



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

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**"Say No to Corruption"**



Director Procurement

No. DP/M-IV-148274/8045/2512  
November 26, 2021

**REQUEST FOR PROPOSAL (RFP)**

NED University of Engineering and Technology, invites RFP on Single Stage Two Envelopes procedure for appointment of reputable Consultants / Consulting Firms registered with Pakistan Engineering Council, Income Tax Department and Sindh Revenue Board (SRB) as per PPRA Rules (amended upto date) for the Project entitled **"Enhancement of Academic Facilities at NED University of Engineering and Technology,"** approved by CDWP, Government of Pakistan. The cost of civil works is around Rs. 210 million. The schedule of invitation of bid is as under:

Name of Work:					
<i>Detailed Engineering Design, Drawings, Documentation and Detailed Supervision of Buildings and Related Infrastructure under Enhancement of Academic Facilities at NED University, Main Campus.</i>					
Tender No. PC/(M-V)/NED/CONSULTANT/8045/01/2021					
Start Date of Sale	Last Date of Sale	Submission Date/Time	Opening Date/Time	Venue of Bid Opening	Tender Fee
13.12.2021	27.12.2021	28.12.2021 10:00 A.M.	28.12.2021 10:30 A.M.	New Administration Building, 2 <sup>nd</sup> Floor, CCEE (NED Academy), Main Campus.	3000/-

Consultants/ Consulting Firms having vast experiences may apply.

The bid shall be received as per PPRA Rules (amended upto date). 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)"

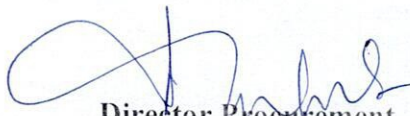
**Collection of RFP documents:**

The RFP Document can be obtained from the office of the 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. 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, NED University of Engineering & Technology.

**Submission of Bid:** The Sealed Tenders duly completed and addressed to Assistant Director Procurement – II must reach or be dropped in the Tender Box placed in the Office of ADP-2 at NED 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. In case of any disturbance, the bids will be received and opened on next working day as per schedule. Bidders are requested to give their best and final prices as no negotiations are expected.

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

  
Director Procurement  
26/Nov/22

ISSUED ON: \_\_\_\_\_

ISSUED TO: \_\_\_\_\_

**NED UNIVERSITY OF ENGINEERING AND  
TECHNOLOGY, KARACHI**



**REQUEST FOR PROPOSALS (RFP)  
FOR SELECTION OF CONSULTANT**

TENDER NO: PC(M-V)/NED/CONSULTANT/8045/01/21

Procurement Cell

**ENHANCEMENT OF ACADEMIC FACILITIES AT  
NED UNIVERSITY OF ENGINEERING & TECHNOLOGY, KARACHI**

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



## REQUEST FOR PROPOSAL (RFP)

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Consultants/ Consulting firms having vast experiences may apply.

The bid shall be received as per PPRA Rules (amended upto date). 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 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. 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, NED University of Engineering & Technology.

**Submission of Bid:** The Sealed Tenders duly completed and addressed to Adp-2 must reach or be dropped in the Tender Box placed in the Office of Director Procurement at NED 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. In case of any disturbance, the bids will be received and opened on next working day as per schedule. Bidders are requested to give their best and final prices as no negotiations are expected.

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

**Director Procurement**

**SECTION: II**  
**INSTRUCTION TO CONSULTANTS**

**INSTRUCTION TO CONSULTANTS**



## **DEFINITIONS:**

1. "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
2. "Client" means HEC/ The NED University, Karachi with which the selected Consultant signs the Contract for the Services;
3. "Consultant" means any entity including a Joint Venture that will provide the Services to the Client under the Contract;
4. "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, which is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices;
5. "Contract Price" means the price to be paid for the performance of the Services;
6. "Effective Date" means the date on which this Contract comes into force
7. "GC" means these General Conditions of Contract;
8. "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions;
9. "Day" means calendar day;
10. "Government" means the Government of the Islamic Republic of Pakistan;
11. "Local Currency" means the currency of the Islamic Republic of Pakistan;
12. "Instructions to Consultants" means the document which provides all information needed to prepare their Proposals;
13. "Consortium" means the Consulting Firm comprised of a group of firms/ companies. The Lead Firm shall represent and bind all Consultant of the Consortium in all matters connected with the Project, including submission of RFP on behalf of the Consortium;
14. "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof;
15. "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
16. "Proposal" means a technical proposal or a financial proposal, or both;
17. "LCS" means Least Cost Selection;
18. "RFP" means this Request for Proposal;
19. "Project" means the work specified in SC for which engineering consultancy services are desired;
20. "Services" means the work to be performed pursuant to the Contract;
21. "Terms of Reference" (TOR) means the document included in the RFP, which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment;
22. HEI's means Higher Education Institutions;
23. EOI means Expression of Interest.

