

**LIAQUAT UNIVERSITY  
OF  
MEDICAL & HEALTH SCIENCES JAMSHORO  
ISO 9001:2008 CERTIFIED**



**REQUEST FOR PROPOSAL  
FOR**

HIRING OF ARCHITECTURAL & ENGINEERING CONSULTANCY FIRM FOR DETAILED ENGINEERING DESIGN, DRAWINGS, PREPARATION OF CONSTRUCTION STAGE TENDERS AND TOP LEVEL SUPERVISION OF BUILDING WORKS & RELATED FACILITIES.

OF

**Establishment of Institute of Pharmacy at Liaquat University of  
Medical & Health Sciences (LUMHS) Jamshoro,**

Single Stage – Two Envelope Procedure (Quality cum Cost Based selection)

**Last date for submission of Bid Documents: 17<sup>TH</sup> March 2023 11:00 am**

Issued to M/s. -----

**February, 2023**



## LIAQUAT UNIVERSITY

OF MEDICAL & HEALTH SCIENCES, JAMSHORO, SINDH – PAKISTAN

URL: [www.lumhs.edu.pk](http://www.lumhs.edu.pk)

Tele:# 92-22-9213331. Fax:# +92-22-9213332

Web Site: [www.lumhs.edu.pk](http://www.lumhs.edu.pk)

DIRECTOR WORKS & SERVICES

### Request for Proposal (RFP)

Liaquat University of Medical & Health Sciences (LUMHS), Jamshoro intends to hire the services from reputable Consultant / Consulting Firm registered with Pakistan Engineering Council (PEC)/Pakistan Council of Architects & Town Planners (PCATP), Income Tax Department and Sindh Revenue Board (SRB) on “Single Stage Two Envelope” procedure as per SPPRA Rules 2010 (Amended Up to Date) for the development project “**Establishment of Institute of Pharmacy at Liaquat University of Medical & Health Sciences (LUMHS) Jamshoro**”

NAME OF WORK:				
Hiring of Architectural & Engineering Consultancy Firm for Detailed Engineering Design, Drawings, Preparation of Construction Stage Tenders and Top Level Supervision of Building works & related Facilities of “Establishment of Institute of Pharmacy at LUMHS, Jamshoro				
Date of Issuance	Last Date of Issuance	Submission Date / Time	Open Date / Time	Venue of Bid Opening
27-02-2023	16-03-2023 3:00 P.M.	17-03-2023 11:00 A.M.	17-03-2023 11:30 A.M.	Office of the Director Works & Services Jamshoro

**Un-Responded Tenders** will be again issued/ submitted/ opened on following dates:-

Date of Issuance	Last Date of Issuance	Submission Date / Time	Open Date / Time	Venue of Bid Opening
21-03-2023	06-04-2023 3:00 P.M.	07-04-2023 11:00 A.M.	07-04-2023 11:30 A.M.	Office of the Director Works & Services Jamshoro

**Method for Selection of Consultants:** The method of selection is “**Quality Cum Cost – Based Selection**”. The bid shall be received by under “Single Stage – Two Envelope” Procedure as per SPPRA Rules 2010 (Amended Upto Date). The bids shall comprise a single package containing two separate envelopes. Each envelope shall be marked and contain separately the “**Financial Proposal**” and the “**Technical Proposal**”

#### Collection Tender / RFP Documents:

The Tender / RFP Document can be obtained from the office of the Director Works & Services, Liaquat University of Medical & Health Sciences, Jamshoro against the written request duly forwarded to Director Works & Services on Deposition of Tender Fee of Rs. 3000/- (Non – Refundable) in Shape of Pay Order in Favour of Vice Chancellor, Liaquat University of Medical & Health Sciences, Jamshoro on all working days during office hours. RFP also available at [www.lumhs.edu.pk/tenders](http://www.lumhs.edu.pk/tenders) and <https://www.ppms.ppraisindh.gov.pk>.



**LIAQUAT UNIVERSITY**  
OF MEDICAL & HEALTH SCIENCES, JAMSHORO, SINDH – PAKISTAN  
URL: [www.lumhs.edu.pk](http://www.lumhs.edu.pk)  
Tele:# 92-22-9213331. Fax:# +92-22-9213332  
Web Site: [www.lumhs.edu.pk](http://www.lumhs.edu.pk)

Doc # LUMHS/DW&S/  
Issue Date:

DIRECTOR WORKS & SERVICES

**Submission of bid:** The sealed tenders duly completed and addressed to Director Works & Services must reach or be dropped in the Tender Box placed in the office of the Director Works & Services LUMHS 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 next working day as per schedule. Bidders are requested to give their best offer as no negotiations are expected.

