

On the Terms of Reference (TOR):-

- 1: _____
- 2: _____
- 3: _____
- 4: _____
- 5: _____
- etc.

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

- 1: _____
- 2: _____
- 3: _____
- 4: _____
- 5: _____

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

TEAM COMPOSITION & TASKS ASSIGNMENTS

Technical / Managerial Staff			
Sr No	Name	Position	Task/Assignment

FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF

1. Proposed Position: _____
2. Name of Firm: _____
3. Name of Staff: _____
4. Profession: _____
5. Date of Birth: _____
6. Years with Firm: _____
7. Nationality: _____
8. Membership in Profession Societies:
(Membership of PEC is Mandatory) _____
9. Detailed Tasks Assigned on the Project: _____

10. Key Qualifications:
(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and location. Use up to one page).
11. Education:
(Summarize college / University and other specialized education of staff member giving names of institutions, dates attended and degrees obtained).
12. Employment Record:
(Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate).
13. Language:
(Indicate proficiency in speaking, reading and writing of each language as excellent good, fair or poor).
14. Certification:
I, the undersigned, certify that to the best of my knowledge and belief that these bio-data correctly describe myself, my qualifications and my experience. I understand that any willful misstatement described herein may lead to any disqualification dismissal, if engaged.

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

Signature of Staff Member

Authorized official from the firm

Date

Day/ Month / Year

STAFFING SCHEDULE

Sr No	Item of Work/Activity	Monthly Programme From Date of Assignment (in the form of Bar Chart)																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18 to 24

WORK SCHEDULE
WORK PLAN / ACTIVITY SCHEDULE

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

Summary of Similar Projects (HEI's / Universities)

A maximum of 10 projects of worth Rs.300 million each, ongoing / completed in the last ten (10) years

SN	Name of the Project	Location Province/ Country	Client & Contact No.	Project Cost (M. Rs.)	Project Duration (Mention start and end dates)	Handled as: Single Firm/: S Lead Firm /: L Joint Venture: J Partner	Total Cost of Services (M. Rs.)	Cost of services Provided by the Firm (in case of JV)	Scope of Services Feasibility: F Survey & Invest.: S Quality Control QC Project Monitoring PQ Design, Procurement, Construction Super	Additional Information (if any)
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

Completion certificates of completed and performance certificate of ongoing project be provided duly signed by the authorized person of the clients. Aror University, Sukkur has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weight age/credit shall be given for that assignment. In case of negative feedback from 2 or more clients, may to disqualify the consulting firm/JV.

DETAIL OF FIRM'S REFERENCE

Relevant experience of HEI's/ Univ. only in similar projects of worth Rs.300 million each carried out in the last ten (10) years which best illustrate specific qualifications

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

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

Signatures of Authorized Representative _____

I-Form-4

Detail of firm's experience with general building projects of worth Rs.300 million each carried out

in the last ten (10) years which best illustrate specific qualifications

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

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

Signatures of Authorized Representative

CONSULTANTS WRITTEN MATERIAL ON UNDERSTANDING OF THE OBJECTIVES OF
THE ASSIGNMENT,

APPROACH AND METHODOLOGY PROPOSED FOR PERFORMING THE ASSIGNMENT
FOR: -

Detailed Design of Buildings

Documentation (Bidding Documents)

[Conceptual Design of buildings, Master plan layout, Technical approach, and methodology and work plan are key components of the Technical Proposal. Consultants are suggested to present the Technical Proposal divided into the following chapters]

Technical Approach & Methodology

Conceptual Design / Work Plan, and

Organization and Staffing

Technical Approach and Methodology

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

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

Conceptual Design / Work Plan

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

Organization and Staffing

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

Summary of Proposed key Professionals

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

Section 4

Format for Financial Proposal

FINANCIAL PROPOSAL SUBMISSION FORM

(Place and Date)