Name & Address of Consultant: \_\_\_\_\_

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## 1. INTRODUCTION:

- 1.1. You are hereby invited to submit a technical and a financial proposal for Engineering/ Architectural consulting services required for the Assignment named in the attached LOI Data Sheet (referred to as “Data Sheet” hereafter) annexed with this letter. Your proposal could form the basis for future negotiations and ultimately a contract between your firm and the Client named in the Data Sheet. Copy of contract is enclosed with the RFP documents.
- 1.2. A brief description of the Assignment and its objectives are given in the Data Sheet. Details are provided in the attached TOR.
- 1.3. The Client (THE NED UNIVERSITY, KARACHI) has been entrusted the duty to implement the Project as Executing Agency by the Federal Government and funds have been approved under PSDP funded development project titled **“Enhancement of Academic Facilities at NED University of Engineering and Technology, Karachi”** for utilization towards the cost of the Assignment, and the Client intends to apply part of the funds to eligible payments under the contract for which this LOI is being issued.
- 1.4. you are encouraged to pay a visit to the client and project site before submitting a proposal
- 1.5. Please note that:
  - 1.5.1. The cost of preparing the proposal and negotiating the contract, are not reimbursable as a direct cost of the Assignment.
- 1.6. We wish to remind you that in order to avoid conflicts of interest:
  - 1.6.1. Any firm providing goods, works, or services with which you are affiliated or associated is not eligible to participate in bidding for any goods, works, or services (other than the Services and any continuation thereof) resulting from or associated with the project of which this Assignment forms a part; and
  - 1.6.2. Any previous or ongoing participation in relation with the project by your firm, its professional staff, its affiliates or associates under a contract may result in rejection of your proposal. You should clarify your situation in that respect with the Client before preparing the proposal.
- 1.7. Please note that:

- 1.7.1. In-complete and late proposals will not be entertained. Further information / clarification about the assignment & documents may be obtained from the Project's focal person office.
- 1.7.2. Incomplete defective proposals and proposals not conforming to the RFP documents shall be liable to rejection.
- 1.7.3. The University reserves the right to cancel the process at any stage and reject any or all the proposal thereof, having valid reasons and without being liable for any claim/compensation of any nature whatsoever.

## **2. DOCUMENTS:**

- 2.1. To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet which is mandatory.
- 2.2. Consultants requiring a clarification of the Documents must notify the Client, in writing, not later than Ten (10) days before the proposal submission date. Any request for clarification in writing, or by cable, electronic mail or telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, electronic mail or telefax to such requests and copies of the response shall be sent to all invited Consultants.
- 2.3. At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the documents by amendment. The amendment shall be sent in writing or by cable, electronic mail or telefax to all invited Consulting firms will have binding on them. The Client may at its discretion extend the deadline for the submission of proposals.

## **3. PREPARATION OF PROPOSAL:**

- 3.1. You are requested to submit a technical and a financial proposal. Your proposal shall be written in English language.

### **Technical Proposal:**

- 3.2. In preparing the technical proposal, you are expected to examine all terms and instructions included in the Documents. Failure to provide all requested information shall be at your own risk and result in rejection of your proposal.
- 3.3. During preparation of the technical proposal, you must give particular attention to the following:
  - a. JV/Consortium of firms can apply only as a same JV/Consortium with a same Lead firm for this RFP.
  - b. Subcontracting part of the Assignment to other consultants is not allowed.
  - c. The key professional staff proposed shall be permanent employees of the

firm unless otherwise indicated in the Data Sheet.

- d. No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position & must be supported with PEC and PCATP registration certificate as required.
- e. Client has the right to enquire from the clients mentioned in consultant's proposal regarding the consultant performance. In case of negative response from two or more than two clients, consultant may be declared disqualified & his financial proposal may be returned unopened.

**3.4.** Your technical proposal shall provide the following and any additional information, using the formats attached as Technical forms:

- |        |   |
|--------|---|
| Form-1 | Summary of similar assignments of HEI's/ Universities only, completed / ongoing as required, must be supported with completion certificate or performance certificate of client, which must mention the amount of project & the services provided by firm, else the experience will not be considered for evaluation.   |
| Form-2 | Detail of firm's reference of relevant experience of HEI's/ Universities only in similar projects as required which best illustrate specific qualifications.  |
| Form-3 | Summary of general building projects completed / ongoing, must be supported with completion certificate or performance certificate of client, which must mention the amount of project & the services provided by firm, else the experience will not be considered for evaluation.  |
| Form-4 | Detail of firm's reference of experience with general building projects carried out as required.  |
| Form-5 | Consultant's understanding of the objectives of the project, their approach towards the assignment and a description of methodology that the consultants propose to perform on the activities and completion of the assignment.   |
| Form-6 | Summary of Proposed Key Professionals for the Project   |
| Form-7 | CVs recently signed by the proposed key professional staff must be supported with certificates. Key information should include number of years with the firm and degree of responsibility held in various assignments especially during the last five (05) years. Additional qualification (M.Sc.) of the proposed professional must be supported with degree's copy. |
| Form-8 | A monthly work plan, illustrated with a bar chart of activities and graphics of the critical path method (CPM) or Project   |

Evaluation Review Techniques (PERT) type.

