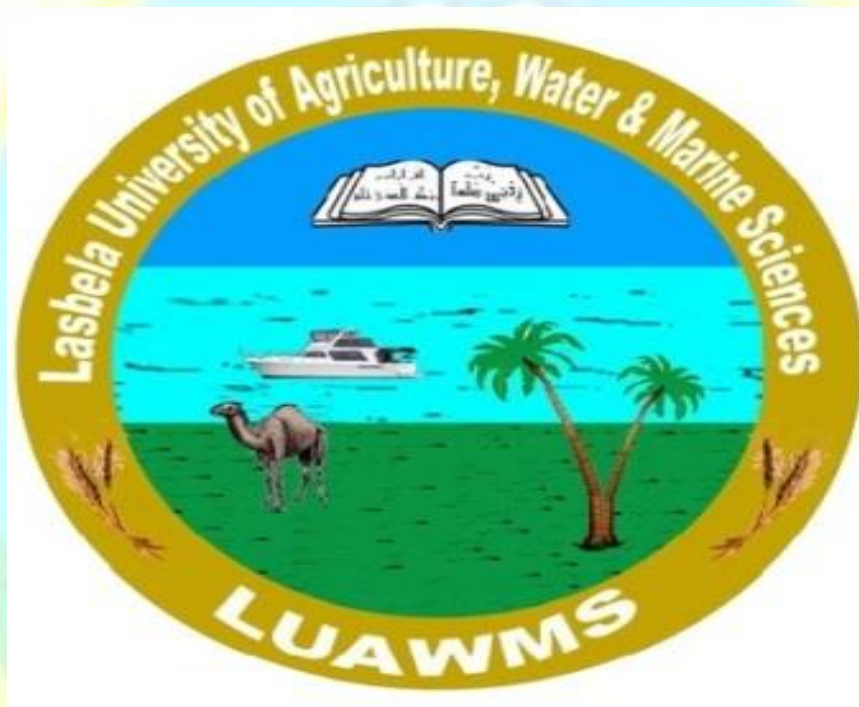


**LASBELA UNIVERSITY OF AGRICULTURE,
WATER AND MARINE SCIENCES, UTHAL
BALOCHISTAN PAKISTAN**



REQUEST FOR PROPOSAL (RFP) FOR CONSULTANCY SERVICES OF THE

PROJECT TITLED:

**“Establishment of Permanent Campus of Lasbela University Of
Agriculture, Water & Marine Sciences (LUAWMS) at Wadh”**

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Letter of Invitation

Dear sir/Madam,

Lasbela University Uthal invites proposals to provide consultancy services for the Project **“Establishment of Permanent Campus of LUAWMS at Wadh” and for its components of “Construction of Academic Block , Administration Block, Boys Hostel for 200 students, Girls hostel for 100 Students, Faculty hostel, Common facilities, External Development for wadh Campus, Residencies for Main Campus”** More details on the services are provided in the Terms of Reference.

2. A firm will be selected for the services under **Quality cum Cost-based Selection (QCBS)** under the Procedure/Criteria described in Request for Proposal (RFP) documents, in accordance with PPRA rules/Regulations.
3. It is not Permissible to transfer this invitation to any other firm.
4. The RFP documents is available on the LUAWMS website includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract
5. Please inform us in writing at the following address, **Additional Director P&D, Lasbela University, Uthal**, (yasirbuzdar@luawms.edu.pk) upon receipt of the Letter of Invitation and whether you will submit a proposal alone or in association.
6. You are invited to submit a comprehensive Technical Proposal in English (One Original + 6 Copies) and a financial proposal (One Original) in separate sealed envelopes, for the services required under Terms of Reference (TOR), not later than 12; 00 Pm of **10th May, 2022**
7. RFP Documents/TORs are available in the office of the undersigned.
8. Must have completed at least 2 similar work of HEC project.
9. Turnover of the firm must be at least 50 Million
10. Completion certificate of similar work must be attached with the profile.
11. Lasbela University Uthal reserves the right to accept/reject any or all the proposals as per PPRA rules.
12. Any proposal submitted late or in transit will not be entertained.

**Additional Director
Planning & Development,
LUAWMS-Uthal.
Phone: 0853-610905**



Section 2. Instructions to Consultants

Instructions to Consultants

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

DEFINITIONS

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

2. Introduction

2.1 The Procuring Entity named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

2.2 The Consultants registered with PEC/PCATP and FBR are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring Entity's representative named in the Data Sheet for gaining better insight into the assignment.

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

2.5 Procuring Entity may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the

Procuring Entity interest Paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Entity, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i). A consultant that has been engaged by the procuring Entity to provide goods, works or services other than

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

(ii). A Consultant (including its Personnel and Sub Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Entity.

(iii). A Consultant (including its Personnel and Sub Consultants) that has a business or family relationship with a member of the Procuring Entity's staff who is directly or indirectly involved in any Part of (i) the preparation of the Terms of Reference of the

Assignment, the selection process for such assignment, or (iii) supervisions of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

3. Conflicting Relationships

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

(i) They are on leave of absence without Pay;

(ii) They are not being hired by the Entity they were working for, six

Months prior to going on leave; and

(iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Entity follows the instructions contained in PPRA rules which define:

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

5. Integrity Pact

Procurements exceeding the prescribed limit shall be subject to an integrity pact, as specified by regulation with approval of the Federal Government, between the procuring agency and the suppliers or contractors.

9. Proposal Validity

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

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this Period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Entity will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Entity may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the

Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

10. Clarification and Amendment in RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring Entity shall respond to such queries in writing within three calendar days, provided they are received at least eight calendar days prior to the date of opening of proposal. The procuring Entity shall communicate such response to all Parties who have obtained RFP document without identifying the source of inquiry. Should the PE deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 The Procuring Entity may amend the RFP five days before the closing date by issuing an addendum/corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Entity may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are exacted to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of Personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

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

13. Technical Proposal Format and Content

13.1 While preparing the Technical Proposal, consultants must give Particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-Consultancy, as appropriate. The international consultants are encouraged to seek the Participation of local consultants by entering into a joint venture with, or subcontracting Part of the assignment to, national consultants.

(ii). For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(iii) It is desirable that the majorities of the key professional staff proposed be Permanent employees of the firm or have an extended and stable working relationship with it.

(iv). Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

(v). Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms:

(i) A brief description of the consultant organization and an outline of recent experience on assignments of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PE.

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal. Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last_(PE may give number of years as Per their requirement) years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member.

(vi). A detailed description of the proposed methodology, work plan for Performing the assignment, staffing, and monitoring of training, if the Data Sheet pacifies training as a major component of the assignment.

(vii) Any additional information requested in the Data Sheet.

13.3. The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

15. Taxes

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

16. Submission, Receipt,
and Opening of
Proposals

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

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

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "**Technical Proposal**". Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "**Financial Proposal**" followed by name of the assignment, and with a warning "**Do Not Open With The Technical Proposal**". If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

17.1 From the time the Proposals are opened to the time the Contract is

17. Proposal
Evaluation

awarded, the Consultants should not contact the PE on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PE in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

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

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

18.2 After the technical evaluation is completed, the PE shall notify in writing Consultants that have secured the Minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of

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

19. Evaluation of Financial Proposals

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and

unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a Partial amount and the total amount, or

between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 In case of Quality and Cost Based Selection QCBS Method

the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

20. Negotiations

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

21. Technical Negotiations

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

Contract Agreement.