Project Director
Aror University, Sukkur

Subject: **HIRING OF ARCHITECTURAL / ENGINEERING CONSULTANCY SERVICES FOR THE CONSTRUCTION OF SPORTS COMPLEX & GYMNASIUM AND RELATED ALLIED WORKS**

Financial Proposal

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 figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference of the Data Sheet. Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below² :

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

We understand you are not bound to accept any Proposal you receive. We remain, Yours sincerely,

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

_____ Name of Firm: Address: _____

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

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

FINANCIAL PROPOSAL FORM

S. No	Description	Unit		QTY	Quoted Unit Rate	Quoted Amount
1	Sub soil investigation of the building site mentioned in TORs. The investigation shall be done from a reputed sub soil investigation firm. Note: (Number and the depth of boreholes to be determined by the consultant according to best engineering practice)	Boreholes/locations to be determined by the consultant)		One Job		
2	Design, Development Estimation preparing of BOQs of Civil Electrical, Plumbing, Drainage, External Development, HVAC, Sound System, Lighting system of Gymnasium work i/c all other related as per requirements of Gymnasium as per international standard.	Per Sft	As Per PC_I Provision Rs. 78.514 million	14853.00		
	Design Development of Civil, Electrical, Plumbing, HVAC, lighting system, Sound System, drainage, External Development of Sports Complex spread are about (Approx: 10 Acres) as per International Standard for the construction of Cricket, Football, Vally Ball, Walking Track, service pool office, audience shed, Pavilion lighting arrangement as per international standards, & road works, Footpath, Parking, etc.	Lum Sum	As Per PC_I Provision Rs. 189.577 million	Approx: 10 Acres		
3	Top level supervision of the work mentioned in all the visits include whenever required by the University.	Per visit				
Total						

(Note: Consultant must quote their bid including all applicable government taxes)

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:

Stamp/Seal:

(Note: Consultant must quote their bid including all applicable government taxes)

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 Computerized 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 Aror University, Sukkur or its authorized nominee the EOI and all other documents and instruments required to submit EOI for Consultancy service for feasibility studies, Surveys & Investigation preparation of tender design, tender documents, Detail Design and construction supervision.;

execute all such deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and do and carry out all other actions as may be required by Aror University, Sukkur in connection with the Consultancy service feasibility studies, Surveys & Investigation, preparation of tender design, tender documents, detail design and construction supervision ; to immediately notify Aror University, Sukkur in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.

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

WITNESSES: [INSERT NAME OF GUARANTOR]

For:

By Its: NOTARY PUBLIC:

APPENDIX-II

TERMS OF REFERENCE (TOR) FOR CONSULTANT

TERMS OF REFERENCE (TOR) FOR CONSULTANT

“Hiring of Engineering Consultancy firm for Detailed Engineering Design, Drawings, Preparation of Construction Stage Tenders and Top Level Supervision for the Sports Complex & Gymnasium Civil Work (Planning, Drawing, Designing, Estimation, Preparation of BOQ/ Specification etc.), Electrical Work (External & Internal), Flood Lights, Plumbing Work, Drainage/Sewerage/Water system, Sound System, Landscaping and external development work, Interior decoration and design, Communication system, Roads and path/walkways, Furniture & Fixtures, HVAC Work, Installation of IT Equipment’s” as per international standards.

1. Introduction:

Aror University of Art, Architecture, Design & Heritage, Sukkur, under the ADP funded project namely “Establishment of Aror University of Art, Architecture, Design & Heritage, Sukkur” intends to procure Engineering Consultancy firm for Detailed Engineering Design, Drawings, Preparation of Construction Stage Tenders and Top-Level Supervision of Sports Complex & Gymnasium Works & Related Facilities of the project. The estimated covered area of Sports Complex (Approx: 10 Acres and Gymnasium (14853 sft).