The Procuring Agency reserves the right to reject any or all bids subject to relevant provisions of SPP Rules, 2010 (Amended up to date) and may cancel the bidding process at any time prior to the acceptance of a bid or proposal under Rule-25” of said Rules

D.A./ AS ABOVE

**Director**  
**Works & Services Department**  
**LUMHS Jamshoro**

**C.C. for information to:**

- **The Registrar, LUMHS, Jamshoro.**
- **The Director Finance, LUMHS, Jamshoro.**
- **The P.S to Vice Chancellor LUMHS, Jamshoro.**
- **Sindh Public Procurement Regulatory Authority, Barrack 8 Secretariat 4A Court Road Karachi Tel: 92-21-99205369 for hoisting on SPPRA’s website.**
- **The Director I.T. (Services) for hoisting on LUMHS website.**
- **Notice Board.**

## **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 LUMHS Jamshoro 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 LUMHS Jamshoro. 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 costs 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 the 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 LUMHS Jamshoro (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 LUMHS Jamshoro that the Project will be awarded. LUMHS Jamshoro 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 PROPOSAL

<b>Country:</b>	Pakistan
<b>Province:</b>	Sindh
<b>District:</b>	Jamshoro
<b>Project Name:</b>	Establishment of Institute of Pharmacy at Liaquat University of Medical & Health Sciences (LUMHS) Jamshoro
<b>Project Duration:</b>	<b>24Months</b>
<b>Title of Consultancy:</b>	Hiring of Architectural & Engineering Consultancy Firm for Detailed Engineering Design, Drawings, Preparation of Construction Stage Tenders and Top Level Supervision of Building works & related Facilities under “Establishment of Institute of Pharmacy at LUMHS, Jamshoro.

### DEFINITIONS:

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

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

## Section-1

### LETTER OF INVITATION (LOI)

#### Name & Address of Consultant:

Dear Sir/Madam,

**Subject: Hiring of Architectural & Engineering Consultancy Firm for Detailed Engineering Design, Drawings, Preparation of Construction Stage Tenders and Top Level Supervision of Building works & related Facilities under “Establishment of Institute of Pharmacy at LUMHS, Jamshoro.**

LUMHS Jamshoro(the “**Procuring Agency**”), invites “Technical and Financial proposals” for Consultancy Services for planning, detailed designing and top level construction supervision and monitoring of Institute of Pharmacy (the **Assignment**), from prospective firms/ consortiums.

1. This Request for Proposal (RFP) is addressed to the competent and qualified Consulting Firms registered with Pakistan Engineering Council (PEC) / 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).
2. 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.
3. 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,



## Section-2

### Instructions to Consultants

#### 2.1 INTRODUCTION:

- 2.1.1 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.
- 2.1.2 A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 2.1.3 The Assignment shall be implemented in accordance with the work schedule indicated in the Data Sheet, read the Scope of Work and the Advertisement.
- 2.1.4 The Client (LUMHS Jamshoro) 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 INSTITUTE OF PHARMACY AT LIAQUAT UNIVERSITY OF MEDICAL & HEALTH SCIENCES (LUMHS) JAMSHORO**” 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.
- 2.1.5 To obtain first-hand information on the Assignment and on the local conditions, **you are encouraged to pay a visit to the client and project site in Jamshoro** before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them in to account in preparing your proposal.

Please note that:

- 2.1.6 The cost of preparing the proposal and of negotiating the contract, including a visit to the Client and site, are not reimbursable as a direct cost of the Assignment; and
- 2.1.7 The Client is not bound to accept any of the proposals submitted.
- 2.1.8 The selection procedure for consultants shall be **Quality Cum Cost Based Selection (QCBS)** Method as detailed in the Data Sheet

We wish to remind you that in order to avoid conflicts of interest:

- 2.1.9 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
- 2.1.10 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.

Please note that:

- 2.1.11 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.
- 2.1.12 Incomplete defective proposals and proposals not conforming to the RFP documents shall be liable to rejection.
- 2.1.13 The University reserves the right to cancel the process at any stage and reject any or all the proposal thereof, having valid reasons and without being liable for any claim/compensation of any nature whatsoever.
- 2.1.14 The Procuring Agency named in the Data Sheet will select a Consultant in accordance with the method of selection specified in the Data Sheet.
- 2.1.15 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.
- 2.1.16 The Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. The Consultants may liaise with Procuring Agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.1.17 The 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 there by 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.

## 2.2 Timetable

The estimated timetable for the bidding process is as follows

Activity	Target Date
Issuance of RFP	27-02-2023
Clarifications / Comments Request Deadline	Till issuance of RFP
Response to Questions Document Issuance	Till issuance of RFP
Submission Deadline	17-03-2023 (11:00 am)
Technical Bid Opening	17-03-2023 (11:30 am)
Financial Bid Opening of technical qualified firms	TBD

## 2.3 DOCUMENTS:

- 2.3.1 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.
- 2.3.2 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.**
- 2.3.3 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet, which is mandatory.

## 2.4 PREPARATION OF PROPOSAL:

It will consist of two parts - Technical and Financial Proposals. The proposals shall be written in English language.

### 2.4.1 Technical Proposal:

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

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

- Form-2** Details of firm's reference relevant experience of HEI's/ Universities only in similar projects of worth Rs.300 million each carried out in the last ten (10) years which best illustrate specific qualifications.
- Form-3** Summary of ten (10) general building assignments (min worth Rs. 300 million each) of the Government Sector (other than HEI's / Universities) completed /ongoing in last ten years (not more than 10 projects), must be supported with completion certificate or performance certificate of client, which must mention the amount of project & the services provided by firm, else the experience will not be considered for evaluation.
- Form-4** Details 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.
- Form-5** Consultants' understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.
- Form-6** Any comments or suggestions on the TOR;  
The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.
- Form-7** Summary of Proposed Key Professionals for the Project (Design Consultancy)
- Form-8** CVs recently signed by the proposed key professional staff must be supported with PEC online Engineer's verification print & PEC/PCATP certificate. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years. Additional qualification (M.Sc.) of the proposed professional must be supported with degree's copy.
- Form-9** A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project Evaluation Review Techniques (PERT) type.
- Form-10** A schedule for compilation and submission of various types of reports as envisaged in attached TOR.
- Form-11** Power of Attorney to declare lead firm for that project.

