

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Phone # (021) 99261261-68 (Ext 2471 & 2501) Fax: 99261255 Email: <u>dp@neduet.edu.pk</u> Website: <u>http://www.neduet.edu.pk</u> "Say No to Corruption"



Director Procurement

No. DP/ COS-149306/8061/ 2774 January 03, 2022

REQUEST FOR PROPOSAL (RFP)

NEDUET intends to appoint reputable Consultants/ Consulting Firms registered with Pakistan Engineering Council, Income Tax Department and Sindh Revenue Board (SRB) as per SPPRA Rules 2010 (amended upto date) for the work **"Development of Hockey Ground and Allied Works at NEDUET"**. The cost of civil works is around Rs. 90 million. The funds are sanctioned as Grant-in-Aid from outside the budget during the financial year 2021-22. The schedule of invitation of bid is as under:

Name of Work:

Detailed Engineering Design, Drawing, documentation and detailed supervision of development of Hockey Ground with Synthetic Turf and Allied Works at NEDUET

Start Date of	Last Date of	Submission	Opening	Venue of Bid	Tender Fee
Sale	Sale	Date/Time	Date/Time	Opening	
11-01-2022	26-01-2022	27-01-2022 10:00 am	27-01-2022 10:30 am	New Administration Building, 2 nd Floor, CCEE(NED Academy), Main Campus	3,000/-

The bids shall comprise a single package containing "Financial Proposal" and the "Technical Proposal" in separate sealed envelopes.

Method of Selection:

The method is "Least Cost Selection (LCS)"

Collection of RFP Documents:

The RFP Document can be obtained from the office of the ADP-II, NEDUET, Main Campus, against the written request on deposition of tender fee in shape of pay order in favor of "Director Finance,

NEDUET", on all working days during office hours. RFP Document can also be obtained by post against pay order of Rs. 800/- as Courier Charges in addition to tender fee.

Earnest Money:

The Earnest Money @ 2% of the quoted amount should be deposited in the form of Pay Order / Demand Draft issued by any scheduled Bank in favor of "Director Finance, NEDUET, Karachi". Pay Order / Demand Draft of Earnest Money must be placed in the envelope of Financial Proposal.

Submission of Bid:

The Sealed RFP duly completed and addressed to Director Procurement must reach or be dropped in the Tender Box placed in the Office of Assistant Director Procurement-II, Main Campus, which shall be opened on the same day according to above schedule in presence of bidders or their representatives who may wish to be present. **Financial proposal of only technically qualified bidders will be opened.** In case of any disturbance, the bids will be received and opened on next working day as per schedule. Bidders are requrested to give their best and final prices as no negotiations are permitted. RFP containing detailed terms and conditions are available at Websites <u>www.neduet.edu.pk/tenders</u> and <u>www.ppms.pprasindh.gov.pk</u>. The Procuring Agency may reject any or all bids subject to the relevant provisions of SPPRA rules 2010 (Amended upto date).

03/01/2022

ISSUED ON:

ISSUED TO: _____

NED UNIVERSITY OF ENGINEERING AND TECHNOLOGY, KARACHI







REQUEST FOR PROPOSALS (RFP) FOR SELECTION OF CONSULTANT

TENDER NO.: PC(Hockey)/NED/CONSULTANT/01/8061/22

DEVELOPMENT OF HOCKEY GROUND AND ALLIED WORKS

Procurement Cell

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SECTION: I

LETTEROF INVITATION

REQUEST FOR PROPOSAL (RFP)



NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Phone # (021) 99261261-68 (Ext 2471 & 2501) Fax: 99261255 Email: <u>dp@neduet.edu.pk</u> Website: <u>http://www.neduet.edu.pk</u> "Say No to Corruption"



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Name of Work: Detailed Engineering Design, Drawing, documentation and detailed supervision of development of Hockey Ground with Synthetic Turf and Allied Works at NEDUET Tender No. PC(Hockey)/NED/CONSULTANT/01/8061/22					
Start Date of Sale	Last Date of Sale	Submission Date/Time	Opening Date/Time	Venue of Bid Opening	Tender Fee
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The Earnest Money @ 2% of the quoted amount should be deposited in the form of Pay Order / Demand Draft issued by any scheduled Bank in favor of "Director Finance, NEDUET, Karachi". **Pay Order** / **Demand Draft of Earnest Money must be placed in the envelope of Financial Proposal.**

Submission of Bid:

The Sealed RFP duly completed and addressed to Director Procurement must reach or be dropped in the Tender Box placed in the Office of Assistant Director Procurement-II, Main Campus, which shall be opened on the same day according to above schedule in presence of bidders or their representatives who may wish to be present. **Financial proposal of only technically qualified bidders will be opened.** In case of any disturbance, the bids will be received and opened on next working day as per schedule. Bidders are requrested to give their best and final prices as no negotiations are permitted. RFP containing detailed terms and conditions are available at Websites <u>www.neduet.edu.pk/tenders</u> and <u>www.ppms.pprasindh.gov.pk</u>. The Procuring Agency may reject any or all bids subject to the relevant provisions of SPPRA rules 2010 (Amended upto date).