Form-9	A schedule for compilation and submission of various types of reports as envisaged in attached TOR.
Form-10	Contract Agreement
Form-11	Financial Proposal Form
Form-12	Integrity Pact

The technical proposal shall not include any financial information. The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR shall be included in the technical proposal.

**3.5. Mandatory Documents to be attached with Technical proposal are as under;**

- a. Valid Certificate of Registration of a Firm/ individual with PEC and PCATP.
- b. Documents to substantiate the forming of JV/Association as per guidelines of the governing body (PEC and PCATP) if any.
- c. Valid Professional Tax Certificate issued from Government of Sindh.
- d. Audited Financial Statements of Accounts and Annual Turnover for the last three years.
- e. A certificate / affidavit that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.
- f. A certificate / affidavit that the firm has not been involved in any litigation with any university/ Government / Autonomous / International Body.
- g. Valid Certificate of Registration with Sindh Revenue Board (SRB) and Federal Board of Revenue (FBR).

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

**Financial Proposal:**

- 3.6.** The financial proposal should include all the costs associated with the Assignment. These normally covers remuneration for staff in the field and at headquarters, per diem, housing, transportation for mobilization and demobilization, services and equipment (vehicles, office equipment furniture and supplies), printing of documents, surveys and investigations. These costs should be in local costs.

Your financial proposal should be prepared using the formats attached as **Form-11**; else the proposal of applicant firm will be rejected.

- 3.7.** The financial proposal shall also take into account the professional liability as provided under the relevant PEC Bye-Laws and cost of insurances.
- 3.8.** Costs shall be expressed in Pak Rs. Inclusive of all taxes.
- 3.9.** All the prevailing applicable Provincial and federal Govt. taxes will be deducted from the consultancy Fees. The proposal should be submitted inclusive of all prevailing taxes.

#### **4. SUBMISSION OF PROPOSALS:**

- 4.1.** You shall submit one original technical proposal and one original financial proposal and the number of copies of each indicated in the Data Sheet. The proposal shall be in book binding form, properly page numbered (Loose, Ring and spring binding not acceptable). Each proposal shall be in a separate envelope indicating original or copy, as appropriate. All technical proposals shall be placed in an envelope clearly marked “Technical Proposal” and the financial proposals in the one marked “Financial Proposal”. These two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet. The envelope shall be clearly marked, “DO NOT OPEN, EXCEPT IN PRESENCE OF THE EVALUATION COMMITTEE.”
- 4.2.** Amount of bid security is 2% of the bid amount to be submitted in separate sealed envelope placed with sealed envelope of Financial proposal.
- 4.3.** In the event of any discrepancy between the copies of the proposal, the original shall govern. The original and each copy of the technical and financial proposals shall be prepared in indelible ink and shall be signed by the authorized Consultant’s representative. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.
- 4.4.** The proposal shall contain no interlineation or overwriting except as necessary to correct errors made by the Consultants themselves. Any such corrections shall be initialed by the person or persons signing the proposal.
- 4.5.** The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 4.6.** The proposals shall be valid for the number of days stated in the Data Sheet from the date of its submission. During this period, you shall keep available the professional staff proposed for the assignment. The Client shall make its

best effort to complete negotiations at the location stated in the Data Sheet within this period.

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

## 5. PROPOSAL EVALUATION:

- 5.1. **Least cost selection** shall be adopted as per PPRA Rules 2004 & Regulations amended time to time. Firms shall be evaluated technically on the basis of the responsiveness to the Terms of Reference.

### Technical Proposal:

- 5.2. The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified in the below table & annexed technical proposal forms as under.

SN	Component	Weightage
1	Experience on similar & general projects	40
2	Quality of Staff	40
3	Financial Capability	10
4	Approach & Methodology	10
<b>Total</b>		<b>100</b>

- 5.3. The firms obtaining 60% & above marks in technical evaluation will technically qualify and be called for financial proposal opening only, whereas the financial proposals of the firms obtaining less marks than 60% will be returned unopened.

<b>ELIGIBILITY</b>	Registration with <b>FBR, SRB, Pakistan Engineering Council (PEC)</b> and /or with <b>Pakistan Council for Architects and Town Planners (PCATP)</b> with updated renewal of valid <b>Professional Tax Certificate</b> by Government of Sindh
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### 5.4. Technical Proposal Evaluation Criteria:

- (i) **Experience on similar & General Projects** **40 Marks**
- a. **Similar Projects (Ongoing and Completed)** **25 Marks**
- Five (05) Academic/ Educational buildings ongoing/completed during



last 10 years (Development works in HEIs/Universities only). The project cost must be equal or more than **civil work cost** Rs.40 million to get the points. The Projects which are not academic/ educational buildings and / or less than **civil work cost** Rs.40 million will not be considered for points in this category.