2.4.1.2 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.

2.4.1.3 Mandatory Documents to be attached with Technical proposal are asunder;

- a. Valid Certificate of registration of a Firm with PEC / or PCATP.
- b. Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC/or PCATP) if any.
- c. Valid National Tax Number.
- d. Valid Registration Certificate with Sindh Revenue Board (SRB).
- e. Year of establishment supported by certificate from the Registrar of Firms /SECP.
- f. Audited Statements of Accounts and Annual Turnover for the last three years.
- g. 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.**

#### **2.4.2 Financial Proposal:**

2.4.2(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.

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

2.4.2(iii) Costs shall be inclusive of all applicable **taxes**.

2.4.2(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.

#### **2.5 SUBMISSION OF PROPOSALS:**

2.5.1 You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. The proposal shall be in book binding form, properly page numbered (Loose, Ring and spiral binding not acceptable). Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked "Technical Proposal" and the financial proposals in the one marked "Financial Proposal". These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, "DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION

COMMITTEE.” A damaged / torn financial proposal envelope shall not be entertained and may be considered for disqualification by the consultant selection committee.

- 2.5.2 A soft copy of the proposals in (PDF) format copied on a CD/USB should be enclosed in the envelope marked “Original”
- 2.5.3 In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant’s representative. The representative’s authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.
- 2.5.4 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.
- 2.5.5 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet / published R.F.P .
- 2.5.6 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.
- 2.5.7 In case of sudden holiday on bid opening day, bid will be opened on next working day.

## **2.6 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:

### **2.6.1 Technical PROPOSAL**

2.6.1.1 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;

SN	Component	Weight- age
1	Experience on Similar Projects	35
2	Experience on General Projects	25
3	Quality of Staff	10
4	Approach & Methodology	20
5	Financial Capability	10
Total		100

**2.6.1.2** The firms obtaining 70% & above marks in technical evaluation will technically qualify and be called for financial proposal opening only, whereas the financial proposals of the firms obtaining less marks than 70 % will be **Returned Unopened**.

**2.6.1.3 Technical Proposal Evaluation Criteria:**

**i. Experience on Similar & General Projects** **60Marks**

**i. Similar Projects (Ongoing/Completed)** **35 Marks**

Ten (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.

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



**ii. 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.

<b>General Projects</b>	
<b>Number of Projects</b>	<b>Weight age</b>
Min: 2	25%
3-5	60%
6-7	85%
8-9	95%
10	100%

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

**Design Consultancy:**

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

- i. Senior Architect - Qualified M. Arch or B. Arch, member of PCATP in good standing.
- ii. 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.
- iii. 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.

**2. Senior Structural Engineer: 3Points**

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

**3. Architect: 2Points**

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

PCATP in good standing.

- ii. Having 10 years or above of total experience of working on similar building projects.
- iii. Having 05 years or above of experience of working with existing firm on similar building projects.

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

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

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

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

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

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

Average annual consultancy turnover for last three (03) years 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 i.e. **2019-20; 2020-21; 2021-22.**

<b>Average Annual Turnover for last Three (03) Years</b>	
<b>In PKR</b>	<b>Points</b>
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.*

iv. **Proposed Methodology and Conceptual Design Presentation** **20Marks**

**1. Work/Schedule plan** **05Points**

Submit work/ schedule plan from design till completion of projects.

**2. Organ gram proposed for the project** **05Points**

3. Submit organ gram plan/chart for the project team & their responsibilities/ methodology.

**4. Quality Control and Project Management Policy** **10Points**

Provide quality control policy/ methodology opted by consultant. List down sequence of inspection and tests to be carried out by consultant to ensure quality checks.

---

**Total Points for the above criteria: 100Points**

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

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

## 2.6.2 Financial Proposal Evaluation Criteria:

### For Quality cum Cost Based Selection (QCBS)

2.6.2(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.

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

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

F

(F = amount of specific financial proposal)

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

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

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

**2.7 AWARD OF CONTRACT:**

- 2.7.1 The contract shall be awarded to the successful bidder.
- 2.7.2 The selected Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

**2.8 CONFIRMATION OF RECEIPT:**

- 2.8.1 Please inform the Client by courier or any other means:
- 2.8.2 That you received the letter of invitation;
- 2.8.3 Whether you will submit a proposal; and
- 2.8.4 If you plan to submit a proposal, when and how you will transmit it.