Director Procurement

Section II. Instructions to Consultants – Data Sheet

SECTION: II

INSTRUCTIONS TO CONSULTANTS

Instructions to Consultants

Definitions

- (a) "Procuring Agency (PA)" means NED University of Engineering and Technology, Karachi 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, all other works related for construction activities
- (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 Sindh.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides 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 agency to the Consultant.
- (i) "Proposal" means the Technical Proposal and the Financial Proposal.
- (j) "RFP" means the Request for Proposal prepared by the procuring Agency for the selection of Consultants.
- (k) "Sub-Consultant" means any person or entity to whom the Consultant subcontracts any part of the Services.
- (1) "Terms of Reference" (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

1. Name of Work		Detailed Engineering Design, Drawing, documentation and detailed supervision of development of Hockey Ground with Synthetic turf and allied works at NED University
2. Introduction	2.1	NED University desires to select a consulting firm/organization, in accordance with the method of selection specified in data sheet.
	2.2	The Technical and Financial Proposal are invited through this RFP on single stage two envelope procedures. The financial proposal of the technically qualified consultants will be opened. The Financial proposals of the lowest bidder 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 may contact with PA'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 PA reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
3. CONFLICTS 3.1 Conflict of Interest	3.1.1	Consultants are required to provide professional, objective, and impartial advice and holding the 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 Agency, 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 agency 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 or services 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 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 Agency

	(iii) A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.
3.2 Conflicting Relationships	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 agency 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 Agency follows the instructions contained in Sindh Public procurement Rules 2010 which defines:
	"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission ,including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;
	Under Rule 35 of SPPR 2010, "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".
5. Integrity Pact	Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto
6. Eligible Consultants	The single stage two envelope procedure of SPPRA 2010 shall be used where the bids are to be evaluated on the basis of Technical Proposal and work will be awarded to lowest evaluated financial bid.
7. Eligibility of Sub- Consultants	A selected Consultant would not be allowed to associate with Consultants who have failed to qualify at technical stage.
8. Only one Proposal	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. Proposal Validity	9.1	The proposal submitted by the consultant should be valid for 90 days
		from the date of opening of financial proposals, during this period
		consultant shall maintain the availability of Professional staff nominated
		in the Proposal. The Procuring Agency will make its best effort to
		complete negotiations within this period. Should the need arise; however,
		the Procuring Agency may request Consultants to extend the validity
		period of their proposals. Consultants who agree to such 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.

- 9.2 Consultants shall submit required bid security along with Financial Proposal defined in the data sheet
- 10.1 Consultants may request for a clarification of contents of the bidding **10.** Clarification and document in writing, and procuring agency shall respond to such Amendment in **RFP** Documents queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.
 - 10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 11. Preparation of 11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP.
 - 11.2 The consultants are encourage to coordinate any query with Representative of Procuring Agency

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. **13.1 Technical Proposal requirement**

13. Technical **Proposal Format** and Content

Proposals

12. Language

13.1.1 If a Consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with the individual consultant and/or other firms or entities in a joint venture or sub consultancies, as appropriate

13.1.2 General Information

Consultant should provide following information & documents.

- i. Name of the Firm with address, Telephone, e-mail & Fax No. and date of establishment of Firm
- Registration with PEC and/or PCATP for the current year ii.
- iii. Details of origination including CV of Technical personnel permanently employed
- List of similar project alongwith cost, completion date and name of client iv.
- Details of present enlistment with Government / Semi Government, v.

Autonomous Bodies with documentary evidence

- vi. Present work load and commitments.
- vii. Specific experience of the Consultant relevant to the assignment
- viii. National Tax Number
- ix. Registration with Sales Tax Department/Sindh Revenue Board (SRB) for the current year.
- x. Affidavit that company has never been black listed from any department/ organization.
- 13.1.3. Particular Information for Proposed work at NED University

This Proposal shall include the following:

- (a) Technical details of the works.
- (b) Time Schedule of works for different phases.
- (c) Detailed Technical Report comprising of salient features of different services proposed in the works.
- (d) Methodology of working for different scope of works as required.
- (e) The names and resume of Architect, Structural, Plumbing, HVAC and Electrical Engineers (if required) to be involved in the works.
- 14.1 **The Financial Proposal** shall be prepared considering the scope and measure of the work and should include all Taxes and Duties. The Financial proposal shall be opened of **technically qualified** consultant on the basis of their technical proposal. The consultancy charges both for Design and Supervision will be paid on the basis of percentage of work award cost.

14.2 Financial Proposals requirement

Financial Proposal of only **Technically Qualified** Consultants will be opened on the date and time to be specified later and Financial Proposals shall include Professional fees on percentage of estimated cost basis for the following services:-

- a) Soil Investigation/surveys & Preliminary/Schematic Drawings Phase.
- b) Design Development Phase.
- c) Construction Documents Phase.
- d) Supervision Phase: detailed Supervision of Construction.

The Financial proposals of the unsuccessful bidder shall be returned unopened.

14.3 Resident Site Staff

The following full time staff will be required for a period of 12 months for detailed supervision of Civil Works.

Civil Engineer	01
Site Inspector	01

14. Financial Proposals

15. Taxes The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority. 16. Submission, 16.1 Proposal shall contain no interlineations or overwriting and submitted **Receipt.** and accordingly: **Opening of Proposals** 16.2 The bid shall comprise a single package containing two separate (a) envelopes. Each envelope shall contain separately the Financial Proposal and the Technical Proposal: The envelope shall be marked as "FINANCIAL PROPOSAL" and (b) "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion; Initially, only the envelope marked "TECHNICAL PROPOSAL" (c) shall be opened; Envelope marked "FINANCIAL PROPOSAL" shall be retained (d) in the custody of the Procuring Agency without being opened; (e) Procuring Agency shall evaluate the technical proposal in manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements; No amendments in the technical proposal shall be permitted during (f) the technical evaluation; Financial Proposals of technically qualified bidders shall be (g) opened publically at the time, date and venue announced and communicated to the bidders in advance; (h) Financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and Bid found to be the lowest evaluated or best evaluated bid shall be (i) accepted. From the time the Proposals are opened to the time the Contract is awarded, the **17. Proposal** Evaluation Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the

18. Evaluation of
Technical
Proposals18.1 The evaluation committee shall evaluate the Technical Proposals18.1 The evaluation committee shall evaluate the Technical Proposalsthe basis of their responsiveness to the Terms of Reference, applying
the evaluation criteria and point system specified below :

technical evaluation is concluded.

