



**NED UNIVERSITY OF ENGINEERING & TECHNOLOGY
PROCUREMENT CELL**

Phone # 99261261-68, (Ext. 2291) Fax # 99261255, e-mail: dp@neduet.edu.pk

“Say No to Corruption”

Director Procurement

No. DP/COS-127469/6779/19/1935
May 06, 2019

**REQUEST FOR FINANCIAL PROPOSAL (RFP)
FROM
PREQUALIFIED CONSULTING FIRMS**

RFP in sealed envelop is required from Prequalified Consulting firms for following work:

NAME OF WORK:

Detailed Design, Drawing, Documentation of Building works & Related Facilities Construction of Day Care Center Funded from University's Own Resources at NED University for three years

Tender No. DP/NED/EMD-127468/6778/19

| Start date of sale | Last Date of Sale | Submission Date / Time | Opening Date / Time | Venue of Bid Opening | Tender Fee |
|--------------------|-------------------|-------------------------|-------------------------|----------------------|------------|
| 13-05-2019 | 29-05-2019 | 30-05-2019 10:00 A.M | 30-05-2019 10:30 A.M | CITY CAMPUS | 1000/- |

Method for Selection of Consultants: The Least Cost Selection Method, as per SPPRA Rules 2010 (amended 2019), shall be adopted. The bids should comprise a single package containing Financial Proposal.

The RFP Document can be obtained from the office of the Assistant Director Procurement –II, against the written request on deposition of tender fee in shape of pay order in favor of Director Finance NED UET. The said Document can also be obtained by post against pay order of Rs. 300/- as courier charges in addition to tender fee. RFP also available at www.neduet.edu.pk/tenders and <https://ppms.pprasinhd.gov.pk/>

Bid Security @ 2% of the total bid cost is required in shape of Pay Order / Demand Draft / Bank Guarantee issued by any scheduled Bank in favor of Director Finance, NED UET.

The sealed offers duly completed and addressed to Director Procurement must reach or be dropped in the Tender Box placed in the Office of Chairperson, Department of Architecture & Planning, City Campus, Maulana Din Muhammad Wafai Road adjacent to DJ Science College, Karachi 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. In case of any unforeseen situation or government declares holiday, resulting in closure of Office on date of opening of RFP, the RFP shall be submitted/ opened on next working day, as per time given in schedule. The Prequalified Consultants are requested to give their Best and Final Price as “No Negotiation” is permitted.

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


Director Procurement
02/05/2019

ISSUED ON: _____

ISSUED TO: _____

NED UNIVERSITY OF ENGINEERING AND
TECHNOLOGY, KARACHI



REQUEST FOR PROPOSAL (RFP)

FROM
SHORT LISTED PREQUALIFIED CONSULTING FIRM
FOR

CONSTRUCTION OF DAY CARE CENTRE

WORKS FUNDED THROUGH UNIVERSITY'S OWN RESOURCES

TENDER NO.: _____

Procurement Cell

UNIVERSITY DEVELOPMENT WORKING PARTY
(UDWP)

**DETAILED DESIGN, DRAWING, DOCUMENTATION OF
SMALL BUILDING WORKS & RELATED FACILITIES
FUNDED FROM UNIVERSITY'S OWN RESOURCES
AT NED UNIVERSITY FOR THREE YEARS**

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SECTION: I
LETTER OF INVITATION
REQUEST FOR PROPOSAL (RFP)



NED UNIVERSITY OF ENGINEERING & TECHNOLOGY
UNIVERSITY ROAD, KARACHI – 75270, PAKISTAN

Tel: (021) 99261261-68 Ext 2220, 2471 Fax: (021) 99261255
Email: ddf@neduet.edu.pk Website: <http://www.neduet.edu.pk>