## Letter of Invitation (LOI)

### **DATA SHEET**

<b>1.1 The Name of Assignment is:</b>	Establishment of Institute of Pharmacy at Liaquat University of Medical & Health Sciences (LUMHS) Jamshoro
<b>1.2 The Name of Client is:</b>	LUMHS, Jamshoro
<b>1.3 The Description and the objectives the assignment are:</b>	Hiring of Architectural & Engineering Consultancy Firm for Detailed Engineering Design, Drawings, Preparation of Construction Stage Tenders and Top Level Supervision of Building works & related Facilities Establishment of Institute of Pharmacy at LUMHS, Jamshoro
<b>1.4 Pre-Proposal Conference:</b>	N/A
<b>1.5 The Client shall provide the following inputs:</b>	The Documents are: LOI, Data Sheet, Technical & Financial Proposal forms, TOR/Background information, Draft Form of Contract, Sample formats/ Appendices etc.
<b>1.6 Duration of the Assignment is:</b>	24 months
<b>1.7 Building Estimated Covered Area:</b>	65,815 SFT
<b>1.8 Bid Security Amount:</b>	<b>2%</b> of the Bid Amount
<b>1.9 Location:</b>	Jamshoro, Sindh
<b>1.10 The address for seeking clarification is:</b>	Director Works & Services LUMHS, Jamshoro
<b>1.11 The number of copies of the Proposal required is:</b>	<u>One original and One copy.</u> The proposal shall be in book binding form, properly page numbered (Loose, Ring and spiral binding not acceptable).
<b>1.12 The date and time of proposal submission are:</b>	As per RFP
<b>1.13 Validity period of the proposal is (days, date):</b>	90 Days
<b>1.14 The location for submission of proposals is:</b>	Director Works & Services LUMHS, Jamshoro
<b>1.15 Estimated Assignment Commencement Date:</b>	After completion of Successful Selection of Consulting Firm.

<b>1.16 The weights given to the Technical and Financial Proposals are:-</b>	Technical: <b>70</b> Financial: <b>30</b>
<b>1.17 Mode of Payment to Consultant:</b>	Mentioned in the Draft contract at Page # 68 documents will be finalized at the time of award of contract
<b>1.18 The Government taxes</b>	will be deducted from the Consultant as per rules. The successful bidder will furnish a performance guarantee up to 5% of the contract amount.
<b>1.19 Return of RFP</b>	<u>Consultant will return the endorsed RFP (each page must be signed) along with the proposal.</u>

**Enclosures:**

- **Sample Forms for:-**
  - **Technical Proposal**
  - **Financial Proposal**
  - **Terms of Reference**
  - **Contract for Architectural / Engineering Consultancy Services**

**APPENDIX-I**

**TECHNICAL PROPOSAL FORMS**



## I-Form-1

## 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: Q Project Monitoring: MO & M: O Design : D Procurement: P Construction Super v.: C	Additional Information (if any)

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

**I-Form-2****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-3

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

**A maximum of 10 General building projects of Govt. Sector (other than HEI's/Universities) of worth Rs.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: Q Project Monitoring: MO & M: O Design : D Procurement: P Construction Supervision: C	Additional Information (if any)

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

**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:-**

- (1) Detailed Design of Buildings**
- (2) Documentation (Bidding Documents)**
- (3) [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]**

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

**(a) Technical Approach and Methodology**

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

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

**(b) Conceptual Design / Work Plan**

In this Chapter Consultants should submit the conceptual design of buildings and basic 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.

**(c) Organization and Staffing**

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

**COMMENTS / SUGGESTIONS OF CONSULTANT****On the Terms of Reference (TOR)****1.****2.****3.****4.****5.****6.****Etc.**

**COMMENTS / SUGGESTIONS OF CONSULTANT****On the Facilities to be provided by the client;****1.****2.****3.****4.****5.****6.****Etc.**





### FORMAT OF CURRICULUM VITAE

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

**Signature:**

**Dated: Day/Month/Year**



**Form-10****COMPLETION AND SUBMISSION OF REPORTS**

<b>Reports</b>	<b>Date</b>

## 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 *LUMHS, Jamshoro* 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 *LUMHS, Jamshoro* in connection with the Consultancy service feasibility studies, Surveys & Investigation, preparation of tender

design, tender documents, detail design and construction supervision ;

- to immediately notify *LUMHS, Jamshoro* 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]

1.

For:

\_\_\_\_\_

2. \_\_\_\_\_

By:

Its:

NOTARY PUBLIC:

\_\_\_\_\_

## **APPENDIX-II**

**Form -12-a****FINANCIAL PROPOSAL FORM  
FINANCIAL PROPOSAL SUBMISSION LETTER**

To:

Subject:

Dear Sir,

We, the undersigned, offer to provide the Consultancy Services for (Establishment of Institute of Pharmacy at LUMHS, Jamshoro) in accordance with your request for Proposal vide Advertisement dated \_\_\_\_\_ and our Technical Proposal. Our attached Financial Proposal is for the sum of Rs. (in figure) (Pak Rupees (in words)).