Proposal Evaluation

a). Parameter for Technical Evaluation Minimum Qualifying Marks / Minimum Technical Score = 60 marks

Assessment/Evaluation Criteria

	(i) Valid registration of Firm with PEC and/or PCATP
ELIGIBILITY	(ii) Valid Registration with FBR(iii) Valid Registration with SRB

TECHNICAL EVALUATION

i)	Profile of the Firm	
	 Name, address, telephone, fax number and email address of firm Ownership, organization structure and year of establishment Minimum five years experience - 05 points One point for each additional year maximum upto 15 points 	15 Points
ii)	Office – Consultant to provide address, phone numbers and contact person at each office. Office in Karachi - 10 Points	10 Points
	Office other than Karachi - 5 point	
iii)	Financial Standing of the Firm	10 Points
	Average Annual Consultancy fee for Design & Supervision of Project designed and planned by the consultant For the last 5 years - Consultants to provide documentary evidenceRs. 05 million & above- 10 pointsBetween Rs. 03 to 05 million- 08 pointsLess than Rs. 03 million- 05 points	
iv)	Specific experience of the Consultant relevant to the assignment Experience in designing a. Synthetic Hockey ground/ Football ground 03 project -30 marks 02 project -20 marks 01 project -10 marks	30 Points

(v)	Adequacy of the proposed methodology and work plan in response to Particular Information for Proposed work	10 Points
	a) Technical details of the works05 Points	
	b) Time Schedule of works for different phases03 Points	
	c) Methodology of working for different scope of -02 Points works as required	
vi)	Professional staff requirement	
	a) Design Team Design Engineer –expert in synthetic ground (Registered with PEC) with 05 or more years' experience	10 points
	 Masters in Civil Engineering 05 B.E Civil 03 	
	Architect – (Registered with PCATP) with 05 or more years' experience • M.Arch 05	
	• B.Arch 03	
	b) Supervision Team	
	Engineer proposed for this project: BE(Civil) with 10 years' experience	10 Points
	Each Project of Hockey ground02-Points05 or More10-Points	
	 c) Site Inspector (01 No) D.A.E (Civil) with 8 years experience in ground related works 5 or more projects Full 5 points for Site Inspector 	05 Points

Each responsive proposal will be given a technical score based on above Criteria. A proposal shall be rejected at this stage if it fails to achieve the minimum Technical Score

18.2 After the technical evaluation is completed, the PA shall notify in writing to Consultants that have secured the minimum qualifying marks, the date, time and location, 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 un opened.

- 19. Evaluation of
Financial19.1 Financial Proposals of technically qualified consultant shall be opened
publicly in the presence of the Consultants' representatives who choose
to attend.
 - 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.
 - 19.3 Least Cost Selection (LCS) Method will be followed. The bid of technically qualified bidders found to be the lowest evaluated bid shall be accepted.
- **20. Negotiations** Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- **21. Technical negotiations** Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization, staffing etc.
- 22. Financial The financial negotiations will include a clarification (if any) of the firms 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.
- 23. Availability of Professional staff/experts
 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that

Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

- **24. Award of Contract** 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, valuation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
 - 24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.
 - 24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- **25. Confidentiality** 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

1	Name of the Assignment is:Detailed Engineering Design, Drawing, documentation and detailed supervision ofdevelopment of Hockey Ground with Synthetic turf and allied works at NED UniversityThe Name of the PA's official :Director ProcurementAddress: NED University of Engineering and Technology, KarachiTelephone: 99261261-68 (Ext:2491)Facsimile: 99261255
	E-mail: dp@neduet.edu.pk
2	The method of selection is: Least Cost Selection (LCS) Method Least Cost Selection (LCS). The procedure for opening of proposals will follow the principles of SPPRA's Single Stage Two envelope bidding procedure for open competitive bidding, which is presented as follows: -
	 (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal
	(<i>ii</i>) The envelope shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion.
	(iii) Initially, only the envelope marked "TECHNICAL PROPOSAL" be opened and the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened.
	(iv) The procuring agency shall evaluate the technical proposal in a manner prescribed in advance in the RFP, without reference to the price and reject any Technical Proposal which manifests material deviation from the specified requirements.
	(v) During the technical evaluation, no amendments in the technical proposal shall be permitted. After the evaluation and approval of the TECHNICAL PROPOSAL, the procuring agency, shall at a time within the bid validity period, publicly open the FINANCIAL PROPOSALS of the technically qualified firms at a time, date and venue announced and communicated to the Consultants in advance for the attendance of their authorized representative duly notified in advance.
	(vi) The financial proposals of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
	(vii) Bid found as lowest responsive bid shall be accepted.
3	The PA will provide the following inputs and facilities: Space for Site Office for supervisory staff
4	Space for site Office for supervisory staff The Proposal submission address is: Office of Director Procurement, NED University Main Campus, University Road, Karachi
5	Proposals must be submitted no later than the following date and time: Date : Time: A.M