<b>Similar Projects</b>	
<b>Number of Projects</b>	<b>Weightage</b>
1	25%
2	45%
3	75%
4	90%
5	100%

**b. General Projects (Ongoing and Completed): 15 Marks**

Ten (10) completed / ongoing General projects of buildings during last 10 years. The project cost must be more than civil work cost Rs.40 million to get the points

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

**Note:** The firm shall submit copies of work orders, completion certificates and satisfactory report (*in case of ongoing works, if any*).

**(ii) Evaluation of Quality of Staff: 40 Marks**

**a) Design Consultancy:**

- 1. Architect 10 Points**  
B. Arch with 10 years relevant experience
- 2. Structural Engineer: 05 Points**  
MS Structural Engineering with 10 years relevant experience  
Or B.E Civil with 15 years relevant experience
- 3. Electrical Engineer: 05 Points**  
B.E Electrical with 08 years relevant experience

4. **HVAC/Plumbing Engineer :** **05 Points**  
B.E Mechanical with 08 years relevant experience
5. **Project Manager (Head Office Support):** **05 Points**  
MS Civil Engineering with 10 years relevant experience  
Or B.E Civil with 15 years relevant experience
- b) **Supervision Consultancy (Staff will be deputed full time at site by the successful Consultant)**
1. **Resident Engineer (01 No.)** **07 Points**  
MS Civil Engineering with 10 years relevant experience  
Or B.E Civil with 15 years relevant experience
2. **Site Supervisor/ Inspector Civil (02 No.s):** **1.5 Points each**  
DAE Civil with 05 years relevant experience

**The Evaluation of Technical Staff will be made as per following weightage:**

- |                             |     |
|-----------------------------|-----|
| i. Education/ Qualification | 40% |
| ii. Relevant experience     | 60% |

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

Average annual consultancy turnover for last three (03) years Rs. 15 million or above based on financial statements will fetch full hundred percent point. Other applicant will be assessed as per following. Attach documentary proof of audited financial statements of last three Financial Years.

Average Annual Turnover for last Three (03) Years	
In PKR	Points
Above Rs. 15.0 million	Full Points/10 Points
From Rs. 12.0 to Rs. 15.0 million	8 points
From Rs. 9.0 to Rs. 12.0 million	6 points
Below Rs. 9.0 million	No points

(iv) **Proposed Methodology** **10 Points**

1. **Work/ Schedule plan** **02 Points**  
Submit work/ schedule plan from design till completion of projects.
2. **Organogram proposed for site supervision** **02 Points**  
Submit organogram plan / chart for site supervision team & their core responsibilities/ methodology.
3. **Quality Control Policy** **03 Points**  
Provide quality control policy/ methodology opted by consultant. List down

sequence of inspection and tests to be carried out by consultant to ensure quality checks in presence of client representative.

**4. Progress Monitoring and Control** **03 Points**

Provide Project progress monitoring and control policy/ methodology opted by consultant. List down specific tools and procedure of progress monitoring along with control policies to be implemented on the contractor to ensure on-time completion of each major activity of construction schedule for the entire Project completion and handover with respect to time.

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

The minimum technical score required to pass is: **60 Points**

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

**(v)Financial Proposal Evaluation Criteria:**

Financial proposal of technically qualified consultant shall be opened publicly in presence of consultant representatives who choose to attend. The lowest evaluated financial bid shall be accepted.

**6. AWARD OF CONTRACT:**

- 6.1.** The contract shall be awarded after selection of the lowest bidder and approved by the competent authority, whereas, the Client shall promptly inform the other Consultants that their proposals have not been selected.
- 6.2.** The selected Consultant is expected to commence the Assignment immediately after signing of the contract agreement and report to the client. The Contract agreement should be signed within 14 days after the issuance of Work order.

**7. CONFIRMATION OF RECEIPT:**

Please inform the Client by courier or any other means:

- i. That you received the letter of invitation;
- ii. Whether you will submit a proposal; and
- iii. If you plan to submit a proposal, when and how you will transmit it.