22. Financial negotiations

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

23. Availability of Professional Staff/experts

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PE expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PE will require assurances that the Professional staff will be actually available. The PE will not consider substitutions during contract negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is

not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

24.1 After completing negotiations, the Procuring Entity shall award the Contract to the selected Consultant within seven days after letter of acceptance or award has been issued. Procuring Entity shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information,

24.2 evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be. However, the procuring entity shall announce the final results of a bid evaluation giving justifications for acceptance or rejection of bids at least ten days prior to the award of a contract and place the

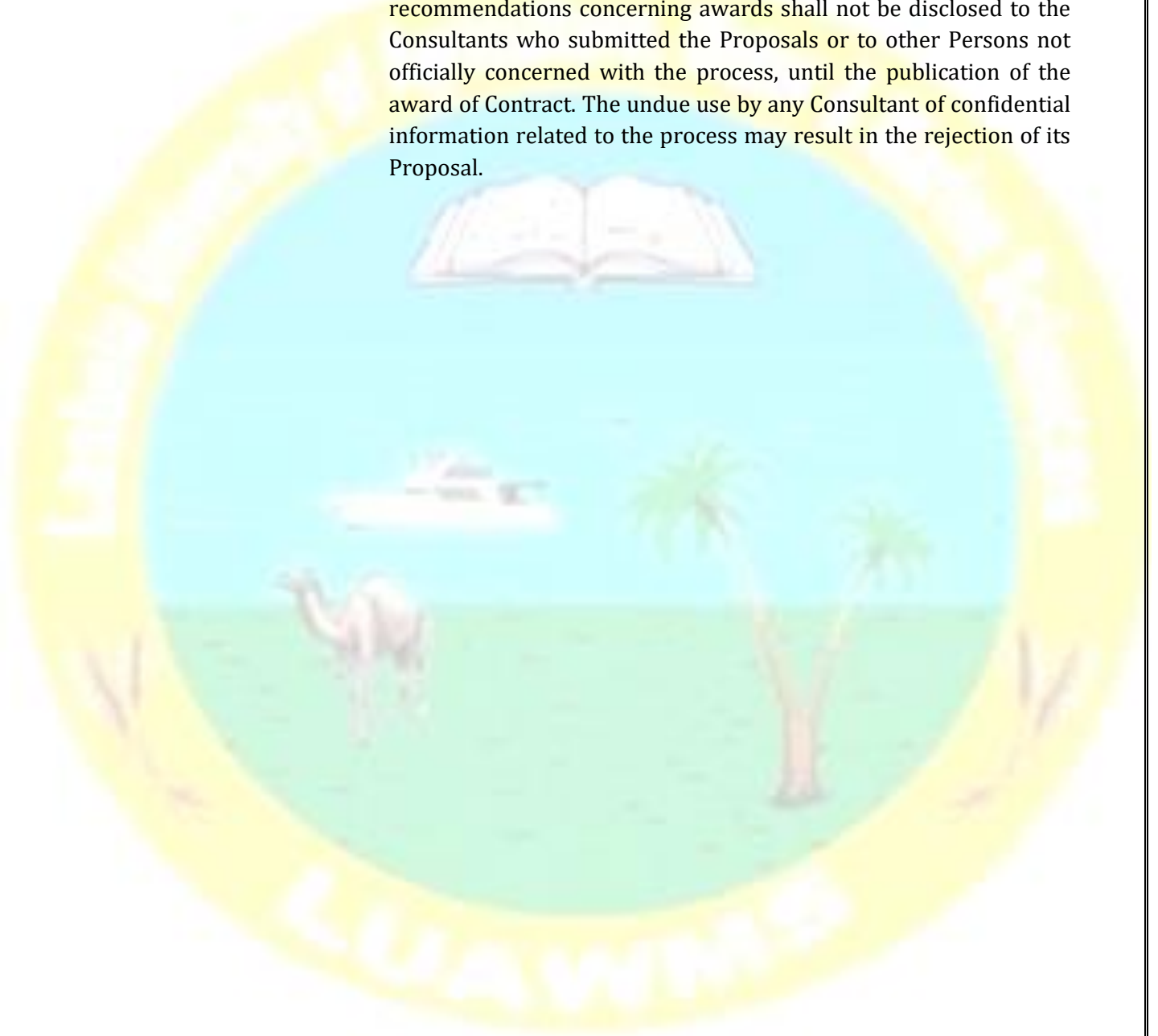
same on its and authority website.

24.2 After publishing of award of contract consultant required to submit a Performance security at the rate indicated in date sheet.

The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

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



DATA SHEET

2.1	Name of the Assignment: Consultancy Services for the “Establishment of Permanent Campus of LUAWMS at Wadh” The Name of the client’s official (s): (i) Additional Director P&D Address: Directorate of P&D, Lasbela University Uthal. Telephone: 0853-610905 E-mail: yasirbuzdar@luawms.edu.pk
2.2	Method of selection: Quality and Cost Based Selection (QCBS) Applicable Guidelines: PPRA Rules/Regulations.
2.3	Financial Proposal to be submitted together with Technical Proposal: Yes
2.4	The client will provide the following inputs and facilities: Scope of services.
2.5	The Proposal submission address is: Directorate of Planning & Development, Lasbela University of Agriculture, Water & Marine Sciences Uthal. Telephone: 0853-610905 The Proposals must be submitted no later than: Date: 10th May, 2023 Time: 12:00 pm local time Please mark the outer envelopes clearly do not open before 10th May, 2023
2.6	Expected date for commencement of consulting services: Date: Oct, 2023 at: LUAWMS @ Uthal
2.7	Proposals must remain valid for 90 calendar days after the proposal submission deadline.
2.8	Clarifications may be requested no later than 08 days prior to the submission deadline. The address for requesting clarifications is Directorate of P&D, Lasbela University Uthal. Facsimile: E-mail: yasirbuzdar@luawms.edu.pk
2.9	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
3.0	Shortlisted Consultants may associate with other shortlisted Consultants Firms: No

3.1(i)	<p>The Proposal shall comprise the following: For SIMPLIFIED TECHNICAL PROPOSAL (STP): 1st Inner Envelope with the Technical Proposal: Power of Attorney to sign the Proposal</p> <p>TECH-1 TECH-4 TECH-5 TECH-6</p> <p style="text-align: center;">AND</p> <p>2d Inner Envelope with the Financial Proposal (1) FIN-1 (2) FIN-2 (3) FIN-3</p>
3.1(ii)	<p>Training is a specific component of this assignment: No</p>
3.2	<p>[List the applicable Reimbursable expenses in foreign and in local currency. sample list is provided below for guidance: items that are not applicable Should be deleted, others may be added. If the PE wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this Section]</p> <ol style="list-style-type: none"> 1) A Per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services; 2) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; 3) Cost of office accommodation, investigations and surveys; 4) Cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services; 5) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services; 6) Cost of printing and dispatching of the reports to be produced for Consulting Services; 7) Other allowances where applicable and provisional or fixed sums (if any); and covered in the forgoing.