6	Expected date for commencement of consulting services
	Immediately after signing the contract agreement at NED University Main Campus,
	University Road Karachi
7	Proposals validity shall be 90 days from the date of opening of Financial Proposal
8	Amount of bid security is 2% of the bid amount in favour of Director Finance NEDUET in
	shape of Pay order/ Demand Draft or Bank Guarantee issued by scheduled bank of Pakistan
	to be placed in separate sealed envelope alongwith the Financial proposal
9	Clarifications may be requested not later than five days before the submission date.
	The address for requesting clarifications is:
	Civil Engineer – Hockey ground Project NED University, Karachi,
	Tel: 021-99261261-8 (Ext: 2460) Facsimile: 99261255
	E-mail: <u>pd@neduet.edu.pk</u>
10	The Proposal as well as all related correspondence exchanged by the
	Consultants and the Procuring Agency shall be written in English
11	The following full time staff will be required for a period of 12 months for detailed
	supervision of Civil Works.
	Civil Engineer 01
10	Site Inspector 01
12	Amounts payable by the PA to the Consultant under the contract is subject to local taxation,
10	stamp duty and service charges if applicable.
13	Consultants to state local cost in Pak Rupees
14	Consultant must submit the original and one copy of the
1.5	Technical Proposal, and the original and one copy of the Financial Proposal.
15	Successful consultant is required to submit performance security in form of pay order,
	demand draft or bank guarantee equivalent to 05% of the contract amount. Valid upto period of 12 months
16	
10	Consultant undertake to sign Integrity Pact for the procurement

SECTION III.

General Conditions of Contract

General Conditions of Contract

1. GENERAL PROVISIONS

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

- (a) "Applicable Law" means the Sindh Public Procurement Act, thereunder Rules 2010.
- (b) "Procuring Agency PA" means the implementing department which signs the contract
- (c) "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.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PA's country.
- (h) "GC" mean these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (1) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.

- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.
- **1.2 Law Governing**
ContractThis Contract, its meaning and interpretation, and the relation between the
Parties shall be governed by the applicable law.
- **1.3 Language** This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
 - 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- **1.5 Location** The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.
- 1.6 Authority of Member in Charge
 1.7 Authorized
 In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.
 1.7 Authorized
- **Representatives** permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.
- **1.8 Taxes and**
DutiesThe Consultant, Sub-Consultants, and their Personnel shall pay such direct or
indirect taxes, duties, fees, and other impositions levied under the Applicable
Law as specified in the SC, the amount of which is deemed to have been
included in the Contract Price.

1.9 Fraud and Corruption

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

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

Integrity Pact

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations
 Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

- 2.5 Force Majeure The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 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 as soon as possible about the occurrence of such an event.
- 2.5.3 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.
- 2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

- 2.6.1 By the PA The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).
 - (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
 - (b) If the Consultant becomes insolvent or bankrupt.
 - (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
 - (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
 - (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
 - (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

- 3.1.1 Standard of Performance The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.
- 3.2 Conflict of The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants not to Benefit from Commissions, Discounts, etc. The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates not to be Otherwise The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA

showing that such insurance has been taken out and maintained and that the current premiums have been paid.

- Consultant's The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:
 - (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing Personnel
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting (a) The Consultant shall submit to the PA the reports and documents regarding the progress of works, as and when required by the PA.
- 3.7 Documents (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Prepared by the Consultant to be Contract shall become and remain the property of the PA, and the the Property of Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed the PA inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing

3.5

PA's Prior

Approval

- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel
 The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The Consultant is required to submit CV of the proposed staff. The Site staff shall be deputed after approval of PA
- 4.2 Removal and/or Replacement of Personnel
 (a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the

Consultant shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

- 5.1 Assistance and Exemptions The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 or (b), as the case may be.
- 5.3 Services and The PA shall make provide office space to the Consultant Facilities

6. PAYMENTS TO THE CONSULTANT

6.1	Security	The consultant has to submit bid security and the performance security at the rate mention in SC.
6.2	Lump-Sum Payment	Payment shall be made as per Clause 6.5 of SC
6.3	Contract Price	The price payable in Pak Rupees.
6.4	Payment for Additional Services	Remuneration due for additional services will be paid as may be agreed under Clause 2.4
6.5	Terms and Conditions of Payment	Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement The Parties agree that the avoidance or early resolution of disputes is Settlement crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

SECTION IV.

Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract	
1.1	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.	
1.3	The language is English.	
1.4	The addresses are:	
	Procuring Agency: Procurement Cell	
	Attention: Director Procurement	
	Facsimile: 021-99261255 (2291)	
	E-mail: dp@neduet.edu.pk	
	Consultant:	
	Attention:	
	Facsimile:	
	E-mail:	
1.7	The Authorized Representatives are:	
	For the PA:Director Procurement	
	For the Consultant:	
	(To be filled in by the consultant)	
1.8	All relevant taxes including stamp duty and service charges are to be borne by the consultant.	
	The PA warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant, the Sub- Consultants and the Personnel, or shall reimburse the Consultant, the Sub- Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub- Consultants and the Personnel in respect of:	
	(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;	
	(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;	
	(c) any equipment imported for the purpose of carrying out the Services	

and paid for out of funds provided by the PA and which is treated as property of the PA;

- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:
 - the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
 - (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.
- 2.2 The commencement of Consultancy Services is after signing the contract agreement or as specified by PA

2.3 (i) Time Period

Schedule The time period shall be : Design & Documentation {Three (03) months}

> Detailed Supervision {Twelve (12) months} after award of work(s) to contractor

(ii) Delay Damages:

The Consultant shall be liable for delay in providing the Services within the time frame as per the Contract; Failure to comply with the schedule of delivery, due to fault of the Consultants, will attract delay damages which shall be levied @ one twentieth percent (0.05%) per day of the consultancy fee pertaining to the relevant component of the Services beyond the schedule: Provided that the total delay damages shall not exceed five percent (05%) of the total consultancy fee.