## BIDDING DATA SHEET

1	<p><b>Name of the Assignment is:</b>  <i>Detailed Engineering Design, Drawing, documentation and detailed supervision of Buildings and related infrastructure under Enhancement of Academic Facilities at NED University, Main Campus</i></p> <p><b>The Name of the PA's official :</b>  <i>Assistant Director (Procurement-II)</i></p> <p><b>Address:</b> <i>NED University of Engineering and Technology, Karachi</i></p> <p><b>Telephone:</b> <i>99261261-68 (Ext: 2471)</i>    <b>Facsimile:</b> <i>99261255</i></p> <p><b>E-mail:</b> <a href="mailto:adfp2@neduet.edu.pk">adfp2@neduet.edu.pk</a></p>
2	<p><b>The method of selection is:</b> <i>Least Cost Selection (LCS) Method</i></p> <p><b>Least Cost Selection (LCS).</b>  The procedure for opening of proposals will follow the principles of P.E.C./PPRA's <b>Single Stage Two envelope</b> bidding procedure for open competitive bidding, which is presented as follows: -</p> <ul style="list-style-type: none"> <li>(i) The bid shall comprise a <b>single package</b> containing two separate envelopes. Each envelope shall contain separately the <b>financial proposal</b> and the <b>technical proposal</b></li> <li>(ii) The envelope shall be marked as <b>"FINANCIAL PROPOSAL"</b> and <b>"TECHNICAL PROPOSAL"</b> in bold and legible letters to avoid confusion.</li> <li>(iii) Initially, only the envelope marked <b>"TECHNICAL PROPOSAL"</b> be opened and the envelope marked as <b>"FINANCIAL PROPOSAL"</b> shall be retained in the custody of the procuring agency without being opened.</li> <li>(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.</li> <li>(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.</li> <li>(vi) The financial proposals of bids found technically non-responsive shall be returned un-opened to the respective bidders; and</li> <li>(vii) Bid found as lowest responsive bid shall be accepted.</li> </ul>
3	<p><b>The PA will provide the following inputs and facilities:</b>  <i>Space for Site Office of supervisory staff</i></p>
4	<p><b>The Proposal submission address is:</b>  <i>Office of Director Procurement, NED University Main Campus, University Road, Karachi</i></p>

5	<b>Proposals must be submitted no later than the following date and time:</b> Date : --.--.2020 Time: ----- A.M
6	<b>Expected date for commencement of consulting services</b> Immediately after signing the contract agreement at NED University Main Campus, University Road, Karachi
7	<b>Proposals validity shall be 90 days from the date of opening of Financial Proposal</b>
8	<b>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</b>
9	<b>Amount of Performance security is 05% of the contract amount in favour of Director Finance NEDUET in shape of Pay order/ Demand Draft or Bank Guarantee issued by scheduled bank of Pakistan (Valid upto period of 24 months in case of Bank Guarantee)</b>
10	<b>Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is:</b>  Office of Director (P&D) NED University, Karachi, Tel: 021-99261261-8 (Ext: 2259) Facsimile: 99261255 E-mail: <a href="mailto:pd@neduet.edu.pk">pd@neduet.edu.pk</a>
11	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English
12	<b>The following full time staff will be required for a period of 20 months for detailed supervision of Civil Works.</b> Resident Engineer (01), Site Supervisor (02)
13	Amounts payable by the PA to the Consultant under the contract is subject to local taxation, stamp duty and service charges if applicable.
14	Consultant must submit the original and one copy of the Technical Proposal, and the original and one copy of the Financial Proposal.
15	Consultant undertake to sign Integrity Pact for the procurement
16	PPRA Rules will be followed only for the hiring of the consulting services. SPPRA rules will be followed for execution of all other works and procurement etc.

## **TECHNICAL PROPOSAL FORMS**

**SUMMARY OF SIMILAR PROJECTS (HEI'S / UNIVERSITIES)****A maximum of 05 projects of *civil work cost* worth Rs.40 million+ each, ongoing / completed in the last ten (10) years**

SN	Name of the Project	Location Province/ Country	Client & Contact No.	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates)	Handled as: Single Firm/: S Lead Firm/: L Joint Venture :J Partner	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm (in case of JV)	<b>Scope of Services</b> Feasibility : F Survey & Invest.: S Quality Control: Q Project Monitoring: M O & M: O Design : D Procurement: P Construction Superv.:C	Additional Information (if any)

Completion certificates of completed and performance certificate of ongoing project be provided duly signed by the authorized person of the client(s).

THE NED UNIVERSITY, KARACHI has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weightage/credit shall be given for that assignment. In case of negative feedback from 2 or more clients, may disqualify the consulting firm/JV.



**DETAIL OF FIRM'S REFERENCE**

**Relevant experience of HEI's/ Universities only in similar projects of worth Rs.40 million+ each carried out in the last ten (10) years which best illustrate specific qualifications**

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

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

Signatures of Authorized Representative: \_\_\_\_\_

# SUMMARY OF GENERAL BUILDING PROJECTS (OTHER THAN HEI'S / UNIVERSITIES)

**A maximum of 10 general building projects of worth Rs.40 million+ each, Ongoing/completed in the last ten (10) years**

SN	Name of the Project	Location Province/ Country	Client & Contact No.	Project Cost (m. Rs.)	Project Duration (pl. mention start and end dates)	Handled as: Single Firm/: S Lead Firm/: L Joint Venture :J Partner	Total Cost of Services (m. Rs.)	Cost of services Provided by the Firm (in case of JV)	Scope of Services Feasibility : F Survey & Invest.: S Quality Control: Q Project Monitoring: M O & M: O Design : D Procurement: P Construction Supervision :C	Additional Information (if any)

Completion certificates of completed and performance certificate of ongoing project be provided duly signed by the authorized person of the client(s).

THE NED UNIVERSITY, KARACHI has the right to contact directly to the clients for feedback on the completed work and in case of negative feedback no weightage/credit shall be given for that assignment. In case of negative feedback from 2 or more clients, may disqualify the consulting firm/JV.