REQUEST FOR FINANCIAL PROPOSAL (RFP)
From
SHORT LISTED PREQUALIFIED CONSULTING FIRM

NED University of Engineering and Technology, Karachi intends to obtain financial bid from short listed Prequalified Consulting Firms, for three years, on “**list cost**” procedure as per SPPRA Rules 2010 (amended 2013) for works funded from University’s own resources for designing & top supervision of small building works & related facilities:

| NAME OF WORK: | | | | | |
|--|-------------------|----------------------|-------------------|----------------------|------------|
| Detailed Design, Drawing, Documentation of Building works & Related Facilities CONSTRUCTION OF DAY CAE CENTRE Funded from University’s Own Resources at NED University for three years | | | | | |
| Tender No. _____ | | | | | |
| Start Date of Sale | Last Date of Sale | Submission Date/Time | Opening Date/Time | Venue of Bid Opening | Tender Fee |
| | | | | City Campus | Rs. 500 |

Method of Procurements: The bid shall be received under “List Cost System Method” procedure, as per SPPRA Rules 2010 (amended 2013), the bids shall comprise a single package containing Financial Proposal

COLLECTION OF RFP DOCUMENTS:

The RFP Document can be obtained from the office of the Assistant Director Procurement–II NED University of Engineering & Technology, against the written request duly forwarded to Assistant Director Procurement –II on deposition of tender fee in shape of pay order in favor of Director Finance, NED University of Engineering & Technology, on all working days during office hours. Tender Document can also be obtained by post against pay order of Rs. 300/- as courier charges in addition to tender fee or SPPRA Website.

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, NED University of Engineering & Technology.

SUBMISSION OF BID: The Sealed offers duly completed and addressed to Director Procurement must reach or be dropped in the Tender Box placed in the Office of Chairperson, Department of Architecture & Planning, City Campus Maulana Din Muhammad Wafai Road adjacent to DJ Science College, Karachi 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. In case of any disturbance, the tenders will be received and opened on next working day as per schedule.

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

SHORT LISTED PREQUALIFIED CONSULTING FIRM

INSTRUCTIONS TO PREQUALIFIED CONSULTING FIRM

1. 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 least cost Consultants.
- (k) “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.

2. Introduction

- 2.1 NED University desires to select a least cost consulting firm/organization, in accordance with the method of selection specified in data sheet.
- 2.2 The Financial Proposal are invited through this RFP on Least Cost System Method short listed. The financial proposal of the technically prequalified consultants will be opened. The Financial proposals of the lowest bidder will be signed Contract with the selected Consultant.
- 2.3 Already technically short listed Prequalified 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 Already technically short listed Prequalified 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 Already technically short listed Prequalified 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. 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 Agency.
 - (iii) A Consultant (including its Personal 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. Eligible Consultants

The single stage procedure of SPPRA 2010 shall be used where the bids are to be evaluated on the basis of lowest evaluated financial bid.

6. Only One Proposal

The short listed Prequalified Consultants may only submit one proposal for one work.

7. Proposal Validity

- 7.1 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.
- 7.2 Consultants shall submit required bid security along with Financial Proposal defined in the data sheet

8. Clarification and Amendment in RFP Documents

- 8.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- 8.2 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.

9. Preparation of Proposals

- 9.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP.
- 9.2 The consultants are encourage to coordinate any query with Representative of Procuring Agency.

10. Language

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

11. 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.

12. Financial Proposals

- 12.1 **The Financial Proposal** shall be prepared considering the scope and measure of the work and should include all Taxes and Duties. The consultancy charges both for Design and Supervision will be paid on the basis of percentage of work award cost.
- 12.2 **Financial Proposal requirement** Financial Proposal of qualified Consultants will be opened on the date and time as mentioned in RFP 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: Overall Supervision of Construction
 - e) Site visit of Consultant as and when required

13. 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 excepted by relevant tax authority.

14. Submission Receipt and Opening of Proposals

14.1 Proposal shall contain no interlineations or overwriting and submitted accordingly.

- 14.2
- a) The bid shall comprise a single package containing Financial Proposal
 - b) The envelope shall be marked as **“FINANCIAL PROPOSAL”** in bold and legible letters to avoid confusion;
 - c) Financial Proposal of already short listed **technically qualified** bidders shall be opened publically at the time, date and venue announced and communicated to the bidders in advance;
 - d) Bid found to be the lowest evaluated or best evaluated bid shall be accepted.