6.1 Security (i) Amount of bid security is 2% of the bid amount to be submitted in a separate sealed envelope placed with sealed envelope of Financial Proposal

(ii)Amount of Performance security is 05% of contract amount

FINANCIAL PROPOSAL

The estimated cost of the work is Rs. 90.000 million. The Consultant shall quote their price in percentage on the basis of estimated cost

Sr. No.	Description	Description	Amount (Rs)
1	For Design, Development and	Percentage of	
	Documentation stage	Fee	
i.	Soil Investigation/ Surveys/ Testing		
	(Cost will be borne by the consultant)		
ii.	Preliminary/Schematic Drawings Phase		
iii.	Design Development Phase		
iv.	Construction Documents Phase		
	including subsequent revisions during		
	execution of work		
	Checking & verification of bills, bar		
	bending schedule, material submittals,		
	office support etc.		
	Total		
2	Following full time staff will be required		
	for detailed supervision		
	Civil Engineer 01		
	Site Inspector 01		
	Total		
		Grand Total	

Note: 1. Cost should be inclusive of all Federal and Provincial taxes and duties.

2. Design fee should not exceed 40% of total consultancy fee.

6.3 Contract Payments will be made in Pak Rs, there is no provision of Foreign price Currency

6.5

Payment Terms

Design phase

Provisional design fee for stage-1, stage-2 and stage-3 shall be calculated on the estimate cost of Rs. 90 million. The mode of payment shall be based on completion of the services under various parts as follows as a percentage of provisional design fee:

Stages	Description	Percentage of provisional Design Fees
Stage-1	Submission of soil investigation/	10%
	survey reports.	
	Preliminary / Schematic Design	
	& Drawings Phase,	
Stage-2	Design Development Phase	35%
Stage-3	Construction Documents Phase	45%
Stage-4	On Commissioning/start of	remaining fee on the
	construction work (Final design	basis of work order
	fee)	cost of contractors

SupervisionIt will be paid on monthly basis calculated at supervision fee divided
equally on supervision phase of 12 months.

Important Notes:

- i. Supervision charges will be paid on the basis of Physical progress/ attendance at the site duly supported by progress report as per schedule and agreement on contractor payment basis.
- ii. No payment will be made to the consultants regarding increase in completion cost due to the variation in quantities occurring due to miscalculation of quantities / incorrect estimation by the consultants.
- iii. No payment will be made to the consultants regarding escalation charges and interest during construction of the project (if any).
- *iv.* Above quoted rates should be inclusive of all applicable government taxes which will be recovered at source at the time of making payment.
- v. If a design and drawing of a building is totally a ditto copy of any other building then the consultant will be paid 25% of the cost of detail designing and documentation fee of the project as replica charges.

vi. All the documents i/c bills will be routed through Project Management Unit / Project Director and payment will be made after usual audit. The work should be executed strictly in accordance with the estimate. Any excess/deviation/departure without specific approval from competent authority shall be personal responsibility of the consultant. The date of start of the work and progress report as stages under contract agreement by promptly reported to Project Director's office for taking necessary action. On completion of work, date of completion be reported in writing to Project Director's Office.

Authorized Signature:		
Name and Title of Signatory:		
Name of Firm:		
Address:		
Stamp/Seal:		

8.2 Disputes shall be settled by complaint redressal committee define in SPPRA Rules 2010 (Amended upto date)

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS

Contract No._____ Dated _____ Contract Value: _____ Contract Title: _____

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

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

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

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

Name of Buyer:	Name of Seller/Supplier:	
Signature:	Signature:	
[Seal]	[Seal]	

CONTRACT

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [NED University] ("the PA") having its principal place of business at [Main University Road Karachi], and [insert Consultant"s name] ("the Consultant") having its principal office located at [insert Consultant"s address].

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1.	Services	(i)	The Consultant shall perform the services specified in "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
		(ii)	The Consultant shall provide the reports within the time period specified by PA
2.	Term		The Consultant shall perform the Services during the period and continuing till completion of Works or any other period as may be subsequently agreed by the parties in writing.
3.	Payment		Payment Conditions Payment shall be made in Pak Rupees, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated.
4. Project Administration		А.	<u>Coordinator</u> The PA designates Focal Person as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.
		B.	<u>Timesheets</u> During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

C.	Records and Accounts			
	The Consultant shall keep accurate and systematic records and			
	accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.			
5. Performance standards of profession	The Consultant undertakes to perform the Services with the highest Standard nal and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.			
6. Confidentiality -	The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA's business or operations without the prior written consent of the PA.			
7. Ownership of Material	Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.			
8. Consultant not be engaged in certain Activities	The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.			
9. Insurance	The Consultant will be responsible for taking out any appropriate insurance			
10. Assignment	coverage for their personnel and equipment. The Consultant shall not assign this Contract or Subcontract any portion			
11. Law Governing Contract and	thereof it without the PA's prior written consent. The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.			
Language 12. Dispute Resolution	Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940			