**DETAIL OF FIRM'S REFERENCE**

**Detail of firm's experience with general building projects of *civil work cost* worth Rs.40 million + each carried out in the last ten (10) years which best illustrate specific qualifications**

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

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

Signatures of Authorized Representative: \_\_\_\_\_

**CONSULTANTS WRITTEN MATERIAL ON UNDERSTANDING OF THE OBJECTIVES OF THE ASSIGNMENT,  
APPROACH AND METHODOLOGY, PROPOSED FOR PERFORMING THE ASSIGNMENT FOR:**

- (1) Detailed Design of Buildings**
- (2) Documentation (Bidding Documents)**
- (3) [Conceptual Design of buildings, Master plan layout, Technical approach, and methodology and work plan are key components of the Technical Proposal. Consultants are suggested to present the Technical Proposal divided into the following chapters]**
  - (a) Technical Approach & Methodology*
  - (b) Conceptual Design / Work Plan, and*
  - (c) Organization and Staffing*

**(a) Technical Approach and Methodology**

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

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

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

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

**(c) Organization and Staffing**

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

## SUMMARY OF PROPOSED KEY PROFESSIONALS

SN	Description	Project Manager	Structural Engr,	Architect	Resident Engineer	Electrical Engineer	HVAC/ plumbing Engr.				
		Name	Name	Name	Name	Name	Name				
A	Academic & General Qualification										
	a. Bachelors (Specific Discipline)	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No				
	b. Masters (Specific Discipline)	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No	Yes/No				
B	Professional Exp. Related to Assignment										
B-1	Specific										
	a. Experience in Lead Position	Yrs		Yrs		Yrs		N/A	N/A	N/A	
	b. Experience as senior professional	Yrs		Yrs		Yrs		Yrs		Yrs	
	c. Experience as Junior Professional	Yrs		Yrs		Yrs		Yrs		Yrs	
B-2	General Experience	Yrs		Yrs		Yrs		Yrs		Yrs	

## FORMAT OF CURRICULUM VITAE

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

**Signature:**

**Dated: day/month/year**





**COMPLETION AND SUBMISSION OF REPORTS**

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

## 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.

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#### 4. Project Administration

##### A. Coordinator

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. 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 Standard**

The Consultant undertakes to perform the Services with the highest 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 to 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 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 1940

FOR THE PA

FOR THE CONSULTANT

Signed by \_\_\_\_\_ Signed by \_\_\_\_\_

### FINANCIAL PROPOSAL FORM

The estimated cost of the civil and allied works is Rs. 210.177 million for Enhancement of Academic Facilities at NED University, Main Campus. The Consultant shall quote their price in percentage on the basis of estimated cost of Rs. 210.177 million

Sr. No.	Description	Description	Amount (Rs)
1	For Design, Development and Documentation stage	Percentage of Fee	
i.	Soil Investigation/ Surveys/ Testing (Cost will be borne by the consultant)		
ii.	Preliminary/Schematic Drawings Phase		
iii.	Design Development Phase Construction Documents Phase including subsequent revisions during execution of work		
iv.	Checking & verification of bills, bar bending schedule, material submittals, office support etc.		
	Total		
2	Detailed supervision for 20 months. Following staff is required full time Resident Engineer (01 No.) Site Supervisor/ Inspector (02 No.s)	Percentage of Fee	
	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.

(Integrity Pact)

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

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

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

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

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

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

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

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

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

Name of Buyer: .....

Name of Seller/Supplier:

.....

Signature: .....

Signature:

.....

[Seal]

[Seal]

Section III- General Conditions of Contract

**SECTION III.**

**General Conditions of Contract**



## **II. General Conditions of Contract**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

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

- (a) “Applicable Law” means the Pakistan 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 GoP/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.

<b>1.2 Law Governing Contract</b>	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.
<b>1.3 Language</b>	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.
<b>1.4 Notices</b>	<p>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.</p> <p>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.</p>
<b>1.5 Location</b>	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.
<b>1.6 Authority of Member in Charge</b>	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.
<b>1.7 Authorized Representatives</b>	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.
<b>1.8 Taxes and Duties</b>	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 PPRA 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.
2.5.2 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.
<b>2.6 Termination By the PA</b>	
2.6.1	<p>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).</p> <ul style="list-style-type: none"> <li>(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.</li> <li>(b) If the Consultant becomes insolvent or bankrupt.</li> <li>(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.</li> <li>(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.</li> <li>(e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</li> <li>(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.</li> </ul>
2.6.2 <b>By the Consultant</b>	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 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.).