2. Scope of Work / ToRs:

The following requirements define the scope of work and technical details of this tender:

Detailed Architectural/Engineering design of the Sports Complex (Approx: 10 Acres and Gymnasium (14853 sft) covered area with internal & external services (Electrical, Flood lights, Water Supply, Sewerage System, Telephone/Data Network, Sound system Fire Alarm System, Walkways, Road, etc.).

- Preparation of Tender/Construction Drawings, Engineer Estimates, Bill of Quantities (BoQs) and Tender/Bid Documents for the above works.
- Assist the client in the selection of the contractors / Procurements.
- Assist the client in Bids/Tenders evaluation and award of contracts.
- Top level Construction Supervision

3. Design Phase

a. Survey & Investigation:

- To conduct topographic Survey and demarcation of site.
- Geotechnical investigation of sites including field or laboratory tests,(if applicable)
- Certify Contractor’s bill for sub-soil investigation and laboratory tests in accordance with the provisions of the Contract between the Client and the Contractor.
- Submit sub-soil investigation report giving details about bore logs, test pits, test results and recommendations regarding safe bearing capacities for foundations and design parameters for other works.
- Preserve sub soil log and display the same on the appropriate scale on a permanent basis.
- Investigations for tube well up to 650 ft depth specifically shall be carried out with the help of electric resistivity meter (erm). However, for the purpose of the tube well design beside erm data, information is based on the data

collected from the nearby sites and in accordance with the best engineering practices.

- Observance of By-laws of local authorities, building and fire, etc., if applicable

4. Preliminary Design

- Collection of project requirements and scope of work from the Client/User Department.
- Evaluating the Client's requirement analytically and technically while designing and planning various components of the Project.
- Preparation of site plan, describing and illustrating preliminary architectural design / outline proposal i/c 3D views of proposed Sport Complex & Gymnasium.
- Evaluating feedback of the Client for further improvements in the design
- Making presentations at various stages of Designing as per requirement of the Client.

5. Detailed Engineering Design

- Preparation of structural design of the Sport Complex & Gymnasium & allied structures of approved architectural drawings as per established Sport Complex & Gymnasium codes, incorporating electrical, mechanical and other internal and external services Telephone, water supply, sewerage, drainage, firefighting and fire alarm system, landscaping, roads, paths, streetlights, cross drainage and sewerage disposal work, storm water drainage system, security systems etc.
- Preparation of design and drawings of ground water reservoirs, overhead water tanks, and allied structures, if required.
- Preparation & submission of draft and final detailed working / construction drawings of each and every component of building & external services in soft and hard form.
- Preparation modified drawings at any stage of execution without additional charges if required by the Client.
- Preparation of detailed cost estimate for grant of Technical Sanction estimate.
- Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copies.
- Preparation of complete tender documents comprising of BOQ, tender drawings, specifications.
- Preparation and submission of work plans is based on MS Project or primavera.

6. Bidding Documents and Award of contract

- Preparation of detailed tender documents including construction drawings, interior and furnishing works, Specifications, Bill of Quantities and cost estimates based on market prices.
- Preparation of detailed construction drawings and providing at least 10 copies of the final sets of such drawings to the Client.
- Provide assistance to the Client in pre-qualification/selection of contractor (s) and arrange relevant services leading to the award of Contract.

7. Top Level Construction Supervision:

- The top-level construction supervision shall include planning, guidance, programming, periodic inspection / monitoring of construction activities and contractor's performance. Implementation of work plans and drawings as per design and specifications.
- 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.

8. Post Completion Stage:

- The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.
- Processing and recommendation of contractor's security after successful completion of defect liability period.

9. Reporting Requirements/ Schedule of activities, if required.

- The consultant shall be required to complete the assignment as per the following schedule

No.	Description	Time Frame
Stage-I	Preparation of bidding document, detailed layout plan and structural design	Four weeks
Stage-II	Approval of layout plan and structural design and Preparation of TORs for contractor and award of contract	Four weeks after completion of stage-I
Stage-III	Execution and detailed supervision of work	During whole of the construction work

10. Professional Liability

- If the client suffers any losses or damages as a result of proven fault, error or omission in the design/ execution of the project, the consultant shall be responsible to make good such loss or damages in accordance with provisions mentioned in consultant selection guidelines issued by the P&D Department in 2006.