15. Proposal Evaluation

From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its. 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 Consultant's Proposal.

16. Evaluation of Financial Proposals

- 16.1 Financial Proposals of already short listed technically qualified consultant shall be opened publicly in the presence of the Consultants' representatives who choose to attend.
- 16.2 **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.
- 16.3 **Least Cost Selection (LCS) Method** will be followed. The bid of already short listed technically qualified bidders found to be the lowest evaluated bid shall be accepted.

17. Technical Negotiations

Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan organization, staffing etc.

18. Financial Negotiations

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.

19. Availability of Profession Staff/Experts

Having selected the Consultants 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 required 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 staffs 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.

20 Award of Contract

- 20.1 After completing 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.
- 20.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.
- 20.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

21 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 publications 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

| | |
|------|--|
| 1.1 | <p>Name of the Assignment is: <i>Detailed Design, Drawing, Documentation of Building works & Related Facilities for CONSTRUCTION OF DAY CARE CENTRE funded from University's own resources at NED University for three years</i> The Name of the PA's official : <i>Director Procurement</i> Address: <i>NED University of Engineering and Technology, Karachi</i> Telephone: <i>99261261-68 (Ext:2491)</i> Facsimile: <i>99261255</i> E-mail: <i>dp@neduet.edu.pk</i></p> |
| 1.2 | The method of selection is: <i>Least Cost Selection (LCS) Method</i> |
| 1.3 | Financial Proposal to be submitted: <i>Yes</i> |
| 1.4 | The Proposal submission address is: Office of the Director Procurement |
| 1.5 | Proposals must be submitted no later than the following date and time: Date : Time: A.M |
| 1.6 | Expected date for commencement of consulting services Immediately after signing the contract agreement. |
| 1.7 | Proposals validity shall be 90 days from the date of opening of Financial Proposal |
| 1.8 | Amount of bid security is 2% of the bid amount |
| 1.9 | Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: Director Works & Services, NED University, Karachi, Tel: 021-99261261-8 (Ext: 2213) Facsimile: 99261255 E-mail: pd@neduet.edu.pk |
| 1.10 | The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English |
| 1.11 | Amounts payable by the PA to the Consultant under the contract is subject to local taxation, stamp duty, SRB and service charges if applicable. |
| 1.12 | Consultants to state cost in Pak Rupees: Yes |
| 1.13 | The short listed technically Prequalified Consultant must submit the original and one copy of Financial Proposal. |
| 1.14 | 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. |
| 1.15 | Consultants undertake to sign Integrity Pact. |

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.
- (l) “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 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 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 Notices

1.4.1 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

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

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The 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, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies 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 of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

- 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.
- 2.5.1 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.
- 2.5.2 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.
- 2.5.3 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 By the PA**
- 2.6.1** 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).
- 2.5.3.1 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.
- 2.5.3.2 If the Consultant becomes insolvent or bankrupt.
- 2.5.3.3 If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 2.5.3.4 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.
- 2.5.3.5 If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 2.5.3.6 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

3.5 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 Interests

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

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 Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring PA's Prior Approval The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:
 (a) entering into a subcontract for the performance of any part of the Services,
 (b) appointing Personnel
 (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations (a) The Consultant shall submit to the PA the reports and documents regarding the progress of works, as and when required by the PA.
- 3.7 Documents Prepared by the Consultant to be the Property of the PA (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
 (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing
- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

- 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

III. 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, Personnel in connection with the carrying out of the Services;

2.2 The commencement of Consultancy Services is after signing the contract agreement or as specified by PA

2.3 The time period shall be : *Design & Documentation {Three (03) months}*
Overall Supervision {Six (06) months} after award of works

2.4 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

2.5 Amount of Performance security is 05% of contract amount

2.6 Payments shall be made according to the following schedule:

3.1 Design Phase

The estimated cost of work is Rs.5.40 Million (approximate). Provisional design fee for stage-1, stage-2 and stage-3 shall be calculated based on completion of the services under various parts as follows as a percentage of provisional fee:

| Stages | Description | Percentage of provisional Design Fees |
|---------|--|--|
| Stage-1 | Preliminary / Schematic Design / Soil Investigation, testing, report and Drawings Phase (after Approval) | 10% |
| Stage-2 | Design Development Phase | 35% |
| Stage-3 | Construction Documents Phase | 45% |
| Stage-4 | On Commissioning/start of construction work (Final design fee) | remaining fee on the basis of work order cost of contractors |

3.6 Supervision Phase:

The overall supervision fee will be paid monthly on the basis of the total value of supervision fee divided in 12 equal installments.