FOR THE PA

FOR THE CONSULTANT

Signed by _____

Signed by_____

Title:	_
--------	---

Title: _____

- DELIVERABLES BY THE CONSULTANT
- SCOPE OF WORK
- TERMS OF REFERENCE

DELIVERABLES BY THE CONSULTANT:

a. Detailed Design

i)	Schematic design, 3D perspective views, elevations,	
	sections and soil reports	2-Copies
ii)	Presentations	01 copy
iii)	Final Design for approval (Hard and soft form)	02-Copies
iv)	Detailed Cost Estimates i/c Rate Analysis etc.	01-Copies
v)	Submission Drawings for approval, if required	01-Copies
vi)	Tender Drawings (A3 size) / BOQs, Specifications, Bidding Documents.	10-Copies
vii)	Bid Evaluation Report if required by procurement committee.	01-Copies
viii)	Working Drawings. (A0 size)	04-Copies
ix)	Any other document related to project by client.	As required

b. Construction Supervision

i)	Monthly Progress Report	01-Copy
ii)	Shop Drawings	01-Copy
iii)	Maintenance of material test reports	01-Copy
iv)	Maintenance of site construction record, Guarantees, Policies etc.	01-Copy
v)	Payment Certificates & Measurement Books	As per requirement
vi)	Project Completion Report.	01-Copy
vii)	As built drawings	01-Copy
viii)	Post Completion Report	01-Copy
ix)	Any other report / document related to project as required by client.	As required

Note: above documents will be required both in hard and soft form

SCOPE OF WORK

Planning, architectural/engineering designing, documentation and detailed supervision of following works are to be provided

#	Description
1	Development of Synthetic turf Hockey ground
2	Construction of Underground Water Tank (UGWT)
3	Construction of toe-wall & Chain-link fencing
4	Any other related infrastructure and utilities to above works

1. SCOPE OF SERVICES:

The following services will be included in the Scope of Services:

STAGE 1 – PRELIMINARY/SCHEMATIC PLANNING AND INVESTIGATION PHASE

The Consultant shall submit preliminary planning proposals to the University for approval and for this purpose he shall:

- (i) Carry out Soil investigation, survey and submit reports
- (ii) Propose Master Planning & Layout of the new facilities
- (iii) Furnish Schematic Plans, Elevations, Sections & Perspective Views of proposed building/structure.
- (iv) Make site investigations necessary for proper design and construction of the Project and check the structural stability of existing buildings for addition of another floor if required.
- (v) Prepare statement of probable project construction cost based on plinth area or other sufficient preliminary information regarding the project.
- (vi) Prepare 3-D rendered drawings/views of projects (computer generated) and submit Preliminary Drawings/Design feasibility report.
- (vii) Phasing and time schedule of the Project.

STAGE 2 – DESIGN DEVELOPMENT PHASE

This phase will include the preparation of Working/Shop Drawings, Specifications, Details and Schedule of Finishes from the approved preliminary/schematic drawings in respect of the following:-

- (i) Architectural Drawings
- (ii) Structural Drawings
- (iii) Water Supply and Sanitary Drawings (Internal & External).
- (iv) Electrification Drawings (Internal & External).
- (v) HVAC Drawing (if required)
- (vi) Telecommunication & Gas Supply System Drawings. (if required)
- (vii) Networking Drawings. (if required)

STAGE 3 – CONSTRUCTION DOCUMENTS PHASE

Under this Phase the Consultants shall:

- (i) Prepare Tender drawings of A3 size/suitable size and submit Twelve (12) complete set of Tender Documents along-with drawings for each work/package/ lot.
- (ii) Prepare working drawings of A0 size/suitable size and submit Four (04) complete set of Drawings for each work/package/ lot
- (iii) Submit design calculations in hard and soft copy.
- (iv) Prepare Description of works.
- (v) Submit Engineering estimate based on prevailing market rates and Composite Scheduled Rates of Government of Sindh.
- (vi) Prepare Pre-qualification Documents for Contractors.
- (vii) Scrutinize Pre-qualification of Contractor's applications and submit recommendations to the University.
- (viii)Prepare Standard Bid Documents (PEC/ECNEC/SPPRA Approved) for small/large projects according to estimated cost.
- (ix) Scrutinize bids and submit report to the University and give recommendation for award of work.
- (x) Prepare Contract Agreement.

STAGE 4 – CONSTRUCTION PHASE

This phase will include detailed supervision of construction

DETAILED SUPERVISION OF CONSTRUCTION

The Consultants shall provide following services under detailed Supervision:-

- i. Advise on the preparation of any contract relating to accepted tender for carrying out the works.
- ii. Issue necessary instructions to the Contractors with approval of the Client, to enable them to prepare their work/shop drawings; and check and approve the shop drawings.
- iii. Examine Contractors' proposals and their details.
- iv. Assist in settling disputes or differences, which may have arisen between the Client and the contractors.
- v. Deliver to the Client such records as are necessary for the operation and maintenance of the works.
- vi. Inspect the works prior to the expiration of the guarantee provided by the construction contract.
- vii. Undertake detailed supervision of the various stages of construction of the works, appoint Consultants Representative on site, duly qualified to cope up with the proper and effective execution of the works. The supervision to be undertaken by the Consultants shall include:
 - a) Checking of correct marking on the ground of the designed buildings, in

relation to Bench Mark and Base Line.