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

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

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

Yours Sincerely,

For \_\_\_\_\_

Signature \_\_\_\_\_

\_\_\_\_\_  
Designation

Official Stamp

## Form-12 (b)

## FINANCIAL PROPOSAL FORM

S.No	Description	Unit	QTY	Quoted Unit Rate (Pak Rs.)	Quoted Amount (Pak Rs.)
1	Sub soil investigation of the building site mentioned in TORs having total covered area of 65,815 SFT as per PC-I. The investigation shall be got 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)	01		
2	Detailed Architectural / Engineering Designing of the buildings mentioned in the PC-I according to local bylaws, Preparation of Tender Documents including tender drawings, BOQs, Engineer Estimates, Rate Analysis, Measurement Sheet Tender / Bidding Documents, Bids Evaluation, recommendations for Contract award for the buildings along with external services / development as mentioned in the ToR's, approved PC-1 scope and site requirement. (Consultants shall gather all relevant information from client and complete the design / bidding within specified period as per end user requirement.)	Per Sft	65,815		
3	Top level supervision of the works mentioned in the TOR's for the period of 24 months	Per visit	24.		
<b>Total</b>					

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

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

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

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

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

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



## TERMS OF REFERENCE (TOR) FOR

“Hiring of Engineering Consultancy Services for Detailed Engineering Design, Drawings, and Preparation of Contract Documents Establishment of Institute of Pharmacy at LUMHS, Jamshoro”

### 1. **Introduction:**

LUMHS Jamshoro, under the ADP funded project namely “Establishment of Institute of Pharmacy at Liaquat University of Medical & Health Sciences (LUMHS) Jamshoro” intends to procure Hiring of Architectural & Engineering Consultancy Firm for Detailed Engineering Design, Drawings, Preparation of Construction Stage Tenders and Top Level Supervision of Building works & related Facilities Establishment of Institute of Pharmacy at LUMHS, Jamshoro . The estimated covered area of building is 65,815 Sft.

### 2. **Scope of Work / ToRs:**

Following requirements define the scope of work and technical details of this tender.

- a. Detailed Architectural/Engineering design of the Institute of Pharmacy building comprising 65,815 Sft building covered area with allied internal & external services (Electrical, Water Supply, Sewerage System, Sui Gas, HVAC, Telephone/Data Network, Fire Alarm System, Walkways, Road, etc.).
- b. Preparation of Tender/Construction Drawings, Bill of Quantities (BoQs)/Engineer Estimates Rate Analysis, Measurement Sheet and Tender/Bid Documents for the above works.
- c. Assist the client in the selection of the contractors ;
- d. Assist the client in Bids/Tenders evaluation and award of contracts;
- e. Top level Construction Supervision

#### 2.1 Design Phase

##### **a. Survey & Investigation:**

- i. Geotechnical investigation of sites including field or laboratory tests, if applicable
- ii. Observance of By-laws of local authorities, building and fire, etc., if applicable

##### **b. Preliminary Design.**

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

- v. Making presentations at various stages of Designing as per requirement of the Client.

**c. Detailed Engineering Design**

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

**d. Top Level Construction Supervision:**

- i. 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.
- ii. 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.

**e. Post Completion Stage:**

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

**Deliverables by the Consultant:****a. Detailed Design**

- i) Inception Report 5-Copies
- ii) Monthly Progress Report 5-Copies
- iii) Draft Detailed Design Report 5-Copies.
- Tender Documents, Drawings and Specification
- iv) Detailed Cost Estimate Requirement 5-Copies or As per

**b. Construction Supervision**

- i) Periodic Progress Report 3-Copies.
- ii) Construction Drawings 3-Copies
- ii) Project Completion Report. 5-Copies.
- iii) As built drawings 5-Copies.

## PRELIMINARY / TENTATIVE AREA DETAILS

*Annexure-E*

### DETAIL OF CIVIL WORK

#### "Establishment of Institute of Pharmacy at Liaquat University of Medical & Health Sciences (LUMHS), Jamshoro"

S. No	Description	Unit Area (Sft)	QTY	Covered Area (Sft)
<b>A</b>	<b>Basic Requirement for 50 Students:</b>			
1	Director Office	360	1	360
2	Professor Offices	240	2	480
3	Associate Professor Offices	240	4	960
4	Assistant Professor Offices	160	6	960
5	Lecturer Offices	160	8	1280
6	committee room	750	1	750
	<b>Sub Total (A)</b>			<b>4790</b>
<b>B</b>	<b>LECTURE THEATERS:</b>			
1	Lecture Theaters for Under Graduate (1st-5th Prof:)	1500	5	7500
2	Lecture Rooms	750	4	3000
3	Seminar Room	1000	1	1000
	<b>Sub Total (B)</b>			<b>11500</b>
<b>C</b>	<b>LABORATORIES:</b>			
<b>1</b>	<b>Pharmaceutics Laboratory for following 6 Subjects:</b>			
i	Pharmaceutical technology	1250	1	1250
ii	Physical pharmacy			
iii	Bio-pharmaceutics			
iv	Pharmaceutics			
v	Dispensing & Community Pharmacy			
vi	Instrumentation & Quality Control			
<b>2</b>	<b>Pharmacognosy Laboratory for following 2 Subjects:</b>			
i	Pharmacognosy- I	1250	1	1250