3.3	<p>Amounts Payable by the client to the Consultant under the contract to be subject to local taxation, stamp duty and service charges where applicable:</p> <p>The personnel of Consultant/Sub-Consultant personnel [National and International Resident staff] shall be subject to income tax. The remuneration quoted shall include income tax and other personnel taxes as applicable in Pakistan and Balochistan, income tax and any other personnel taxes if quoted separately shall be added for evaluation. If not quoted specifically, then it shall be deemed to have been included as part of remuneration. It shall not be included separately during contract negotiations.</p>
3.4	<p>The Consultant must submit:</p> <p>(a) Technical Proposal: one (1) original and 6 copies; including soft copy at PDF format on CD</p> <p>(b) Financial Proposal: one (1) original</p>

3.5	<p>(a) Criteria, Sub-Criteria, and point system for the evaluation of the Full Technical Proposals: POINTS:</p> <table> <tr> <td>Number of similar projects undertaken</td><td>15</td></tr> <tr> <td>Consultancy Cost of these projects</td><td>5</td></tr> <tr> <td>Sub Total-I</td><td>20</td></tr> </table> <p>(b) Adequacy and quality of the proposed methodology, and work plan responding to the Terms of Reference (TORs):</p> <table> <tr> <td>Understanding of Objectives</td><td>5</td></tr> <tr> <td>Quality of Methodology</td><td>5</td></tr> <tr> <td>Work Plan & Manning Schedule</td><td>10</td></tr> <tr> <td>Innovativeness</td><td>5</td></tr> <tr> <td><u>Proposal Presentation</u></td><td><u>5</u></td></tr> <tr> <td>Sub-Total-II</td><td><u>30</u></td></tr> </table> <p>(c) Key Experts' qualifications and competence for the Assignment: {Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}</p> <table> <tr> <td>a)Position K-1: Team Leader/Project Manager</td><td>12</td></tr> <tr> <td>b)Position K-2:Structural Engineer</td><td>03</td></tr> <tr> <td>c)Position K-3:Chief Architect</td><td>04</td></tr> <tr> <td>d) Position K-4: Geotechnical Engineer</td><td>02</td></tr> <tr> <td>e) Position K-5: Electrical Engineer</td><td>03</td></tr> <tr> <td>f) Position K-6: Public Health Engineer</td><td>02</td></tr> <tr> <td>g) Position K-7: Mechanical Engineer</td><td>02</td></tr> <tr> <td>h) Position K-8: Resident Engineer</td><td>12</td></tr> <tr> <td><u>i) Position K-9: Assistant Resident Engineer</u></td><td><u>10</u></td></tr> <tr> <td>Sub Total =</td><td>50</td></tr> </table> <p>Total points for criterion (iii): 50 The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights: 1) General qualifications(general education, training, and experience): 30% 2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments) : 70%</p> <p>Total weight: 100%</p> <p>Total points for the criteria: 100</p> <p>The minimum technical score (St) required to pass is 75</p>	Number of similar projects undertaken	15	Consultancy Cost of these projects	5	Sub Total-I	20	Understanding of Objectives	5	Quality of Methodology	5	Work Plan & Manning Schedule	10	Innovativeness	5	<u>Proposal Presentation</u>	<u>5</u>	Sub-Total-II	<u>30</u>	a)Position K-1: Team Leader/Project Manager	12	b)Position K-2: Structural Engineer	03	c)Position K-3: Chief Architect	04	d) Position K-4: Geotechnical Engineer	02	e) Position K-5: Electrical Engineer	03	f) Position K-6: Public Health Engineer	02	g) Position K-7: Mechanical Engineer	02	h) Position K-8: Resident Engineer	12	<u>i) Position K-9: Assistant Resident Engineer</u>	<u>10</u>	Sub Total =	50
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g) Position K-7: Mechanical Engineer	02																																						
h) Position K-8: Resident Engineer	12																																						
<u>i) Position K-9: Assistant Resident Engineer</u>	<u>10</u>																																						
Sub Total =	50																																						

	The single currency for price conversions is: Local currency (PKR)
3.6 (For QCBS)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>[or replace with another inversely proportional formula acceptable to the Bank]</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80 and</p> <p>P = 20</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
3.7	<p>Expected date and address for contract negotiations: Date:</p> <p>Address: Directorate of P&D, Lasbela University Uthal.</p>
3.8	Successful consultant is required to submit Performance security in form of Pay order, demand draft or bank/insurance guarantee (client shall insert amount but not more than 10% of the contract amount).



Section-3. Technical Proposal – Standard Forms

Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

Required for FTP (√)	FORM	DESCRIPTION	Page Limit
FTP			
√	TECH-1	Technical Proposal Submission Form.	
“√” If applicable	TECH-2 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
“√” If applicable	TECH-3 Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
√	TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	TECH-5	Work Schedule and Planning for Deliverables	
√	TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

\To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **(Construction of Academic Block, Administration Block, Boys Hostel for 200 students, Girls hostel for 100 Students, Faculty hostel, Common facilities, External Development for wadh Campus, Residencies for Main Campus)** in accordance with your Request for Proposals dated [Insert Date.....] and our Proposal. [Quality cum Cost Based Selection Method: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope”

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 9.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (e) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 2.6 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company's name or JV's name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

1.

FORM TECH-4

(FOR SIMPLIFIED TECHNICAL PROPOSAL ONLY)

**DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF
REFERENCE**

Form TECH-4: a description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal}

a) Technical Approach, Methodology, and Organization of the Consultant's team.

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

b) Work Plan and Staffing. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

c) Comments (on the TOR and on counterpart staff and facilities) {Your suggestions should be concise and to the point, and incorporated in your Proposal. Please also include comments, if any, on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc.}



FORM TECH-5(FOR FTP AND STP)

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months											
		1	2	3	4	5	6	7	8	9	n	TOTAL
D-1	Project Inception and Geo Technical Investigation/Survey												
D-2	Design & Tendering Phase												
D-3	Construction and Supervision Phase												

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.