- 4 Disputes shall be settled by complaint redressal committee define in SPPR 2010

Appendix A

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

A. Coordinator

The PA designates Engr. Syed Wasiuddin, Director Works & Services, 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. Timesheets

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** The Consultant undertakes to perform the Services with the highest **Standard** standards of professional 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 coverage for their personnel and equipment.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
- 11. Law
Governing
Contract and
Language** 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.
- 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 194

FOR THE PA

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

Appendix B

SCOPE OF SERVICES

Planning & designing of following are to be provided

| S. No. | Description of Work | Estimated Cost in Million | Area |
|--------|---------------------------------|------------------------------|----------|
| 1 | Construction of Day Care Centre | 5.40 | 1800 Sft |

Description of Work: CONSTRUCTION OF DAY CARE CENTRE AT NED STAFF COLONY

Area: 1800 Sft
Estimated Cost: 5.40 Million

3. TERMS OF REFERENCE

3.1 SCOPE OF SERVICES:

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

3.1.1 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) Furnish Schematic Plans, Elevations, Sections & Perspective Views of proposed building/structure/facilities
- (ii) 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.
- (iii) Prepare 3-D rendered drawings/views of projects (computer generated) and submit Preliminary Drawings/Design feasibility report.
- (iv) Phasing and time schedule of the Project.

3.1.2 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 Drawings
- (vi) Telecommunication & Gas Supply System Drawings.

3.1.3 STAGE 3 – CONSTRUCTION DOCUMENTS PHASE

Under this Phase the Consultants shall:

- (i) Prepare Tender drawings of A3 size/suitable size and submit Twelve (06) complete set of Tender Documents along-with drawings for each work/package/ lot
- (ii) Prepare working drawings of A2 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) Submit Engineering estimate based on prevailing market rates and Composite Scheduled Rates of Government of Sindh.
- (v) Prepare Pre-qualification Documents for Contractors and Scrutinize Pre-qualification of Contractor's applications and submit recommendations to the University.
- (vi) Prepare Standard Bid Documents (PEC/ECNEC/SPPRA Approved) for small/large projects according to estimated cost
- (vii) Scrutinize bids and submit report to the University and give recommendation for award of work.
- (viii) Prepare Contract Agreement.

3.1.4 STAGE 4 – CONSTRUCTION PHASE

This phase will include top supervision of construction

(1) OVERALL SUPERVISION OF CONSTRUCTION

The Consultants shall provide following services under overall Supervision:-

- i. 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.
- ii. Examine Contractors' proposals and their details.
- iii. Assist in settling disputes or differences, which may have arisen between the Client and the contractors.
- iv. Deliver to the Client such records as are necessary for the operation and maintenance of the works.
- v. Inspect the works prior to the expiration of the guarantee provided by the construction contract.
- vi. Undertake detail supervision of the various stages of construction of the works, 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.
 - e) Ensuring that the Contractors carry out the construction in accordance with the final drawings and tender documents.
 - 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) Holding meetings with the Client as desired and contractors as and when so required. Regular meetings programme will be fixed in advance of startup of the construction, which is to be followed throughout the construction period.
 - h) Advise the Client for suspending of work whenever plans are not being accurately implemented or the work is not being done according to specifications.

- i) Initiating variations in instructions relating to the works with prior permission of the Client.
- j) Checking bills for the works executed, recording measurement books and issuing certificates of payments to the contractors.
- k) Guarding the Client against the defects and deficiencies in the working of the contractors.
- l) 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.
- m) Issuing completion certificate to contractors after entire satisfaction of the Client.
- n) 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.
- o) 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

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.