- b) Checking the layout of all the infra-structure and Re-adjusting the layouts and/or the designs if such re-adjustment prove necessary according to requirements.
- c) Fixing up design criteria and testing for structural and other materials before the start of the work so that it corresponds with design and make necessary changes if required, with prior consultation with the Client and his written/verbal approval.
- d) Ensuring during construction selection and use of building materials in accordance with the specifications, accepting or rejecting the test reports, and recommending to Client for further action on Request for Material Inspection Form on the arrival of Materials at site.
- e) Ensuring that the Contractors carry out the construction in accordance with the final drawings and tender documents on Request for Inspection Form of every activity and inform Client on Major activities such as testing and concreting.
- f) Suggesting substitute materials, whenever any material is not available and working out the cost of such materials, the credits to be allowed in favor of Client or contractor and the adjustments in design, if necessary, due to such substitutions.
- g) Completing existing drawings and/or issuing new detailed drawings whenever it is deemed necessary to make adjustments in the construction.
- h) Holding meetings with the Client as desired and contractors as and when so required. Regular meetings programs will be fixed in advance of start-up of the construction, which is to be followed throughout the construction period.
- i) Advise the Client for suspending of work whenever plans are not being accurately implemented or the work is not being done according to specifications.
- j) Ensuring that the contractors fulfill their obligations generally and particularly in respect of the proper implementation of the time schedule agreed upon by the Client and the contractor.
- k) Initiating variations in instructions relating to the works with prior permission of the Client.
- 1) Checking bills for the works executed, recording measurement books and issuing certificates of payments to the contractors.
- m) Guarding the Client against the defects and deficiencies in the working of the contractors.
- n) Supervising the replacement of any work damaged by fire or other causes during construction.
- Advise the Procuring agency for Arranging for the work to proceed, if the contractors fail to proceed with the construction due to delinquency or insolvency.

- p) Checking completion drawings, showing construction changes in the works and final locations of mechanical service lines and outlets, and submission to the Client for maintenance purpose.
- q) Issuing completion certificate to contractors after entire satisfaction of the Client.
- r) Determining delays, extension of time and/or penalties against the Contractor and taking all precautionary measures to complete construction according to time schedule, and submission to the Client for further action.
- s) Check, approve and submit to University 02 sets "As Built" drawings submitted by the contractors both in Hard copy and soft copy (Auto CAD) format

STAGE 5 – PROGRESS & OTHER REPORTS:-

- (i) Prepare & submit inspection reports & weekly, monthly, quarterly & yearly progress reports to the PA.
- (ii) The consultant shall produce as necessary technical reports & possession papers dealing with technical matters arising during the projects
- (iii) The consultant shall prepare an interim completion reports for contracts, which reach the stage of substantial completion.

STAGE 6 – POST COMPLETION STAGE:-

- (i) Vetting of as-built drawings / inventories, other project documents and all correspondence made with the contractor/Client/other agencies after successful completion of the project.
- (ii) The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.
- (iii) Processing and recommendation of contractor's security after successful completion of defect liability period.
- (iv) The consultants will be accountable and shall indemnify the Client against defects, losses, damages and overpayment (if any) as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work.

STAGE 7 – COOPERATION, ASSISTANCE & JOINT MEASUREMENT:-

- (i) Assist Employer with interpretation of Drawings & Contract Documents, more particularly with respect to any disputes with the Contract or other affected parties.
- (ii) Inform Employer of problems or potential foreseen problems which may arise in connection with the construction contract and recommend appropriate solution(s) to overcome the same.
- (iii) Evaluate and make recommendations for the Engineer's actions with respect to claims, disputes, extension of time and other changes outside the scope of work of the Contractor. The recommendations must be supported by necessary

provisions of the contract and irrespective of acceptance or rejection of the claims by Engineer, the exact quantification of claims. Further in case of extension of time clear recommendations based on the actual site conditions and unambiguous appraisal of the extension of time with further recommendation of making it conditional or otherwise must be submitted.

- (iv) Respond to the requests made by the Employer for application of special attention to any area/activity or in other matter, which is deemed important by the Employer.
- (v) Recommend interim request and carry out joint measurements with the Contractor for preparing a document, which clearly and accurately describes the work done and payments due.
- (vi) Participate in accepting the completed Works and prepare a Final Report testifying and certifying the acceptability of the completion works.
- (vii) Cooperate with the Employer, and the Contractor in the use where required of, project-vide standardized or computerized methods, formats or programs of reporting physical or financial progress or forecasts.

The NED University of Engineering and Technology, reserves the right to accept or reject any or all proposals under relevant provisions of SPPRA rule, and reserves the right of vetting of the design.

	G & TECHNOLOGY	
NED UNIVERSITY OF ENGINEERIN	Dated: 24/11/2021	P12/C
No. DR (Estab)/(1003)Vol-VIII/8876	<u> </u>	
<u>OFFICE Ox</u>	lection Committee comprising of t	he
The University has constituted the Consultant Sel	vorks at NED University":	Sec. 1
The University has constituted the Consultant 365 following for "Development of Hockey Ground & allied w	Convenor	
Def Dr. Asad ur Rehman Khan	Convenier	
Dean (CPL)	Member	
2. Mr. Salman Manzoor Hasan		
2. Mr. Saman Header Assistant Professor / Architect Dept. of Architecture		
	Member	
3. Mr. Muhammad Sajeeruddin Director Finance		
Development Dept.	Member	
4. Nominee of Planning and Development Government of Sindh (Not below the rank of B		
1 mont	Member	
5. Nominee of Finance Department Government of Sindh (Not below the rank of E	35-10)	
Sadia Jaheen	Member	
Civil Engineer /HEJ		
University of Karachi	Member / Secretary	
7. Mr. Fawad ul Hassan Kamran Assistant Director Procurement-II	\bigcirc	
Assistant Director	The	ASTRAR
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To: Convener and all Members of Committe	ee	
Con		