3. Include a legend, if necessary, to help read the chart.



FORM TECH-6(FOR FTP AND STP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)											Total time-input (in Months)			
		Position		D-1		D-2		D-3		D-...			Home	Field	Total
KEY EXPERTS																
K-1	{e.g., Mr.Abbbb}	[Team Leader]	[Home]	[2 month]		[1.0]		[1.0]								
			[Field]	[0.5 m]		[2.5]		[0]								
K-2																
K-3																
n																
												Subtotal				

NON-KEY EXPERTS														
N-1			[Home]											
			[Field]											
N-2														
n														
									Subtotal					
									Total					

- 1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC18.1.
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country

FORM TECH-6

(CONTINUED)

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present]	[e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbbb,]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH- 5 in which the Expert will be involved}	

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{Day/Month/Year}



Name of Expert
Date

Signature

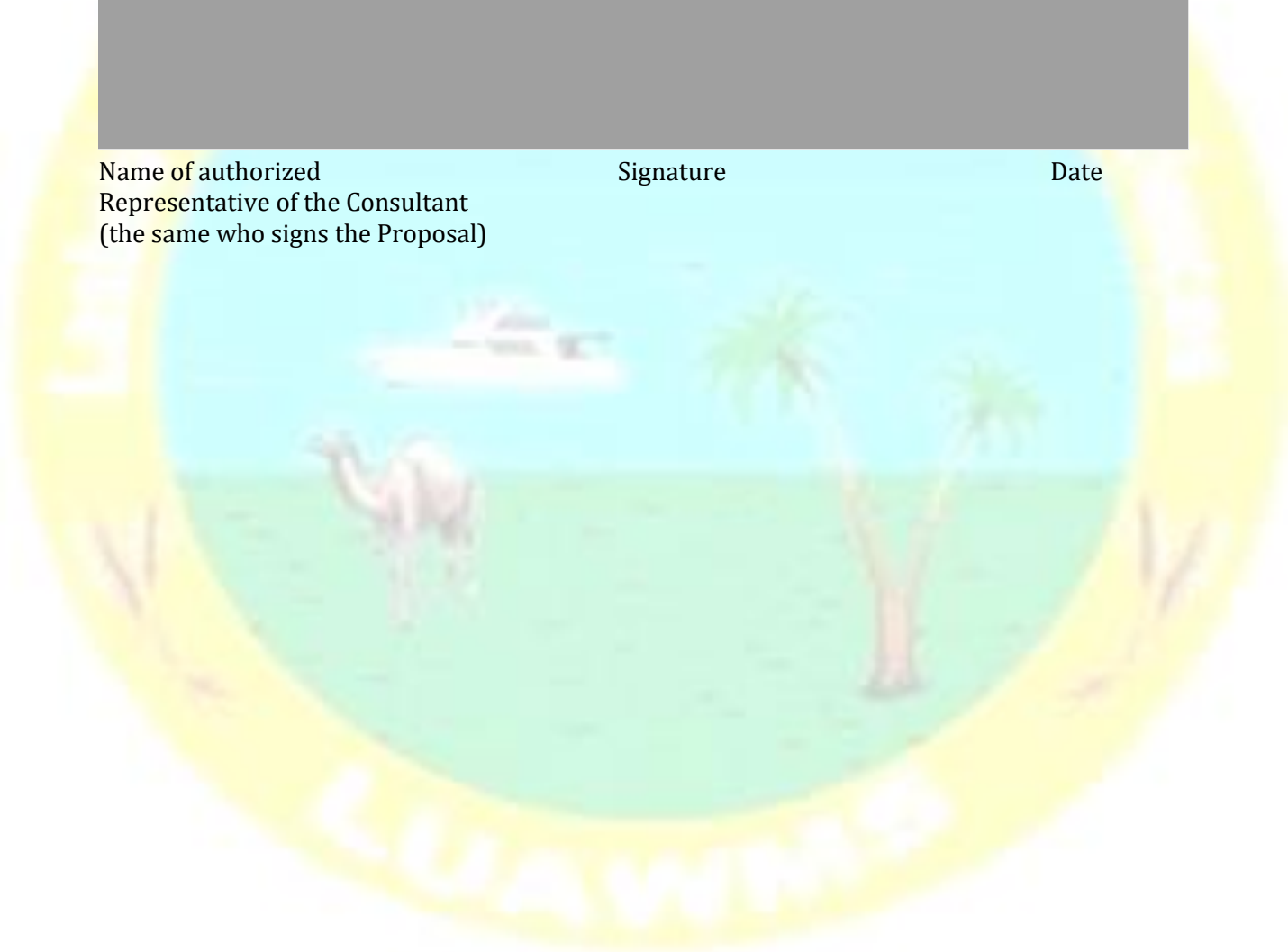
{Day/Month/Year}



Name of authorized
Representative of the Consultant
(the same who signs the Proposal)

Signature

Date



Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration, including “Financial Negotiations - Breakdown of Remuneration Rates” in the case of QCBS method

FORM FIN-1

FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [***Construction of Academic Block, Administration Block, Boys Hostel for 200 students, Girls hostel for 100 Students, Faculty hostel, Common facilities, External Development for wadh Campus, Residencies for Main Campus***] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [*Insert “including” or “excluding”*] of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 9.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

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

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs. Delete columns which are not used}			
				{Insert Local Currency}
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded				
(i) {insert type of tax e.g., VAT or sales tax}				
(ii) {e.g., income tax on non-resident experts}				
(iii) {insert type of tax}				
<u>Total Estimate for Indirect Local Tax:</u>				

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts.

A. Remuneration								
No.	Name	Position (as in TECH-6)	Person- month Remunerati on Rate	Time Input in Person/Mon th (from TECH- 6)	{Currenc y # 1- as in FIN-2}	{Currency # 2- as in FIN-2}	{Currency# 3- as in FIN- 2}	{Local Currency- as in FIN- 2}
_____	Key Experts	_____	_____	_____	_____	_____	_____	_____
K-1			[Home]	_____				
_____			[Field]	_____				
K-2				_____				
_____				_____				
_____				_____				
_____				_____				
_____				_____				
_____				_____				

FORMS OF CONTRACT

	Non-Key Experts							
N-1			[Home]					
N-2			[Field]					
	Total Costs							

Section – 5 TOR'S

TERMS OF REFERENCE

Establishment of Permanent Campus of LUAWMS at Wadh the following components:

1. *Construction of Academic Block*
 2. *Administration Block*
 3. *Boys Hostel for 200 students*
 4. *Girls hostel for 100 Students*
 5. *Faculty hostel*
 6. *Common facilities*
 7. *External Development for wadh Campus*
 8. *Residencies for Main Campus*
-
- i. Geo-Technical investigation of sites including field or laboratory tests, necessary for determining/recommending safe bearing capacity of the soil for the construction of various facilities such as ***“Construction of Academic Block, Administration Block, Boys Hostel for 200 students, Girls hostel for 100 Students, Faculty hostel, Common facilities, External Development for wadh Campus, Residencies for Main Campus”***.
 - ii. Report regarding soil/rock formation.
 - iii. Study/determination of the site with respect to seismic zoning.
 - iv. Hydrological of the site to determine feasibility against floods if required.
 - v. Implementation of by laws of local authorities, buildings and fire etc and general observance of architectural and engineering standards. Adopting of engineering codes

Preliminary Design Stage:

- vi. Evaluating the client's requirement analytically and technically for preparation/presentation of concept clearance plan to client/end users while designing and planning various components (***“Construction of Academic Block, Administration Block, Boys Hostel for 200 students, Girls hostel for 100 Students, Faculty hostel, Common facilities, External Development for wadh Campus, Residencies for Main Campus”***) of the project.
- i. Preparation/presentation of site plan, describing and illustrating preliminary architectural design/outline proposal i/c 3D views of above mentioned buildings.
- ii. Evaluating feedback of the client for further improvement in the design.

-
- iii. Making final presentation after incorporating feedback of the client.
 - iv. The architectural design of the above mentioned buildings should be in harmony with the architecture of LUAWMS
 - v. Approval of the final design from HEC and Planning commission by the client.
 - vi. Changes suggested by HEC and Planning commission will be incorporated by the consultant without any additional cost.