11. Mode of Payment

- The payment will be finalized at the time of award of the contract
- The payment to the Consultant shall be made in proportion to the work done at site (at least 10% of new work) and paid to the contractor. Such payments shall be made until 90% of the payable amount has been disbursed. The remaining 10% shall be released at the time of completion of stage IV. 08% of cash running payments shall be withheld by the Client as a security deposit.
- The amount shall be released after expiry of the maintenance period of the contract.

12. Expected outputs and benefits

- The Consultant's work is expected to result in safe and economical design for all items of the work keeping in view the latest building codes/standards and the requirements of the respective building control authorities and the Client.
- The 'Consultants' shall: - Prepare description of works and general rules for guidance of contractor for approval of the 'Employer'.
- The 'Consultants' should also advise the Employer on conditions of Contract, specifications and the schedule of finishes prepared by the main Consultants appointed for Planning & Designing of the work.
- The 'Consultants' shall: - Scrutinize tenders, prepare recommendations and submit a report to the 'Employer' if so, required by the 'Employer'.
- Advice on the preparation of any contract relating to accepted tenders for carrying out the work/ Project.
- Issue necessary instructions to the contractors to enable them to prepare their drawings and details for check and approval by the 'Consultants'.
- Assist in settling disputes or differences which may arise between the 'Employer' a contractor.
- Deliver to the 'Employer' completion drawings for permanent record in triplicate and such records as are necessary for the preparation and maintenance of the works / Project.
- Inspect the works prior to the expiration of the guarantees provided in the construction contract with the authorized representative of the 'Employer' and point out any defects in noticed for rectification by the contractors.

The 'Consultants' shall:- (Supervision if required)

- Undertake full supervision of the various stages of construction of the works. The supervision to be undertaken by the Consultants in particular shall include: -
- Checking of correct marking on the ground of the designed buildings, in relation to Benchmark and base line.
- Re-adjusting the layouts and / or designs if such re-adjustment are found necessary.
- Fix up criteria for testing and supervising contractors testing structural and other materials before starting work so that these tests and materials correspond with the design and ask the contractor to make necessary charges in any of the tests or the materials if required.
- Supervising during constructions, selection and use of building materials in accordance with the specifications.
- Ensuring that the contractors carry out the construction work in accordance with the final drawings, the specifications and the agreement.
- Suggesting substituted materials, wherever any material is not available and working out the cost of such materials together with the credit to be allowed in favor of either the 'Employer' or the contractors and the adjustments in design, if necessary due to such substitutions. This shall be subject to prior approval of the 'Employer'.
- Amending existing drawings and / or issuing new detailed drawings whenever it is deemed necessary to make adjustments in the construction.
- Holding meetings with the 'Employer' and contractors as and when required.
- Advise the 'Employer' to suspend the work in case the same is not being carried out as per specifications and contract.
- Supervising the replacement of any work damaged during the construction through fire or other causes.
- Arranging for any of the works whether in the process of construction or not, to be proceeded at the risk and cost of the contractors if the later fails to proceed with the construction due to either an act of diligence on their

part or state of insolvency.

- Determining at appropriate time, the period of delays, extension of time required and the penalties to be imposed and taking of all precautionary measures towards completing the proposed construction according to the time schedule.

13. Deliverables by the Consultant:

- Detailed Design
 - Inception Report 5-Copies
- Monthly Progress Report 5-Copies
- Draft Detailed Design Report 5-Copies
- Tender Documents, Drawings and Specification 5-Copies
- Detailed Cost Estimate 5-Copies

14. Construction Supervision

- Periodic Progress Report 3-Copies.
- Construction Drawings 3-Copies
- Project Completion Report. 5-Copies.
- As built drawings 5-Copies.