ii	Pharmacognosy- II			
<b>3</b>	<b>Basic Medical Sciences Laboratory for following 3 Subjects:</b>			
i	Physiology	1250	1	1250
ii	Anatomy			
iii	Pharmacology			
<b>4</b>	<b>Pharmaceutical Chemistry Laboratory for following 3 subjects:</b>			
i	Bio-chemistry Laboratory	1250	1	1250
ii	Organic Chemistry Laboratory			
iii	Medicinal Chemistry Laboratory			
<b>5</b>	<b>Pharmaceutical Microbiology Laboratory for following 2 subjects:</b>			
i	Pharmaceutical Microbiology	1250	1	1250
ii	Pathology			
<b>6</b>	<b>Industrial Laboratory for following 1 subject</b>			
i	Industrial Pharmacy	1250	1	1250
<b>7</b>	<b>Industrial &amp; Quality Control Laboratory for following 2 subjects:</b>			
i	Instrumentation & quality control	1250	1	1250
ii	Pharmaceutical quality management			
<b>8</b>	<b>Computer Laboratory for following 2 subjects:</b>			
i	Computer and its Applications in Pharmacy	1250	1	1250
ii	Online Drug Information Resources (Clinical Pharmacy)			
	<b>Sub Total (C)</b>			<b>10000</b>
<b>D</b>	<b>Room Description:</b>			
1	Auditorium with allied Facilities such as foyer, booths, green rooms and Cafeteria	7500	1	7500
2	Central Computer Laboratory	1500	1	1500
3	Centralized Research Laboratory	2400	1	2400
4	Conference Room	1500	1	1500
5	Girls common Room (as per HEC criteria)	750	1	750

6	Boys common Room (as per HEC criteria)	750	1	750
7	Support Staff Room	900	1	900
8	Main Store	900	1	900
9	Chemical Store	900	1	900
10	Glass ware Store	1250	1	1250
11	Animal House	600	1	600
	<b>Sub Total (D)</b>			<b>18950</b>
<b>E</b>	<b>Library with Online Information Center</b>			
(i)	Reading Room for Post Graduate Students	750	1	750
(ii)	Reading Room for Undergraduate Students	750	1	750
(iii)	Teachers Reading Room	360	1	360
(iv)	Magazine Room	288	1	288
(v)	In charge Office	240	1	240
(vi)	Support Staff Office	192	1	192
(vii)	Computer Section	360	1	360
(viii)	Reception	180	1	180
(ix)	Stock Room	224	1	224
(x)	Store Room	168	1	168
	<b>Sub Total (E)</b>			<b>3512</b>
	<b>Total Covered Area in Square ft</b>			<b>48752</b>
	<b>Add 35% Circulation Area (for Corridor, Bathrooms, Thickness of walls and Stairs etc)</b>			<b>17063</b>
	<b>Grand Total Covered Area in Square ft</b>			<b>65815</b>

**PROPOSED CONTRACT FOR ENGINEERING CONSULTANCY SERVICES**

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

# **DRAFT CONTRACT**

**GENERAL CONDITIONS OF  
CONTRACT**

**SPECIAL CONDITIONS OF  
CONTRACT**

**CONTRACT FORM**



## CONTENTS

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

#### **4. CONSULTANTS' PERSONNEL AND SUB CONSULTANTS**

- 4.1 Description of Personnel
- 4.2 Removal and/or Replacement of Personnel

#### **5. OBLIGATIONS OF THE CLIENT**

- 5.1 Assistance, Coordination and Approvals
  - 5.1.1 Assistance
  - 5.1.2 Co-ordination
  - 5.1.3 Approvals
- 5.2 Access to Land
- 5.3 Change in the Applicable Law
- 5.4 Services and Facilities
- 5.5 Payments

#### **6. PAYMENTS TO THE CONSULTANTS**

- 6.1 Lump Sum Remuneration
- 6.2 Contract Price
- 6.3 Terms and Conditions of Payment
- 6.4 Period of Payment
- 6.5 Delayed Payments
- 6.6 Additional Services
- 6.7 Consultants' Entitlement to Suspend Services

#### **7. SETTLEMENT OF DISPUTES**

- 7.1 Amicable Settlement
- 7.2 Dispute Settlement

#### **8. INTEGRITY PACT**

### **III. SPECIAL CONDITIONS OF CONTRACT [Details to be finalized by the users]**

#### **IV APPENDICES**

- Appendix A-Description of the Services
- Appendix B-Reporting Requirements
- Appendix C-Key Personnel and Sub consultants
- Appendix D-Breakdown of Contract Price in Foreign Currency
- Appendix E-Breakdown of Contract Price in Local Currency
- Appendix F-Services and Facilities to be Provided by the Client
- Appendix G-Integrity Pact

## FORM OF CONTRACT

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

### WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
    - Appendix A : Description of the Services
    - Appendix B : Reporting Requirements
    - Appendix C : Key Personnel and Sub consultants
    - Appendix D : Breakdown of Contract Price in Foreign Currency
    - Appendix E : Breakdown of Contract Price in Local Currency
    - Appendix F : Services & Facilities to be Provided by the Client
    - Appendix G: Integrity Pact (for Services above Rs. 10 million)
    - RFP documents of the services

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

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of

\_\_\_\_\_

Witness

(CLIENT)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

For and on behalf of

\_\_\_\_\_

Witness

(CONSULTANTS)

Signatures \_\_\_\_\_

Signatures \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the 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;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub consultant as employees and assigned to the performance of the Services or any part

thereof;

- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Sub consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Sub consultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

## **1.2 Law Governing the Contract**

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

## **1.3 Language**

This Contract has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representatives specified under Sub-Clause SC 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## **1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

## **1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorized Representatives specified in the SC.

## **1.7 Taxes and Duties**

Unless specified in the SC, the Consultants, Sub consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the

Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**1.8 Leader of Joint Venture**

In case the Consultants consist of a joint venture of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.