Design Development Stage of:

- 1. *Construction of Academic Block*
- 2. *Administration Block*
- 3. *Boys Hostel for 200 students*
- 4. *Girls hostel for 100 Students*
- 5. *Faculty hostel*
- 6. *Common facilities*
- 7. *External Development for wadh Campus*
- 8. *Residencies for Main Campus*

- 1. The Consultant shall prepare the following documents of (*"Construction of Academic Block, Administration Block, Boys Hostel for 200 students, Girls hostel for 100 Students, Faculty hostel, Common facilities, External Development for wadh Campus, Residencies for Main Campus"*) while taking into consideration the local specifications and guidelines of the national/local Construction/building regulations, laws, codes of practice in force in the country with particular emphasis on resistance to earthquakes , fire protection, environment and safety of persons using facilities and adjacent community, accessibility to the people with special needs, and hygienic conditions:

- I. Detailed architectural drawing of the above cited buildings.
 - II. Detailed structural drawings of the above cited buildings.
 - III. Detailed electrical drawings of the above cited buildings.
 - IV. Detailed drawings of networks for communications and other systems.
 - V. Detailed mechanical drawings of the above cited buildings.
 - VI. Detailed Plumbing drawings of the above cited buildings.
 - VII. Technical specifications covering all civil electrical mechanical related work of the above cited buildings.
 - VIII. Bill of quantities for each building of the above cited buildings.
 - IX. Tender Documents as per PEC relevant approved standards bidding documents of the above cited buildings.
 - X. External development including landscaping in harmony with the existing built environment of the university of the above cited buildings..
 - XI. Any other document necessary for the tender process & construction
-

permit of the above cited buildings.

Note:

- *Drawings should include Design / Working drawings and 3D models*
- *The Consultant shall conduct soil test on the site to determine its bearing capacities prior to carrying out the structural design of the project.*

Assistance for developing the tender documents:

- XII. Preparation of bidding documents for each package e.i. ***“Construction of Academic Block, Administration Block, Boys Hostel for 200 students, Girls hostel for 100 Students, Faculty hostel, Common facilities, External Development for wadh Campus, Residencies for Main Campus”*** included in the PC-I with specific provision to minimize disruption/damage to the environment and local settlements dues to construction.
- XIII. To assist the client in pre-qualification/post-qualification of Contractors by adopting standard procedures and relevant bidding documents as per rules.
- XIV. To prepare NIT as per requirement of the project. Preparation and signing of Bid Evaluation Report, including attending bid opening meeting.
- XV. Preparation, submission & signing of contract agreement with the contractor on the Prescribed PEC/PPRA 2004 standard format with the approval of LUAWMS.

Detailed Construction Supervision Stage of:

- i. ***Construction of Academic Block***
- ii. ***Administration Block***
- iii. ***Boys Hostel for 200 students***
- iv. ***Girls hostel for 100 Students***
- v. ***Faculty hostel***
- vi. ***Common facilities***
- vii. ***External Development for wadh Campus***
- viii. ***Residencies for Main Campus***
- ix. The quality and quantity assurance shall be the responsibility of the consultants being the Engineer In charge of the project.
- x. Fixation of actual date of commencement of the work at the site of buildings.
- xi. Full time supervision of the scheme since start of the work till final satisfactory completion of all components as mentioned in the above scope of the work.

-
- xii.** Developing and ensuring Quality Assurances mechanism as per Engineering/Architectural standards.
 - xiii.** Expediting progress at the site as per work plan & to take all possible measures to get the project completed within stipulated time period.
 - xiv.** Preparation & Presentation of monthly progress report or any review/report requested by the client of the project as per, approved format of the planning commission and other agencies.
 - xv.** Taking measurements of work done carried out by the contractor, preparation, submission and verification of interim payment certificates (IPC) including final bill, security and any other advances extended to the contractors/Subcontractor(if any) as per Government rules/standard procedure set by the department.
 - xvi.** In case of finished product, the consultant will be bound to provide his services for inspection of the finished products before delivery at the manufacturing site.
 - xvii.** The detailed construction supervision shall include planning, guidance, programming, inspection, monitoring of construction activities, contractor's performance, quality/quantity control, implementation of work plans, drawings, design and specification, preparation and verification of variation orders including drawing/sketches, correspondence with the contractor in capacity of the Engineer In charge, and 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 Govt. interest.

Record Keeping:

- i.** To take/verify measurement of above mentioned components and keeping appropriate records of these, which are to be in soft form as well as its record entry in standard Measurement book (MB) of the Government.
 - ii.** To maintain day to day project diary, correspondence and others which shall record all events pertaining to the administration of the contract, requests from and orders given to the contractors, and resolving queries arising in connection with execution of the works.
-

Safety:

- i. To supervise the contractor in all matters concerning safety and care of the works including environment health and safety requirements as per the details provided in the ESMP of HEC.
- ii. To direct the contractor to carry out all such work as may be necessary in the opinion of the Engineer to avoid or to reduce the risk in case of any emergency affecting the safety of life or of the works or of adjoining property and advise Client thereof as soon.
- iii. To ensure that the contractor complies with the provision of ESMP in true spirit

Overall contract Management:

- i. To arrange monthly review meetings with the contractors, client and others;
- ii. To carry out generally all the duties of the Engineer as specified in the construction contract;
- iii. To issue necessary notices to the contractor as may be required under the construction contract;
- iv. To process the contractor's possible claims as per contract agreement
- v. To issue a variation order up to permissible limit which has financial implications subject to prior approval in writing of the client
- vi. To determine extension of time based on cogent reasons, with or without liquidated damages, subject to prior approval of the client, with appropriate justification and record.
- vii. To advise/assist the client in case of any arbitration or litigation in court of law

Financial Management:

- i. To check the contractor's bills for the work done of the civil work components and issue Interim Payment Certificates.
- ii. To recommend to client any liquidated damages to be claimed from the contractor or other actions which should be taken against the contractor under the construction contract.
- iii. Consultant will be responsible for any incorrect measurement/subsequent payment.

Approval and certificates:

- i. To inspect the performance of the works with regard to workmanship and compliance with the specification and to order, to supervise or perform tests on materials and other work and to approve or disapprove the contractor's work and, if appropriate, his plant and equipment.
- ii. To certify work volume and Interim Certificates for payments.
- iii. To certify completion of part or all of the works, prepare punch list for payment to the contractors.
- iv. To order test of materials and completed works, and ordering removal of materials or works, which do not comply with specified requirements
- v. To order, if required, the uncovering of completed work and or the removal and substitution of proper materials and/or work.
- vi. To assist in the transfer of the project from the contractor to client.

Overall Project Management:

- i. To support client to carry out overall monitoring and feedback.
- ii. Overall management of the project on the Project management software as per the latest industrial trends.
- iii. To establish system for recording data and statistics for such monitoring.
- iv. To provide client with complete records and approved contractor's as built drawings for the work.
- v. To prepare completion report for the Project, including information on a contract-wise basis in a form acceptable to client and carry out project benefits monitoring and evaluation before and after civil works construction in accordance with the agreed format.