#### **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 | <p>(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.</p> <p>(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.</p> <p>(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p> |

#### **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 Facilities                                  | The PA shall make provide office space to the Consultant  |

#### **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/foreign currency/ is set forth in the SC                                       |
| 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**

## Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
------------------------	---

1.1	Public Procurement Act and Public Procurement Rules (PPRA) 2004 (amended upto date)
-----	--

1.3	The language is English.
-----	--------------------------

1.4	The addresses are:
-----	--------------------

Procuring Agency: Procurement Cell

Attention: Assistant Director Procurement-II

Facsimile: 021-99261255 (2471)

E-mail: adfp2@neduet.edu.pk

Consultant: \_\_\_\_\_

Attention: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

1.7	The Authorized Representatives are:
-----	-------------------------------------

For the PA: Assistant Director Procurement-II

For the Consultant: \_\_\_\_\_  
(To be filled in by the consultant)

1.8	<i>All relevant taxes including SST, GST, stamp duty and service charges will be borne by the consultant.</i>
-----	---

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

**2.3 (i) Time Period**

**Time**

**Schedule**

The time period shall be : ***Design & Documentation***

*{Four (04) months}*

***Detailed Supervision***

*{Twenty (20) 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

**6.3 Contract price**

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

**6.5**

**Terms & conditions of payment**

**Design phase**

Provisional design fee for stage-1, stage-2 and stage-3 shall be calculated on the basis of unit cost Rs. 3400/ per sq.ft. 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
<b>Stage-1</b>	Submission of soil investigation/ survey reports. Preliminary / Schematic Design & Drawings Phase,	10%
<b>Stage-2</b>	Design Development Phase	35%
<b>Stage-3</b>	Construction Documents Phase	45%
<b>Stage-4</b>	On Commissioning/start of construction work (Final design fee)	remaining fee on the basis of work order cost of contractors

**Supervision Phase:** It will be paid on monthly basis calculated at supervision fee divided equally on supervision phase of 20 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 PPRA 2004 (Amended upto date)

- **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)	10-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.	12-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

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

### **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

### 1. SCOPE OF WORK:

It is proposed to construct the following Building works at NED University, Main Campus. The total area of the proposed building works is 61,817 sq.ft. The details of areas proposed are as follows:

#### a) BUILDING WORKS

SN	DESCRIPTION	PROPOSED SCOPE / ASSIGNMENT
1	Renewable Energy Laboratories	10,294 SFT
2	Textile Engineering Laboratories	14,411 SFT
3	Civil Engineering Laboratories	26,768 SFT
4	Class Rooms & Corridors	7,098 SFT
5	Faculty Seating Spaces / Offices & Corridors	3,246 SFT

#### b) EXTERNAL DEVELOPMENT

SN	DESCRIPTION	PROPOSED SCOPE / ASSIGNMENT
1	Construction Of New Road (20'-0" wide)	8750 RFT
2	Walkway (6'-0" wide)/ Pavers	6250 RFT
3	Cable Connection From Sub Station	1875 RFT
4	Extension Of Water Supply System	1875 RFT
5	Extension Of Sewerage System	750 RFT
6	Any other related infrastructure & external development	--

**Note:** The total Value of the work can be increased or decreased by 15%.

## **TERMS OF REFERENCE**

### **2. 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 reports
- (ii) Propose Master Planning & Layout of the new buildings.
- (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 Drawings
- (vi) Telecommunication & Gas Supply System Drawings.
- (vii) Networking Drawings.



### **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/PPRA 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.
- l) 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.
- o) 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:-**

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

#### **STAGE 6 – POST COMPLETION STAGE:-**

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

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

#### **STAGE 7 – COOPERATION, ASSISTANCE & JOINT MEASUREMENT:-**

- (a) Assist Employer with interpretation of Drawings & Contract Documents, more particularly with respect to any disputes with the Contract or other affected parties.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.

- (f) Participate in accepting the completed Works and prepare a Final Report testifying and certifying the acceptability of the completion works.
- (g) Cooperate with the Employer, and the Contractor in the use where required of, project-wide standardized or computerized methods, formats or programs of reporting physical or financial progress or forecasts.

# NED UNIVERSITY OF ENGINEERING & TECHNOLOGY

12

Dated: 07/10/2021

No. DR (Estab)/(1003)/7275

## OFFICE ORDER

In supersession of this office order No. DR (Estab)/(1003)/5353 dated 09-07-2021, the University has reconstituted the Consultant Selection Committee comprising of the following for Project Mega-V titled "Enhancement of Academic Facilities at NED University of Engineering & Technology, Karachi (Mega-V)":

- |   |  |          |
|---|--|----------|
| 1 | Prof. Dr. Asad-ur-Rehman Khan<br>Dean (CPL)                            | Convener |
| 2 | Prof. Dr. Atif Mustafa<br>Chairperson, Dept. of Environmental Engg.    | Member   |
| 3 | Mr. Salman Manzoor Hasan<br>Assistant Professor, Dept. of Architecture | Member   |
| 4 | Ms. Sadia Jabeen<br>Civil Engineer / HEJ<br>University of Karachi      | Member   |
| 5 | Mr. Muhammad Sajeeruddin<br>Director Finance                           | Member   |
| 6 | Mr. Abdul Wahab<br>Director Procurement                                | Member   |
| 7 | Project Coordinator / Focal Person /<br>Civil Engineer                 | Member   |

## Terms of Reference (ToR)

The Consultant Selection Committee shall perform the following functions:

- Approval of Request for Proposal before Issuance.
- The Committee shall advise on short listing and Prequalification of Consultant.
- The Committee shall evaluate the Request for Proposal in accordance with the PPRA Rules 2004 (as amended to date).
- The finalization of recommendation based on evaluation as mentioned above.

