

# **Request for Proposal**

(ITB No. 01/UoP/MP-IV/CW)

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## **PROCUREMENT OF ENGINEERING/ ARCHITECTURAL CONSULTANCY SERVICES FOR THE CONSTRUCTION OF INCUBATION CENTRE AND REHABILITATION OF CENTRAL LIBRARY AT THE UNIVERSITY OF PESHAWAR**

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**UNDER THE HEC-FUNDED PROJECT TITLED  
STRENGTHENING OF ACADEMIC AND PROFESSIONAL  
FACILITIES AT UNIVERSITY OF PESHAWAR**

**Single Stage – Two Envelope Process**

**Last date for submission of Bid Documents: February 15, 2018 up to 10:00 AM**

**Technical Bid Opening Date: February 15, 2018 at 11:00 AM**

**PROJECT DIRECTOR  
STRENGTHENING OF ACADEMIC AND PROFESSIONAL FACILITIES AT  
UNIVERSITY OF PESHAWAR**

**Office: First Floor, Quaid-e-Azam College of Commerce, University of  
Peshawar**

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## **SECTION-A:**

### **INVITATION TO BID**

#### **Procurement of Engineering/Architectural Consultancy Services (ITB No. 01/UoP/MP-IV/CW)**

1. The University of Peshawar intends to construct an Incubation Centre, and rehabilitate/renovate existing building of its Central Library under HEC-Funded Development Project titled 'Strengthening of Academic and Professional Facilities at University of Peshawar'.
2. In this regard, sealed bids on prescribed Tender Forms are invited from the Engineering/ Architectural Consulting Firm prequalified by the Higher Education Commission for Region-I (Azad Jammu & Kashmir, FATA, Gilgit-Baltistan and Khyber Pakhtunkhwa) and Category-III (Work worth less than Rs.200 Million) as per following schedule:

<b>Activity</b>	<b>Date and Time</b>
Last date for submission of Bid Documents along-with Separately Sealed Technical and Financial Proposals	15-02-2018 up to 10:00 AM
Opening of Technical Proposals	15-02-2018 at 11:00 AM

3. The bidding documents including contract conditions and description of services can be obtained from the Office of the Project Director, Strengthening of Academic and Professional Facilities at University of Peshawar, First Floor, Quaid-e-Azam College of Commerce, University of Peshawar, Jamrud Road, Peshawar, during office hours (8:00 AM to 4:00PM) on any working day (Monday-Friday) by submitting an application on Firm Letterhead against a Tender Fee of Rs.1000/-.
4. The bidders shall clearly and boldly mark the Tender description and date/time of opening at the face of sealed bid/envelope.
5. The Sealed bids, complete in all respects, must reach the Office of the Project Director, Strengthening of Academic and Professional Facilities at University of Peshawar, First Floor, Quaid-e-Azam College of Commerce, University of Peshawar, Jamrud Road, Peshawar, as per schedule above.
6. The Technical Proposal will be publicly opened in the Committee Room No.2, Main Administration Block, University of Peshawar, in the presence of the bidders.
7. The University of Peshawar reserves the right to reject any or all bids in accordance with rules in vogue.

Project Director  
Strengthening of Academic and Professional Facilities at University of Peshawar  
[mp4@uop.edu.pk](mailto:mp4@uop.edu.pk)

## **SECTION-B:**

### **INTRODUCTION OF THE PROJECT**

#### **Background Information**

The University of Peshawar started in a borrowed building Training School Peshawar (presently called Agriculture Training Institute in 1950) has now developed into a first class Institution of the country. It is a Unique Institution of Pakistan and perhaps in the whole world which impart education from the nursery to highest Ph.D. level.

The Federal Government through Higher Education Commission has approved a project titled 'Strengthening of Academic and Professional Facilities at University of Peshawar'. Under the said project civil work sub-component includes new construction of 'Incubation Centre' and 'Rehabilitation of Central Library'

#### **1. Incubation Center**

Incubation center is a place where the incubator should be focused on helping the growth of a diverse array of businesses in Khyber Pakhtunkhwa. The incubator should focus on creative industries and small businesses for its client base.

Students are eager to gain real world experience. The incubator can involve University students in a number of ways:

- It can establish a student business entrepreneurship program. This program should reserve special subsidized space for students to occupy at a low rate. It should be designed as a learning experience in which students receive help in running their own real business.
- The incubator and its businesses can provide internship and project opportunities.
- The incubator can host student business plan competitions

#### **2. Strengthening of the Central Library**

The project also focuses on the development and improvement of existing facilities and services of the Central Library with an aim to cater to the information and research needs of the library clientele. The University's long and short goals cannot be achieved in absence of a well-equipped library. The fully equipped library will ensure to improve and refine knowledge and research skills of the students and help the faculty and research scientists to achieve the objectives of the university by implying access to latest information and research results.