PRELIMINARY / TENTATIVE AREA DETAILS

Annexure-E

DETAIL OF CIVIL WORK

“Hiring of Engineering Consultancy firm for Detailed Engineering Design, Drawings, Preparation of Construction Stage Tenders and Top Level Supervision for the Sports Complex & Gymnasium Civil Work (Planning, Drawing, Designing, Estimation, Preparation of BOQ/ Specification etc.), Electrical Work (External & Internal), Flood Lights, Plumbing Work, Drainage/Sewerage/Water system, Sound System, Landscaping and external development work, Interior decoration and design, Communication system, Roads and path/walkways, Furniture & Fixtures, HVAC Work, Installation of IT Equipment’s” as per international standards.

S. No	Description	Unit Area (SFT)	Quantity	Covered Area (SFT)
01.				

PROPOSED CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

(As per PEC standard contract document for engineering consultancy service)

Section 6

Standard Contract Agreement For Consultancy Services

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

between

(NAME OF THE CLIENT)

and

(NAME OF THE CONSULTANTS)

for

Month and Year

TABLE OF CONTENTS

	Page No.	FOR
M OF CONTRACT	61-61	
II. GENERAL CONDITIONS OF CONTRACT	62	
1. GENERAL PROVISIONS	62	
1.1	Definitions	62
1.2	Law Governing the Contract	63
1.3	Language	63
1.4	Notices	63
1.5	Location	63
1.6	Authorized Representatives	63
1.7	Taxes and Duties	63
1.8	Leader of Joint Venture	64
2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT	64	
2.1	Effectiveness of Contract	64
2.2	Termination of Contract for Failure to Become Effective	64
2.3	Commencement of Services	64
2.4	Expiration of Contract	64
2.5	Modification	65
2.6	Extension of Time for Completion	65
2.7	Force Majeure	65
2.7.1	Definition	65
2.7.2	No Breach of Contract	65
2.7.3	Extension of Time	66
2.7.4	Payments	66
2.8	Suspension of Payments by the Client	66
2.9	Termination	66
2.9.1	By the Client	66
2.9.2	By the Consultants	67
2.9.3	Cessation of Services	68
2.9.4	Payment upon Termination	68
2.9.5	Disputes about Events of Termination	68
3. OBLIGATIONS OF THE CONSULTANTS	68	
3.1	General	68
3.2	Consultants Not to Benefit from Commissions, Discounts, etc.	69
3.3	Confidentiality	69
3.4	Liability of the Consultants	69
3.5	Other Insurance to be Taken out by the Consultants	70
3.6	Consultants' Actions Requiring Client's Prior Approval	70
3.7	Reporting Obligations	70
3.8	Documents Prepared by the Consultants to be the Property of the Client	70
3.9	Equipment and Materials Furnished by the Client	70
3.10	Accounting, Inspection and Auditing	71

4.	CONSULTANTS' PERSONNEL AND SUBCONSULTANTS	71
4.1	Description of Personnel	71
4.2	Removal and/or Replacement of Personnel	71
5.	OBLIGATIONS OF THE CLIENT	72
5.1	Assistance, Coordination and Approvals	72
5.1.1	Assistance	72
5.1.2	Co-ordination	72
5.1.3	Approvals	72
5.2	Access to Land	72
5.3	Change in the Applicable Law	72
5.4	Services and Facilities	73
5.5	Payments	73
6.	PAYMENTS TO THE CONSULTANTS	73
6.1	Lump Sum Remuneration	73
6.2	Contract Price	73
6.3	Terms and Conditions of Payment	74
6.4	Period of Payment	74
6.5	Delayed Payments	74
6.6	Additional Services	74
6.7	Consultants' Entitlement to Suspend Services	75
7.	SETTLEMENT OF DISPUTES	75
7.1	Amicable Settlement	75
7.2	Dispute Settlement	75
8.	INTEGRITY PACT	75