Copy for information to:

Dean (CPL)
 Director Finance
 Director Planning & Development
 Director Procurement
 Ag. Resident Auditor

NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

No. DR (Estab)/(1003)/5730

Dated: 27/05 2016

OFFICE ORDER

In supersession of this office order No. DR (Estab)/(1003)/11418 dated 02-11-2015, the University Administration has constituted the Complaint Redressal Standing Committee comprising of the following officers to address complaints regarding all procurement issues in the University in pursuance of Clause 31(1) of the SPPRA rules:

1. Prof. Dr. Saad Ahmed Qazi Dean (ECE)

Convener

2. Independent Professional from the relevant field

3. Nominee of Accountant General Sindh

Member Member

U Ag-REG

10:

The Convener & all members

Copy for information to:

- 1 Dean (ECE)
- 2 Director Planning & Projects
- 3 Director Finance
- 4 Director, Procurement Cell
- 5 Ag. Resident Auditor



NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Tele # 99261261– 2291, (Ext. 2471) Fax # 99261255, E-mail: <u>dp@neduet.edu.pk</u>



Director Procurement

"Say NO to Corruption"

No. DP/ COS-149306/8061/2774 Dated: 03-01-2022

The Director Information Advertisement Government of Sindh, Information Department Directorate of Advertisement Karachi.

SUBJECT: PUBLICATION OF NOTICE INVITING TENDER

Enclosed kindly find herewith the Notice Inviting Tender (NIT) for publication in three newspapers for job mentioned below:

Notice Inviting	Detailed Engineering Design, Drawing, documentation and detailed supervision of development of Hockey Ground with Synthetic Turf and Allied Works at NEDUET.
Tender	Tender No. PC(Hockey)/NED/CONSULTANT/01/8061/22

Kindly ensure the publication of the aforementioned NIT in three widely circulated leading dailies of English, Urdu and Sindhi Languages, as per SPP Rule 17(2).

The aforesaid NIT please be published on or before 07-01-2022. The bill along-with tear sheet of newspapers may be sent to Director Finance of this University for payment.

Copy to DF

Director Proci 03/07/202



NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Ph # (021) 99261261- 68, Ext. 2471 & 2501, Fax # 99261255 E-mail: dp@neduet.edu.pk — Website: http://www.neduet.edu.pk

No. DP/COS-149306/8061/2774 Director Procurement

REQUEST FOR PROPOSAL (RFP)

NEDUET intends to appoint reputable consultants / consulting firms registered with Pakistan Engineering Council, Income Tax Department and Sindh Revenue Board (SRB) as per SPPRA Rules 2010 (amended upto date) for the work "Development of Hockey Ground and Allied Works at NEDUET". The cost of civil works is around Rs. 90 million. The funds are sanctioned as Grant-in-Aid from outside the budget during the financial year 2021-22. The schedule of invitation of bid is as under:-

Name of Work: Detailed Engineering Design, Drawing, Documentation and Detailed Supervise Hockey Ground with Synthetic Turf and Allied Works at NEDUET Tender No. PC(Hockey)/NED/CONSULTANT/01/8061/22				
11-01-2022	26-01-2022	27-01-2022 10:00 am		New Administration CCEE (NED Acad

Bids shall comprise a single package containing "Financial Proposal" and "Technical Proposal" in separate sealed envelopes.

Method of Selection: The method is "Least Cost Selection (LCS).

Collection of RFP Documents: The RFP document can be obtained from the office of the ADP-II, NEDUET, Main Campus, against a written request on deposition of tender fee in shape of pay order in favour of "Director Finance, NEDUET" on all working days during office hours, REP document can also be obtained by post against pay order of Rs. 800/- as courier charges in addition to tender fee

Earnest Money: Earnest Money @2% of the quoted amount in the form of Pay Order / Demand Draft issued by any scheduled Bank in favour of "Director Finance, NEDUET, Karachi" should be deposited. Pay Order / Demand Draft of Earnest Money must be placed in the envelope of Financial Proposal.

Submission of Bid: Sealed RFP duly completed and addressed to Director Procurement must reach or be dropped in the Tender Box placed in the Office of Assistant Director Procurement-II, Main Campus, which shall be opened on the same day according to above schedule in presence of bidders or their representatives who may wish to be present. Financial proposal of only technically qualified bidders will be opened. In case of any disturbance, the bids will be received and opened on the next working day as per schedule. Bidders are requested to give their best and final prices as no negotiation is permitted. RFP containing detailed terms and conditions are available at websites www.neduet.edu.pk/tenders and www.ppms.pprasindh.gov.pk The Procuring Agency may reject any or all bids subject to the relevant provisions of SPPRA Rules 2010 (Amended upto date).

INF-KRY No. 19/22

Say No to Corruption WEAR MASK-SAVE LIFE الك لاكر كرديجة في - الك لاكر محفوة وي مامك پايو رزندگي بچايو - ملكيايو محوظ رهو



ion of Development of

Bid Opening

on Building, 2nd Floor, demy), Main Campus

Tender Fee

3,000/-

DIRECTOR PROCUREMENT