## **SECTION-C:**

### **INFORMATION/ INSTRUCTIONS TO THE BIDDERS**

#### **INSTRUCTION TO THE CONSULTANTS REGARDING SUBMISSION OF PROPOSALS**

1. Technical and Financial proposals both in Original written in English are required to be submitted in a sealed envelope indicating original on each enclosure, as appropriate.
2. The proposals of the consultants will be evaluated in light of the criteria under "Procurement of Consultancy Regulations 2010" (3) Method for Selection of Consultants (c) Least Cost Basis.
3. The client reserves the right for any addition alternation or amendment in the TORs of the Project.
4. Originally signed CVs of the proposed personnel having contact numbers and postal address along with availability certificate of the personnel for the project shall be annexed in the technical proposal.
5. The technical proposal should demonstrate firm's knowledge of the project requirement and its understanding of the requisite tasks set forth in the scope of work and Terms of Reference. It must contain the following information: -
  - i. Year of formation, Year of registration of the firm. Postal address and telephone/fax number with name of partners proprietor. If a firm has changed its name, a clear cut indication with date of change may be mentioned.
  - ii. Registration Number and latest renewal certificate of Pakistan Engineering Council & Pakistan Council of Architects and Town Planners.
6. List of similar/specific works in hand/completed by the firm during last Five years with year of start/completion, reason for delay (if any), total project cost, total cost of consultancy, scope of the work and actual services performed by the firm.
7. Only those of the similar projects will be considered for evaluation for which the scope of services, total cost and cost of consultancy services is certified by the client department or the firm furnishes evidence to this effect. A certificate from the client department that the firm has satisfactorily completed the consultancy assignment should also be provided.
8. A certificate to the effect that the data/information supplied in the proposal is absolutely correct & the firm accepts full responsibility for its accuracy.
9. Price proposal shall include all charges to be incurred on the services to be provided.

10. The %age rate to be quoted shall include all cost, direct cost (non salary cost), overheads & contingencies & there will be no additional payment admissible on the part of the client.
11. The successful firm would be asked to reconfirm the availability of the personnel nominated for the assignment in its technical proposal. If it is established that key staff was offered in technical proposal without confirming their availability, the competent forum may disqualify the firm.
12. The proposal would be treated as non-responsive if any of the items as mentioned above which is required for evaluation is omitted.
13. Unsealed technical and financial proposal should be rejected out rightly.
14. Any observation on TOR & LOI must be brought into the notice of the client **five days before the last date of submission of the proposals**. No objection will be entertained after the submission of the proposals.

#### **OTHER CONDITONS**

1. **Security deposit @10%** and all applicable taxes will be deducted as per the prevailing Government rules.
2. The Consultant shall establish full fledge Office at Peshawar for close liaison.
3. Consultant shall participate in monthly progress review meetings/presentation if required by the University for which no extra TA/DA, boarding, lodging and claim for incidental charges etc, shall be entertained.
4. The consultant shall not sublet the contract or any part thereof.
5. The consultancy charges shall be inclusive of all costs of topographic survey geotechnical investigations, geophysical surveys, and quality surveys/tests.
6. The consultants will provide undertaking to the effect that the key staff would not be employed on the other projects during the currency of this agreement. Any violation will liable the contract for termination.
7. If the consultant fails to complete any activity or part thereof, the client reserves the right to execute the same at the consultant risk & cost. All other terms and conditions if missed in the RFPs will be invoked as per PPRA Rules, Regulations and Guidelines.
8. The selection of consultant shall be carried out on the basis of "Procurement of Consultancy Regulations 2010" (3) Method for Selection of Consultants (c) Least Cost Basis.

## **SECTION-D:**

### **TECHNICAL PROPOSAL**

**Technical proposal shall consist of the following information about the Bidder:**

- i. Introduction
- ii. PEC Registration
- iii. PCATP Registration
- iv. Income Tax/ NTN (updated)
- v. 03 years audit report (attested)
- vi. Experience with Similar Works during last five years
  - a. Work orders.
  - b. Completion certificates
- vii. Quality of Proposed Team (CVs on prescribed format)
- viii. Methodology
  - a. Work plan and schedule to meet deadlines
  - b. Quality Control Plan
  - c. Cost Effectiveness of Design
  - d. Conceptual Design including Innovativeness

## CRITERIA FOR EVALUATION OF PROPOSAL

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

**Technical:** To Technically Qualify, a firm shall obtain at least overall 70% score, with at least 50% score on each sub-component of the proposal.