III.	SPECIAL CONDITIONS OF CONTRACT	77
	[Details to be finalized by the users]	
IV	APPENDICES	
	Appendix A-Description of the Services	84
	Appendix B-Reporting Requirements	85
	Appendix C-Key Personnel and Sub consultants	86
	Appendix D-Breakdown of Contract Price in Foreign Currency	87
	Appendix E-Breakdown of Contract Price in Local Currency	88
	Appendix F-Services and Facilities to be Provided by the Client	89
	Appendix G-Integrity Pact	90
	Appendix H – Form of Bank Guarantee for Advance Payment	91

Law Governing Contract

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

Language

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

Notices

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

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

Location

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

Authority of Member in Charge

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

Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under

this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.

Taxes and Duties

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

Fraud and Corruption

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date

Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a

default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

No Breach of Contract

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

Extension of Time

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

Payments

The firm should submit stamp duty as per Government Rule before execution of work.

Retention money to be deducted from each bill is typically 8% of the gross bill amount. This retention money acts as a performance guarantee and is usually released after the completion of the project and the expiry of the defect liability or maintenance period, subject to satisfactory performance.

Release of Retention Money:

- 50% may be released upon successful issuance completion certificate.
- The remaining 50% is released after the liability period, provided or outstanding issues remain

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

Termination

By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

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

By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2: (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault. (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue. (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days. (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof

Payment upon Termination

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

Standard of Performance

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

Conflict of Interests

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

Consultants not to Benefit from Commissions, Discounts, etc.

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

Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any

Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project

3.2.3 Prohibition of Conflicting Activities

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

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring PA's Prior Approval

The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions: (a) entering into a subcontract for the performance of any part of the Services, (b) appointing such members of the Personnel not listed by name in Appendix C, and (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

(a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the PA

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof. (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

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

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

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- (a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications an experience acceptable to the PA. (b) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

Assistance and Exemptions

The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

Change in the Applicable Law Related to Taxes and Duties

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

Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

Security

The consultant has to submit bid security and the performance security at the rate mention in SC.

Lump-Sum Payment

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

Contract Price

The price payable in Pak Rupees/foreign currency/ is set forth in the SC.

Payment for Additional Services

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

Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

Additional Services

If the scope or duration of the Services is increased:

- i. The Consultants shall inform the Client of circumstances and probable effects;
- ii. the increase shall be regarded as Additional Services; and
- iii. the Client shall extend the time for Completion of the Services accordingly.

7. GOOD FAITH**Good Faith**

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

8. SETTLEMENT OF DISPUTES

Amicable Settlement

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

Dispute Resolution

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

Performance Security

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

b. SPECIAL CONDITIONS OF CONTRACT

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

1.1. Definitions

(p) "Project" means “

Authorized Representatives.

Specified Officials are:

For the Client:

Project Director

Aror University of Art, Architecture, Design, and Heritage
RCW Rohri Bypass, Sukkur, Sindh
Tel: +92 71 5651900-901
pd@aror.edu.pk

For the Consultants:

Name of Project Manager/ Team Leader
(Project)
(Address)

1.2. Taxes

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

1.3.Effectiveness of Contract

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

1.4.Commencement of Services

The Consultants shall commence the Services within seven (7) days after the date of effectiveness of Contract.

1.5. Expiration of Contract.

The period of expiration/completion of services under this Contract shall be four (4) months from the receipt of "Letter to Commencement" by the Consultants from the Client.

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

1.6.Other Insurances to be taken out by the Consultants

The risk and the coverage under this Clause shall be as follows:

- 1.6.1. Third party liability insurance in respect of motor vehicles operated carrying

out of the Services by the Consultants or their Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per applicable laws.

Third Party liability insurance, with a minimum coverage as per Applicable Laws;

- 1.6.2. Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well, as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate ; and

- 1.6.3. Insurance against loss or damage to (i) equipment purchased in whole or in part with funds provided under this Contract; (ii) the Consultants' property used in the performance of the Services; and (iii) any documents prepared by the Consultants in the performance of the Services.