Post completion Stage:

- i. Submission of as built drawing/inventories/Project completion report/PC-IV after successful completion of the project/components.
 - ii. The consultants will periodically visit completed projects during the one year defect liability period for prompt & efficient maintenance work through the contractor.
-

- iii. Processing and recommendation of contractor's security after successful completion of Defect Liability period.
- iv. The consultant will be accountable for any defects or losses or damages as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work being the "Engineer In charge" of the Project.

REPORTING REQUIREMENTS

The Consultants shall submit the following reports (in both Hard & Soft copies):-

Submission/Reports	Number of Copies	Due Date
Detailed cost estimates of <i>Academic and Administration Block, Bachelor, Male and Female Hostels, Faculty and Staff Residences and for Common Facilities</i>	09	After 2 months of signing the contract agreement.
Structural design calculations(Hard/Soft) copies of <i>Academic and Administration Block, Bachelor, Male and Female Hostels, Faculty and Staff Residences and for Common Facilities</i>	03	After 2 months of signing the contract agreement.
Bidding Documents containing Tender Drawings, Conditions of Contract, Specifications Bill of Quantities, etc of <i>Academic and Administration Block, Bachelor, Male and Female Hostels, Faculty and Staff Residences and for Common Facilities</i>	07	Immediately after approval of Design by the competent forum
Bid Evaluation Report of <i>Academic and Administration Block, Bachelor, Male and Female Hostels, Faculty and Staff Residences and for Common Facilities</i>	03	Within a week time after opening of financial bid of the contractors
Detailed Architectural & Structural drawings of <i>Academic and Administration Block, Bachelor, Male and Female Hostels, Faculty and Staff</i>	07	Before actual commencement of work at the site.

<i>Residences and for Common Facilities</i>		
Detailed Cost Estimate, based on the Current Schedule of Rates PPWD, and market rates for non-scheduled items of <i>Academic and Administration Block, Bachelor, Male and Female Hostels, Faculty and Staff Residences and for Common Facilities</i>	03	Within 02 months after actual commencement of work at the site.
Progress Report(Hard/Soft) (Monthly) of <i>Academic and Administration Block, Bachelor, Male and Female Hostels, Faculty and Staff Residences and for Common Facilities</i>	03	On every 5 th day of the month.
Detailed Quarterly Reports of <i>Academic and Administration Block, Bachelor, Male and Female Hostels, Faculty and Staff Residences and for Common Facilities</i>	03	On 5 th day of completion of Quarter.
Variation order of <i>Academic and Administration Block, Bachelor, Male and Female Hostels, Faculty and Staff Residences and for Common Facilities</i>	03	Before execution at the site
Revised estimates if any of <i>Academic and Administration Block, Bachelor, Male and Female Hostels, Faculty and Staff Residences and for Common Facilities</i>	09	One Month after written instructions from the client.
Submission of as Built Drawings of <i>Academic and Administration Block, Bachelor, Male and Female Hostels, Faculty and Staff Residences and for Common Facilities</i>	03	One month after completion of project.
Handing/Taking over Certificate of <i>Academic and Administration Block, Bachelor, Male and Female Hostels, Faculty and Staff Residences and for Common Facilities.</i>	03	Immediately after completion of the project.
Project Completion Report.	03	On completion of Defect liability period.
PC-IV	03	On completion of Defect liability period.

Monthly reports and other reports as applicable to include schedules of contract payments and variation orders, graphical representation of progress against programme, based on the approved contract schedules, charts of physical progress on major items, relevant photographs and details of impediments to the work and proposals for overcoming these. Response to Monitoring and Evaluation, audit and other forum seeking information.

DETAILS OF KEY STAFF

A) PROPOSED PROJECT STAFF FOR DESIGN PHASE

S.NO	DESIGNATION	QTY	EXPERIENCE
1	Team Leader/Project Manager	1	Professional Engineer (Civil) with 10 years min. relevant experience
2	Structural Engineer	1	Professional Engineer (Civil) with 10 years min. relevant experience
3	Architect	1	Professional Architect with 10 years min. relevant experience
4	Site	1	Professional Civil Engineer with 10 years min. relevant experience
5	Mechanical Engineer	1	Professional Mechanical Engineer with 10 years min. relevant experience
6	Electrical Engineer	1	Professional Electrical Engineer with 10 years min. relevant experience
7	Public Health Engineer	1	Professional Public Health Engineer with 10 years min. relevant experience

B. PROPOSED PROJECT STAFF (DETAILED SUPERVISION STAGE):

S.NO	DESIGNATION	QTY	EXPERIENCE
1.	Resident Engineer	1	Professional Civil Engineer with 10 years min. relevant experience
2.	Assistant Resident Engineer	1	Professional Civil Engineer with 5 years min. relevant experience
3.	Site Engineer/Site inspector	2	DAE Civil with minimum 5 year relevant experience
4.	Surveyor	2	DAE Civil with minimum 5 year relevant experience
5.	Quantity Surveyor	1	DAE Civil with minimum 5 year relevant experience

Note:- Staff hiring/removal for the project concerned for the Design & Construction supervision and maintenance stage will be subject to prior approval of the client.

Estimated Man months of key and other personnel

Sr.No.	Detail of Key Personnel	MM
1	Team Leader/Project Manager	12
2	Structural Engineer	04
3	Chief Architect	04
4	Geotechnical Engineer	01
5	Mechanical Engineer	01
6	Electrical Engineer	03
7	Public Health Engineer	02
8	Resident Engineer	24
9	Assistant Resident Engineers (2)	22
Sub-Total		66

S.No	Detail of Technical Staff	MM
10	Site Engineer (02)	24
11	Surveyor (1)	08
12	Quantity Surveyor (1)	22
Sub-Total		134

Note: the consultant has to ensure availability as per above approved HR plan. In case of any deviation the client has the right to deduct the questionable amount from the IPC of the consultant.

Qualification and Experience of Consultant's Key personnel

Consultant will assign adequately qualified personnel to carry out the implementation of project as described in TOR. The key personnel should possess the qualifications and experience as indicated in following.

1. Team Leader / Project Manager

He should be at least graduate in civil Engineering from Recognized University. If master's in civil Engineering or other related engineering fields would be given additional weightage.

He should have specific experience of working in senior-techno position with at least 10 year as Team Leader on relevant projects. The incumbent should have minimum experience of 25 years in related activities. He should be able to lead the team of the consultant and assist LUAWMS in timely completion of the services with a quality output. Maximum age will be 65.

2. Geotechnical Engineer

He should have MS in Geo-technical Engineering or M Sc in geology from recognized university. He should have at least 15 year overall experience with minimum 10 year in building projects.

3. Chief Architect

The incumbent should have bachelor degree in Architecture duly registered with PCATP, having at least 15 years relevant experience.

4. Structural Engineer

He should have at least Master in structural Engineering from recognized university. He must have excellent experience in structural design. He should have at overall experience of 15 years with 10 years' experience in design of structures of related discipline.

5. Public Health Engineer

He should have at least M.S in Public Engineering from recognized university. He should have at least 10 years' experience in design/execution in related discipline.

6. Mechanical Engineer

He should have at least Master in mechanical Engineering from recognized university. He should have 10 years' experience in related discipline.