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

**2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

**2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

**2.3 Commencement of Services**

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the SC.

**2.4 Expiration of Contract**

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the SC, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the SC.

**2.5 Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

## **2.6 Extension of Time for Completion**

If the scope or duration of the Services is increased:

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

## **2.7 Force Majeure**

### **2.7.1 Definition**

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### **2.7.2 No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

### **2.7.3 Extension of Time**

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



#### **2.7.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants 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 purpose of the Services and in reactivating the Services after the end of such period.

#### **2.8 Suspension of Payments by the Client**

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

#### **2.9 Termination**

##### **2.9.1 By the Client**

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;

- (f) If the Client, in its sole discretion, decides to terminate this Contract.

### **2.9.2 by the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) If the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

### **2.9.3 Cessation of Services**

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

### **2.9.4 Payment upon Termination**

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;

- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination. The respective remunerations shall be proportioned.

#### **2.9.5 Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **3. OBLIGATIONS OF THE CONSULTANTS**

#### **3.1 General**

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants or third parties.

#### **3.2 Consultants Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants 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 Consultants 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 remuneration.

#### **3.3 Confidentiality**

The Consultants, their Sub consultants, and the Personnel of either of them shall not,

either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### **3.4 Liability of the Consultants**

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

### **3.5 Other Insurance to be taken out by the Consultants**

The Consultants (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 Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### **3.6 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultants and its Personnel pursuant to this Contract;
- (c) Any other action that may be specified in the SC.

### **3.7 Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### **3.8 Documents Prepared by the Consultants to be the Property of the Client**

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the SC.

### **3.9 Equipment and Materials Furnished by the Client**

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

### **3.10 Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in

respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

#### **4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS**

##### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub consultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

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

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications and the same is consultant permanent employee for the last 02 years.
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds there for, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

#### **5. OBLIGATIONS OF THE CLIENT**

##### **5.1 Assistance, Coordination and Approvals**

###### **5.1.1 Assistance**

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Consultants, Sub consultants and Personnel such

documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;

- (b) Assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) Assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) Provide to the Consultants, Sub consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

#### **5.1.2 Co-ordination**

The Client shall:

- (a) Coordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the SC.
- (b) Coordinate with any other consultants employed by him.

#### **5.1.3 Approvals**

The Client shall accord approval of the documents within such time as specified in the SC, whenever these are applied for by the Consultants.

#### **5.2 Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

#### **5.3 Changes in the Applicable Law**

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

**5.4 Services and Facilities**

No services and facilities will be provided by the client regarding boarding, lodging and transportation etc.

**5.5 Payments**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

**6. PAYMENTS TO THE CONSULTANTS****6.1 Lump Sum Remuneration**

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

**6.2 Contract Price**

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the SC, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the breakup of remuneration to be paid, respectively, in foreign and in local currencies.

**6.3 Terms and Conditions of Payment**

Payment will be made to the account of the Consultants and according to the payment schedule stated in the SC. Payments shall be made after the conditions listed in the SC for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

**6.4 Period of Payment**

- (a) Advance payment to the Consultants shall be affected within the period specified in the SC, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

**6.5 Delayed Payments**

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-



Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

#### **6.6 Additional Services**

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
  - (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
  - (c) Any re-doing of any part of the Services as a result of Client's instructions.
- If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

#### **6.7 Consultants' Entitlement to Suspend Services**

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.

### **7. SETTLEMENT OF DISPUTES**

#### **7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

#### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which

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 of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made there under and any statutory modifications thereto. Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

#### **8. INTEGRITY PACT**

**8.1** If the Consultant or any of his Sub consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub consultant, agents or servants;
- (b) terminate the Contract; and
- (c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

### III. SPECIAL CONDITIONS OF CONTRACT

No. Amendments of, and Supplements to, Clauses in the General Conditions of of GC Contract. Where there are no Amendments and Supplements than the Clause conditions mentioned in General Conditions of Contract will prevail and will be binding upon the Consultancy firms.

---

#### 1.1 Definitions

- (p) "Project" means Hiring of Architectural & Engineering Consultancy Firm for Detailed Engineering Design, Drawings, Preparation of Construction Stage Tenders and Top Level Supervision of Building works & related Facilities. Establishment of Institute of Pharmacy at LUMHS, Jamshoro”.

#### 1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Director, Works & Services

LUMHS, Jamshoro

Telephone : 022-9213331

Facsimile : 022-9213332

For the Consultants:

\_\_\_\_\_ (Name of Project Manager)

\_\_\_\_\_ (Project)

\_\_\_\_\_ (Address)

\_\_\_\_\_

Telephone : \_\_\_\_\_

Facsimile : \_\_\_\_\_

Email : \_\_\_\_\_

**1.8 Leader of the Joint Venture**

If the Consultants consist of more than one entity, the leader of the Joint Venture is..... (Name of the Member of the Joint Venture).

**2.1 Effectiveness of Contract**

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties

**2.2 Termination of Contract for Failure to Become Effective**

The time period shall be 180 days or such other period as the Parties may agree in writing.