1.7. Consultants Action Requiring Client's Prior Approval

- (a) The Consultants shall also clear with the Client, before commitment on any proposed action regarding the following.
 - i) Issuing Variation Order in respect of:
 - A. Additional items of work as determined to be necessary for the execution of the project.
 - B. Any new item of the work not envisaged in the Contract and which is determined to be necessary for the execution of the project.
 - ii) Claims from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
 - iii) Any nominated sub-contracts
 - iv) Any action under terms of Performance Guarantee or Insurance Policy.
 - v) Any Action affecting the costs under the following clauses of Conditions of Contract of the Works Contract, if any:-
 - A. Adverse physical conditions and artificial obstructions.
 - B. Suspension of works.
 - C. Liquidated damages.
 - D. Certificate of completion of works.
 - E. Defects liability certificate.
 - F. Forfeiture
 - G. Special risks
 - H. Frustration.
 - vi) Final measurement statement.
 - vii) Release of retention money.
 - viii) Taking any action under a civil works contract designating the Consultants' as 'Engineer' for which action, pursuant to such civil works contract, the written approval of the Client as Employer is required.

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

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

6.1 Contract Price

The Consultant's remuneration is in Contract Price therefore based on Covered Area or mentioned financial proposal as defined in RFP. The PA may increase the scope of services rendered by the Consultants as per rule 16 (1) (e) of SPP Rules 2010 The Consultant's remuneration is in local currency of Pakistan as per following;

S. No.	Description	Consultant's Remuneration
a	Architectural/Engineering Design& Bid Documents & Bid Evaluation Report Fee (% percent of the proposal price)	
b	Detailed Construction Supervision (% percent proposal price)	
c	Sub-Total (a+b)	Rs.

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

6.3 Terms and Conditions of Payment

6.3.1 Design Fee: 6.3(a) above

- (a) Ten(10) percent of Design Fee, as per Sub-Clause 6.3(a) above, shall be paid upon submission of the Survey Report & Preliminary Architectural/Engineering plans and layout.
- (b) Ten(10) percent of Design Fee, as per Sub-Clause 6.3(a) above, shall be paid on design development of Architectural Engineering plans.
- (c) Sixty(60) percent of Design Fee, as per Sub-Clause 6.3(a) above, shall be paid upon submission of the Detailed Design Drawings & Bidding Documents for construction contractor and furniture supplier.
- (d) Twenty(20) percent of Design Fee, as per Sub-Clause 6.3(a) above, shall be paid shall be paid upon submission of the Bid Evaluation report draft final report for construction contractor and furniture supplier.

6.3.2 Construction Supervision Fee: 6.3(b) above

- (a) Construction Supervision Fee, as per Sub-Clause 6.3(b) above, shall be released in lump sum after the successful construction and furniture supplies and issuance of completion certificate by the PA to construction contractor and furniture supplier.

6.5 Delayed Payments

Deleted.

8.2 Dispute Settlement

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

8.3 Performance Security

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

Appendix A Description of the Services

A-1 **THE PROJECT**
HIRING OF ARCHITECTURAL/ENGINEERING CONSULTANCY SERVICES FOR
THE CONSTRUCTION OF SPORTS COMPLEX & GYMNASIUM AND RELATED
ALLIED WORKS

Sports Complex	= Approx: 10 Acres
Gymnasium	= 14, 853 sft.