7. Electrical Engineer

He should have at least M.S in Electrical Engineering from recognized university in relevant field. The incumbent should have overall experience of 10 years with minimum of 5 years expertise in solar energy.

8. Resident Engineer

He should be at least B.E in civil from Recognized University. If MS in civil Engineering or other related engineering fields would be given additional weight age.

The incumbent should have minimum experience of 15 year in relevant field. He should be able to lead the team of the consultant and assist LUAWMS PMU in timely completion of the services with a quality output.

9. Assistant Resident Engineer

He should be at least BE in civil from Recognized University.

The incumbent should have minimum experience of 5 year in relevant field. He should be able to assist LUAWMS PMU in timely completion of the services with a quality output.

10. Site Engineer

He should have at least DAE in civil Engineering from reputed institution.

The incumbent should have minimum experience of 5 year in relevant field.

11. Quantity Surveyor

He should be at least DAE in civil Engineering from reputed institution.

The incumbent should have minimum experience of 5 year in relevant field with additional skill in computer literacy.

Factors for Evaluation of Consultant Technical Proposals

1. The weightage given to the Technical & Financial proposals are:

Technical:	80
Financial:	20
2. Formula for evaluation of consultant's technical proposals will be as follows:-

	MARKS
I. EXPERIENCE AND STANDING	20
II. PERSONNEL	50
III. APPROACH AND METHODOLOGY	30
TOTAL	<u>100</u>

S.No	Description	Max weight
I	FIRM'S EXPERIENCE(10)	
	a) Number of 5 similar projects undertaken. For less than 3 projects marks should be allocated accordingly.	15
	b) Consultancy Cost of these projects same as magnitude of the project.	05
	Sub Total-I	20
II	APPROACH AND METHODOLOGY (40)	
	a) Understanding of Objectives	05
	b) Quality of Methodology	05
	c) Work Plan & Manning Schedule	10
	d) Innovativeness	05
	e) Proposal Presentation	05
	Sub-Total-II	30
III	PERSONNEL(50)	50
	Total (I=II+III)	100

III PERSONNEL (50)

A	Key personnel	Max Weightage (50 Marks)
1	Team Leader/Project Manager	12
2	Structural Engineer	3
3	Chief Architect	4
4	Geotechnical Engineer	2
5	Electrical Engineer	3
6	Public Health Engineer	2
7	Mechanical Engineer	2
8	Resident Engineer	12
9	Assistant Resident Engineer	10
	Sub Total (A)	50

Key Personnel(Supervision Staff)	
Project Manager/ Resident Engr/ARE	
a. General Qualification	

i. Basic Degree (Bachelor)	25%
ii. M.Sc	05%
Sub Total (a)	30%
b. Adequacy for Assignment /Experience	
i. General Experience	15%
ii. Similar Experience	20%
iii. Specific Project Experience	10%
iv. Status with firm	05%
v. Local language	05%
vi. Working as PM /RE/ ARE on related projects	15%
Sub Total(b)	70%
Total (1) (a+b)	100%
2. Key Personnel(Design staff)	
a. General Qualification	
i. Basic degree (Bachelors)	25%
ii. M.Sc	5%
Sub Total(a)	30%
b. Adequacy for Assignment / Experience	
i. General Experience	20%
ii. Similar Experience	30%
iii. Specific Project Experience	10%
iv. Status with firm	05%
v. Local language	05%
Sub Total(b)	70%
Total (a+b)	100%

FORM OF CONTRACT

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FORM OF CONTRACT

CONSULTANCY AGREEMENT

Name of Work:

“Establishment of Permanent Campus of Lasbela University Of Agriculture, Water & Marine Sciences (LUAWMS) at Wadh”

This CONTRACT (hereinafter called the "Contract") is made on the ___ day of the month of _____ 2023, between, on the one hand **The 202 P&D, Lasbela University Uthal** (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, **M/S: _____** 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, 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;


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. (This agreement contains 39-pages that may be referred to in the preceding Article).

For and on behalf of Lasbela University Uthal, Baluchistan	For and on behalf of M/s XYZ
Represented by	
Additional Director, P&D Lasbela University Uthal, Baluchistan	The Executive Director, M/SXYZ
WITNESS	WITNESS
Signatures_____ Name _____	Signatures_____
_____	Name: _____
Designation_____	Designation: _____
N.IC _____	NIC _____

GENERAL CONDITIONS OF CONTRACT

1. **GENERAL PROVISIONS**
 2. **COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**
 3. **OBLIGATIONS OF THE CONSULTANTS**
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 5. **OBLIGATIONS OF THE CLIENT**
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 7. **SETTLEMENT OF DISPUTES**
 8. **INTEGRITY PACT**
- 

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) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
 - (j) "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;
 - (k) "SC" means the Special Conditions of Contract by which the GC is amended or supplemented;
 - (l) "Services" means the work to be performed by the Consultants pursuant to this Contract;
 - (m) "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;
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- (n) "Third Party" means any person or entity other than the Client, the Consultants or a Sub-consultant; and
 - (o) "Project" means the work specified in SC for which engineering consultancy services are desired.
 - (p) "Contractor" 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 above 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 four (04) weeks 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

i. 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.

ii. 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 proceeding pursuant to Clause 7 hereof.

iii. 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.

iv. 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.

v. 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

i. 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.

ii. 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.

iii. Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within (02) years 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.

iv. 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 (01) year from the stipulated date of completion of construction or after three (03) 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.

v. 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.

vi. 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 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.

vii. Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in the RFP documents.

viii. 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.

ix. 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.

x. 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

i. 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. The Key Personnel and Sub-consultants listed by title and/or by name, as the case may be, are deemed to be approved by the Client.

ii. 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;
- (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 therefore, 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

I. Assistance, Coordination and Approvals

i. 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, available 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.

ii. 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.
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- (b) Coordinate with any other consultants employed by him.

iii. 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.

II. 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.

III. 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.

IV. Services and Facilities

The Client shall make available to the Consultants, Sub-consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described at the times and in the manner specified in the RFP documents, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

V. 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 2.8, 2.9 and 3.0 of this Contract.

6. PAYMENTS TO THE CONSULTANTS

I. 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 RFP documents. Other reimbursable direct costs expenditure, if any, is specified in the SC. The Contract Price may only be

increased above the amounts stated in Sub-Clause 2.8 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4, or 6.6..

II 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.

III 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.

IV Period of Payment

- (a) Payments to the Consultants shall be affected within the period specified in the SC, after the 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.

V Delayed Payments

If the Client has delayed payments, without assigning any reasonable charges of shortfalls on the part of consultants or otherwise, beyond the period stated in paragraph of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the Special Condition (SC).

VI Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in RFP documents;
 - (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.
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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 if 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.

VII 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

I 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.

II 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

I 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 part of this Form of Contract, then the Client shall be entitled to:

- i. 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;
- ii. Terminate the Contract; and
- iii. 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.