*M. Aslam*  
07/10/2021  
REGISTRAR

To:

**The Convener & all members of the Committee**

Copy for information to:

1. Dean (CPL)
2. Director Finance
3. Director Planning & Development
4. Director Procurement
5. 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. | <b>Prof. Dr. Saad Ahmed Qazi</b><br>Dean (ECE)          | Convener |
| 2. | <b>Independent Professional from the relevant field</b> | Member   |
| 3. | <b>Nominee of Accountant General Sindh</b>              | Member   |

  
Ag. REGISTRAR 27/5/2016

To:

**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: [dp@neduet.edu.pk](mailto:dp@neduet.edu.pk)



**Director Procurement**

**"Say NO to Corruption"**

No. DP/NED/148274/8045/2512

Dated: 26-11-2021

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 Tender	Detailed Engineering Design, Drawings, Documentation and Detailed Supervision of Buildings and Related Infrastructure under Enhancement of Academic Facilities at NED University, Main Campus. Tender No. PC/(M-IV)/NED/ Consultant / 8045/01/2021
------------------------------	---

Kindly ensure the publication of the aforementioned NIT as under:

Name of Newspapers	Ordinary Page	Date of Publication
Daily "Dawn" - English Daily "Jang" - Urdu Daily "Awami Awaz" - Sindhi	Black & White	On or before 03-12-2021

The aforesaid NIT please be published on or before 03-12-2021. The bill along-with tear sheet of newspapers may be sent to Director Finance of this University for payment.

Copy to DF

R&I Incharge  
Advertisement Section  
Information Department  
Govt. of Sindh  
26/11/21

Director Procurement  
26/11/21  
  
Director Procurement  
Procurement Cell  
NED University of Engg. & Tech.,  
Karachi.





# DAWN

Monday  
November 29, 2021  
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KARACHI  
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Vol. LXXV No. 327  
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## NED UNIVERSITY OF ENGINEERING & TECHNOLOGY PROCUREMENT CELL

Phone # 99261261-68 (Ext. 2471 & 2501) Fax # 99261255, E-mail: dp@neduet.edu.pk



Director Procurement

No. DP/M-IV-148274/8045/2512

### REQUEST FOR PROPOSAL (RFP)

November 26, 2021

NED University of Engineering and Technology invites RFP on Single-Stage – Two-Envelope Procedure for appointment of reputable Consultants / Consulting Firms registered with Pakistan Engineering Council, Income Tax Department and Sindh Revenue Board (SRB) as per PPRA Rules (amended upto date) for the Project titled “**Enhancement of Academic Facilities at NED University of Engineering and Technology,**” approved by CDWP, Government of Pakistan. The cost of civil works is around Rs. 210 million. The schedule of invitation of bid is as under:

**Name of Work:** Detailed Engineering Design, Drawings, Documentation and Detailed Supervision of Buildings and Related Infrastructure under Enhancement of Academic Facilities at NED University, Main Campus.

Tender No. PC/(M-V)/NED/CONSULTANT/8045/01/2021

Starting Date of Sale	Last Date of Sale	Submission Date/Time	Opening Date/Time	Venue of Bid Opening	Tender Fee
13.12.2021	27.12.2021	28.12.2021 10:00 A.M.	28.12.2021 10:30 A.M.	New Administration Building, 2nd Floor, CCEE (NED Academy) Main Campus	3000/-

Consultants / consulting firms having vast experience may apply.

The bid shall be received as per PPRA Rules (amended upto date). The bids shall comprise a single package containing “Financial Proposal” and “Technical Proposal” in separate sealed envelopes.

**Method of Selection: “Least Cost Selection (LCS)”**

**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 a written request duly forwarded to Assistant Director Procurement-II on deposition of tender fee in shape of pay order in favour 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. 800/- as courier charges in addition to tender fee.

**Earnest Money:** Earnest Money @2% of the quoted amount should be deposited in the form of Pay Order / Demand Draft issued by any scheduled Bank in favour of Director Finance, NED University of Engineering & Technology.

**Submission of Bid:** Sealed tenders duly completed and addressed to Assistant Director Procurement-II must reach or be dropped in the Tender Box placed in the Office of ADP-2 at NED 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. 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 expected.

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

**DIRECTOR PROCUREMENT**

Procurement Cell

NED University of Engg. & Tech Karachi

INF-KRY 4372/21

WEAR MASK-SAVE LIFE

Say No to Corruption

ماسک لگائیے - کرونا بچائیے - ماسک لگائیے - محفوظ رہیے  
ماسک پائیے - زندگی بچائیے - ماسک پائیے - محفوظ رہیے