**2.3 Commencement of Services**

The Consultants shall commence the Services within seven (07) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

**2.4 Expiration of Contract**

The period of completion of Services shall be 36 months from the Commencement Date of the Services or such other period as the Parties may agree in writing.

"Completion of Services" means completion of infrastructure, included in the scope of services of the consultants, its handing / taking and successful completion of defect liability period of the project.

**2.6 Extension of time for completion**

In the first line, the word duration should be considered as deleted

- 3.4** The second para should be deleted and replaced as **“if the client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the consultants shall make good, all such losses and damages at his own cost up to a maximum of twice the total remuneration paid to the consultant against various heads.** The consultant shall be held liable for all losses or damages and shortcomings in deliverance etc., suffered by the client as a result of misconduct or inadequate services in performing the consultancy services

**3.5 Insurance to be taken out by the Consultants**

As per details provided in the Data Sheet / Letter of Invitation (LOI)

**3.6 Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:

- i) Issuing Variations Orders in respect of:  
Additional items of Works as determined by the Engineer to be necessary for the execution of Works.

- Any new item of the Works not envisaged in the Contract Documents

and which is determined by the Engineer to be necessary for the execution of Works.

- any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
  - Adverse Physical Conditions and Artificial Obstructions
  - Suspension of Works
  - Bonus and Liquidated Damages
  - Certificate of Completion of Works
  - Defects Liability Certificate
  - Forfeiture
  - Special Risks
  - Frustration
- vi) Final Measurement Statement
- vii) Release of Retention Money

### **3.8 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.

#### **5.1.1 Assistance**

- (a) The Client shall make available within 07 days from the Commencement Date, the documents namely:
  1. Approved PC-1 of the project
  2. Approved work plan of the project
  3. List of donors guidelines for inclusion / incorporation in the drawings / implementation of the project

This list if warranted shall be supplemented subsequently.

- (e) No other assistance and exemptions will be provided by the Client regarding board / lodging, transportation, equipment for routine works

#### **5.1.2 Coordination**

- (a) The departments and agencies include:
  1. Universities & Boards Department Govt. of Sindh.
  2. Planning & Development Board Govt. of Sindh.
  3. Directorate of Works, Liaquat University, Jamshoro
  4. Steering Committee and Technical Committee of the project

#### **5.1.3 Approvals**

The Client shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants.

## 6.1 Consultancy Charges

Consultancy charges as per TORs / financial bid will be paid head-wise to the approved rates of the project. However, the cost of printing of tender documents for more than five sets will be paid to the consultants as per actual cost borne / market rates, whichever is lowest

## 6.2 Terms and Conditions of Payment

### 6.2.1 Detailed planning / designing and documentation of the project

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

- |   |   |  |
|---|---|--|
| 1 | Upon submission of preliminary drawings / designs of the project  | 15% of the amount due to the consultant under the head   |
| 2 | Upon submission of final drawings/ designs of the project and after approval from Selection & Competent Authority committee and Client committee. | 20% of the amount due to the consultant under the head   |
| 3 | Upon submission of draft tender documents   | 15% of the amount due to the consultant under the head   |
| 4 | Upon submission of final tender documents along with five sets of the same  | 15% of the amount due to the consultants under the head + direct cost of client requisite copies of tender documents as per approved rates |
| 5 | Upon submission of bid evaluation report  | 15% of the amount due to the consultant under the head   |
| 6 | Upon award of contract to the contractor / contractors  | 10% of the amount due to the consultant under the head.  |
| 7 | Upon successful Submission of All Drawing of the project  | 10% of the amount due to the consultant under the head   |

### 6.2.3 Detailed supervision / monitoring of the project

Interim detailed supervision charges will be paid, by taking into account the actual verified work done amount, as the **construction cost**.

## 6.4 Period of Payment

6.4 (a) Deleted. No advance payment will be made to the consultants

## 6.5 Delayed Payments

Clause deleted. No financing charges / delay charges will be paid to the consultants due to delay in payments by the client

## 6.7 The entire clause (comprising of two paras) are deleted

# **IV APPENDICES**

## **Appendix A**

### **Description of the Services**

[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.]



## **Appendix B**

### **Reporting Requirements**

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports:

1. Inception Report
2. Daily site report
3. Weekly reports
4. Monthly reports
5. Quarterly Reports
6. Annual Reports
7. Completion Report
8. Defect liability clearance report

## Appendix C

### Key Personnel and Sub consultants

- [List under:
- C-1 Title [and names, if already available], activities of job descriptions of key Personnel to be assigned to work and staff-months for each.
  - C-2 List of approved Sub consultants (if already available); same information with respect to their Personnel as in C-1.]

## Appendix D

### Breakdown of Contract Price in Foreign Currency

Appendix is not used / deleted

## **Appendix E**

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

1. Master planning charges will be paid in acres.
2. The planning, design and documentation of the project as per TORs will be quoted and paid as fixed percentage of construction cost
3. The detailed supervision charges as per TORs will be quoted and paid as a fixed percentage of construction cost (verified /work done).

## **Appendix F**

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

Appendix is not used / deleted as no services and facilities for boarding / lodging and transportation will be paid

## Appendix G

### (INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

Contract Value: \_\_\_\_\_

Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....

Signature: .....

[Seal]

[Seal]