SPECIAL CONDITIONS OF CONTRACT

Definitions

- 1.6 Authorized Representatives
- 1.7 Taxes and Duties
- 1.8 Leader of Joint Venture
- 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
- 2.6 Extension of Time for Completion
- 3.5 Consultants' Actions Requiring Client's Prior Approval
- 3.7 Documents Prepared by the Consultants to be the Property of the Client
- 5.1.1 Assistance
- 5.1.2 Coordination
- 5.1.3 Approvals
- 6.2 Contract Price
- 6.3 Terms and Conditions of Payment
- 6.4 Period of Payment
- 6.5 Delayed Payment
- 7.2 Dispute Settlement

6.2 (a) Only local currency is used i.e. Pak Rupees

1.1 Definitions

(p) "Project" means "

**"Establishment of Permanent Campus of Lasbela University Of
Agriculture, Water & Marine Sciences (LUAWMS) at Wadh"**

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

**Additional Director
P&D,
LUAWMS Uthal,
Baluchistan.**

Telephone: 0853-610905

For the Consultant: Executive Director,

M/S: _____

Telephone: _____

Fax: _____

Email: _____

1.7 Taxes and Duties

Payment of Taxes and Duties will be the responsibility of the Consultants in accordance with Pakistan Tax Laws.

1.8 Leader of the Joint Venture: the leader of Joint Venture is

2.1 Effectiveness of Contract

The contract shall come into force and effect on the date of the client's notice to the consultants instructing the consultant to begin carrying out the services pursuant to clause 2.3 below.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be (30) days or such other period as the parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the Services for Design Phase within Fifteen days (15) days after the signing the contract agreement between the parties. The commencement of construction supervision services shall be the date as per actual commencement of work at the site by the contractor.

2.4 Expiration of Contract

The period of completion of Services shall be:-

- I. Design Phase:** 04-months: starting within 15days after signing of the contract agreement between the parties.
- II. Construction Supervision Phase:** 24-months: starting from the date of actual commencement of work at the site by the Contractor till verification of final bill of the contractor.
- III. Post completion Phase:** starting from the date of issuance of taking over certificate till expiration of Defect liability period for the work.
- IV. "Completion of Services"** means final deliverable of the project to the client.

1.4 Liability of the Consultants:

- I.** The client is obliged to rely on the information, submission, reporting, recommendations and advices made by the consultants or their sub-consultants, for the consequences thereof, the consultants shall be responsible and they shall make the client harmless.
- II.** The consultants shall be responsible for, and shall indemnify the client from and against any and all risk, claims, liabilities, obligations, losses, damages, penalties, action, judgment, suites, proceedings, demands, cost,

expenses and disbursement whatsoever nature that may be imposed on, incurred by or asserted against the client arising from the negligent acts of the consultants in the performance of professional services under this contract.

- III. The consultants shall afford response and defense to any question, observation, loss, damages and claims arising out of their working, performance, act and proceedings, in any forum and shall be held responsible to bear the consequences of such transactions, proceedings and approvals.
- IV. The consultants shall furnish performance security equal to Ten percent (10%) of the contract price stated in the Letter of Acceptance (LOA) in the form of insurance guarantee issued by Insurance Company having at least AA rating from Pakistan Credit Rating Agency (PACRA)/ Japan Credit Rating (JCR) in favor of the client valid for completion services.
- V. Ten percent of the amount of invoices of the consultants will be retained till
Completion of the defect liability period.

1.5 Insurance to be taken out by the consultants:

The risks and the coverage shall be as follows:

Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the contract.

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:
 - a) Additional items of Works as determined by the Engineer to be necessary for the execution of Works.
 - b) 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.
 - c) 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
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Conditions of Contract of the Construction Contract.

- a) Adverse Physical Conditions and Artificial Obstructions
 - b) Suspension of Works
 - c) Bonus and Liquidated Damages
 - d) Certificate of Completion of Works
 - e) Defects Liability Certificate
 - f) Forfeiture
 - g) Special Risks
 - h) Frustration
- vi) Final Measurement Statement
- vii) Release of Retention Money
- viii) Approving extension of time.

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.

3.10 Accounting, inspection and auditing: The consultants shall keep accurate and systematic accounts and records in respect of the project with internationally accounting and book keeping principles, clearly identifying all charges, costs, approvals and payments devices in accordance with the provision as contained in the Audit Manual, Audit Code and Government Financial Code and Regulations.

4.3 Approval of personnel: The consultants shall employ/deploy suitable key personnel on the project from their existing regular /contract staff or they shall employ suitable and qualified personnel from open market on contract basis for the currency of the project, duly approved by the Client.

4.6 The Engineer: The Project Manager/ Resident Engineer or their successor duly nominated by the consultants shall act as "The Engineer Incharge"

Name _____ Address _____ of the Consultants' Engineer Incharge.

5.1.1 Assistance

The Client shall make available immediately after issuance of letter of Award, all existing data, information, studies and reports available with Client and other inputs to assist the Consultant in obtaining permits needed to carry out the services and make available relevant project data and reports.

5.1.2 Coordination

The Client shall assist the Consultant in obtaining any data, approval / clearance relating to the services as required from the concerned departments and other agencies such as (but not limited to):

1. Local Government
2. K Electric
3. SNGPL
4. PTCL etc.
5. Any other agent

5.1.3 Approvals

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

6.2 Contract Price

The contract price is defined as “quoted lump sum cost as per financial proposal”. The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum cost includes all Salary Cost, Direct Cost (Non Salary Cost, overheads & Contingencies & there will be no additional payment admissible on part of the client).

The service provided by the consultants shall be assumed as target oriented/performance based.

If the consultant fails to complete any activity or part of activity the client reserve the right to execute the same at the consultant risk & cost

The break-up of Total Consultancy fee shall be as under:-

S.No.	DESCRIPTION	Cost	
		Rs. In figures	In Words
1	Consultancy Charges for Feasibility & Design Stage		
2	Consultancy Charges for Supervision Stage		
	Total Lump Sum Cost (1+2)		

6.3 Terms and Conditions of Payment

For Feasibility, Planning and Design Phase:

Remunerations for Feasibility and design services will be payable as under:

1		
2		
3		
4		
5		
6		
7		
8		

9		
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For Construction Supervision Phase:

Remunerations of the Construction Supervision phase will be payable as under:-

Notes: Adjustment in remuneration for construction supervision services payments shall be made in the following scenario as follows:-

- I. It is agreed if any staff member of the consultants during design or supervision phase is not available due to any reason, whatsoever the client shall be at liberty to make deductions from the Consultants bills.
- II. The consultancy supervision fee after expiry of the scheduled completion period, due to delay caused on the part of the contractor, if claimed by the consultants and found justified by the LUAWMS PMU authorities, consultancy charges for the remaining work will be borne by the contractor.
- III. Retention money @ 10% of every bill shall be retained till successful completion of Defect liability Period and will be released upon issuance of Defect liability Certificate.

6.4 Period of Payment

All other payments shall be made to the Consultant within twenty-eight (28) days of submission of invoice.

6.5 Delayed Payment

If the client has delayed payments, without assigning any reasonable charges of shortfalls on the part of consultants of otherwise, beyond (28) Twenty Eight days, as in 6.4(b) above, financing charges shall be (05 %) Five percent per annum of the outstanding amount.

7.2 Dispute Settlement

Venue of arbitration shall be LUAWMS-Uthal, Lasbela, Baluchistan and the courts located only in Baluchistan shall have jurisdiction in the matter.