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

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

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

Deliverables:

- xx. Detail floor layouts including all the services.
 - xxi. All side elevation & section.
 - xxii. Lift lobby and lift shaft details.
 - xxiii. Flooring details.
 - xxiv. Wall sections.
 - xxv. Partition & Joinery detail.
 - xxvi. Handrail & Guardrail details.
 - xxvii. Reflected ceiling plan.
 - xxviii. Fire and direction Signage's.
 - xxix. Toilet and pantry details.
 - xxx. Schedule of finishes.
 - xxxi. Falls Ceiling plan.
 - xxxii. Co-ordinated site layout.
 - xxxiii. Color & material with Sample boards.
 - xxxiv. Computer 3D visual renderings showing all sides to illustrate the materials & color concept.
 - xxxv. Final load calculation and SLD for all services (Structural, PHE, Electrical, FFS & HVAC).
 - xxxvi. Boundary wall details.
 - xxxvii. Submit the statutory approval drawings in the required format.
 - xxxviii. Draft BOQ & cost estimate.
- Furniture/Fixture Lay Out and Furniture Design.
 - Detailed Engineering design (Architectural, Electrical, Plumbing, Mechanical).
 - I. Prepare Detail drawings and necessary documents for structure and other services like Power, Plumbing, HVAC, ICT, Fire services, etc.
 - II. Services re-routing layout, if applicable.
 - III. Structural design for the floors to include additional load on the existing structure.

- IV. Design of electrical installation, and emergency power keeping in view energy efficiency.
- V. Sizing, SLD and layouts of cabling, piping and drainage.
- VI. Scheme for external and internal lighting.
- VII. Scheme for Firefighting, Detection and alarm systems.
- VIII. Scheme for general ventilation and cooling as required.
- IX. Detailed layouts for security network if required.
- X. Prepare detailed technical specification, quantities for all materials and estimates based on market rates.
- XI. Provide GFC drawings, documentary/presentation support to obtain necessary approval from the authorities.
- XII. All the above said drawings & documents have to be approved by SRB.

- Complete Interior Designing
- Preparation of Bidding Documents including preparation of Bill of Quantities, Specification, Drawings and Engineer's Cost Estimate for Contractor and Furniture Supplier
- Preparation of Bid Evaluation Report & recommendations for Award of Work for Contractor and Furniture Supplier.

C- Services to be provided by the Consultants at Supervision Stage Period: after signing of contract agreement with the successful Construction Contractor & Furniture Supplier.

- Detailed Construction and furniture supply supervision through qualified and experienced Technical Staff.
- To ensure the Renovation/Refurbishment works and furniture supply as per Design, Drawings and Technical Specifications.
- To approve & amend the construction sequence planning of the constructor(s).
- To evaluate & approve the Shop Drawings submitted by the Contractor(s).
- Scrutiny and verification of measurements of the construction work and furniture supply for billing purpose & maintenance of measurement book.
- Scrutiny and Verification of the Constructor's and furniture supplier's bills/Invoices.
- To assist the Constructor(s) in technical matters through timely clarifications provision of additional technical details etc for smooth execution of the Project.
- To conduct regular coordination meetings with the Client and Constructor(s) for resolving all construction related issues.
- To assist the Client in proper implementation of the construction contract and furniture supply contract for timely completion of the Project as well as any revision in finishes/design if required by the Client.
- Consultant shall supervise the work till completion of the project by the construction contractor and furniture supplier. Consultant fee shall not be increase in case of delay in completion of works by the construction contractor and furniture supplier.

Appendix B

Reporting Requirements

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

- Survey Report.
- Report on Preliminary Architectural/Engineering Plans & Layout
- Report on design development of Architectural/Engineering plans.
- Report on detailed Engineering design work including design of structure & MEP
- Prequalification Report
- Bidding Documents
- Tender Drawings
- Bid Evaluation Report
- Weekly Progress report of Contractor's work performance

Appendix C

Key Personnel and Sub consultants

Appendix D

Breakdown of Contract Price in Foreign Currency

(Not applicable)

Appendix E

Breakdown of Contract Price in Local Currency

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

Appendix F

Services and Facilities to be Provided by the Client

Not Used

Appendix G
INTEGRITY PACT

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC; PAYABLE BY THE
SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title _____

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

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

[_____
Name of Supplier/Contractor/Consultant] accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

[_____
Procuring Agency]

[_____
Supplier /Contractor/Consultant]