**Financial:** The selection will be made on the basis of lowest financial bid among the technically qualified firms.

### 2. Criteria for evaluation of consultant's technical proposals will be as follows: -

S. No.	Description	Max Marks
<b>A</b>	<b>Experience with Similar Works within last 5 years (Max. Marks: 40)</b>	
i	Number of projects designed for Higher Education Institutions and detailed supervision thereof - 2 marks/project for Design - 3 marks/project for Design and detailed supervision	15
ii	Rehabilitation projects designed for Higher Education Institutions and detailed supervision thereof - 2 marks/project for Design - 3 marks/project for Design and detailed supervision	9
iii	Consultancy Cost of the above mentioned projects - 2 marks/project with Consultancy Cost of less than Rs. 1.0 Million - 3 marks/project with Consultancy Cost between Rs. 1.0 and 2.0 Million - 4 marks/project with Consultancy Cost higher than Rs. 2.0 Million	16
<b>B</b>	<b>Quality of Proposed Team (Max. Marks: 40)</b>	
i.	Qualification of Proposed Team	23
ii.	Experience of Proposed Team	17
<b>C</b>	<b>Methodology (Max. Marks: 20) – Will be awarded by the Committee after presentation of the firm</b>	
i	Work plan and schedule to meet deadlines	5
ii	Quality Control Plan	5
iii	Cost Effectiveness of Design	5
iv	Conceptual Design including Innovativeness	5
	<b>Total (A+B+C)</b>	<b>100</b>



**Quality of Proposed Team: 40 Marks**

S. No.	Required Team	Max. Marks	
		Academic Qualification	Experience
<b>A</b>	<b>Design Phase</b>		
1	Project Manager	4	3
2	Structural Engineer	3	3
3	Chief Architect	3	3
4	Geotechnical Engineer	2	1
5	Electrical Engineer	2	1
6	Public Health Engineer	2	1
	<b>Sub-Total</b>	<b>16</b>	<b>12</b>
<b>B</b>	<b>Supervision Phase</b>		
7	Resident Engineer	6	4
8	Quantity Surveyor	1	1
	<b>Sub-Total</b>	<b>7</b>	<b>5</b>
	<b>Total</b>	<b>23</b>	<b>17</b>

**Minimum Qualification and Experience Required:**

i. **Team Leader / Project Manager**

Bachelor Degree in Civil Engineering with minimum 25 years relevant experience. He should be able to lead the team of the consultants for timely completion of the services with a quality output.

ii. **Geotechnical Engineer**

Bachelor Degree in Geo-Technical Engineering or MSc in Geology with minimum 15 years relevant experience.

iii. **Chief Architect**

Bachelor Degree in Architecture duly registered with PCATP with minimum 25 years relevant experience.

iv. **Structural Engineer**

Bachelor Degree in Structural Engineering with minimum 15 years relevant experience.

v. **Public Health Engineer**

Bachelor Degree in Public Health Engineering with minimum 10 years relevant experience

vi. **Electrical Engineer**

Bachelor Degree in Electrical Engineering with minimum 10 years relevant experience.

vii. **Resident Engineer:**

Bachelor Degree in Structural Engineering with minimum 20 years relevant experience of detailed supervision of the Construction Projects

viii. **Quantity Surveyor**

DAE in civil Engineering with minimum 5 years relevant experience and necessary computer literacy.

**Scoring of Academic Qualification and Experience:**

**A. Academic Qualification**

- i. For S.No.1 to 7 above, full marks will be awarded for Master Degree or higher, while 60% marks will be given for Bachelor Degree. Otherwise Zero marks will be awarded.
- ii. For S.No.8 above, full marks will be awarded for Diploma of Associate Engineer in Civil or higher qualification, otherwise Zero marks will be awarded.

**B. Experience:**

0.5 marks for each year of professional experience over and above the minimum number of years experience required as under:

**IMPORTANT NOTES:-**

1. Only those projects would be considered for evaluation for which the cost of the project and cost of consultancy services is certified by the client department or evidence thereof is furnished by the firm.
2. Minimum overall qualifying marks will be 70%. The competent forum may however, decide to lower the qualifying marks to 60% if required in any particular case when the firms with minimum score of 70% are not available. In case none of the prequalified firms obtain the desire minimum marks, the committee may decide to re-advertise.
3. Minimum of 50% marks in each category shall be mandatory for a firm to be qualified/considered for award of consultancy.
4. While considering the experience of the firm, the firm and not the individuals working in the firm will be evaluated. The experience of individuals working in the firm will be assessed separately, under personnel.
5. The expert/specialist to be evaluated indicating their specialty, nature or duties assigned in the project and man months given in manning schedule.
6. List of professional staff and C.V's of the key experts who will be handling the assignment with names, National I.D Card Number, qualification, year of passing various degrees and post qualification practical experience. The engineering council, PCATP/ Such other organization registered number of each Engineer/Architect/planner etc. will be obligatory on prescribed format.
7. An undertaking in writing by the expert as to his availability and willingness for the period mentioned in the manning schedule will be mandatory. A certificate by the firm that the personnel/experts proposed for this assignment will not be employed against any other project during the man-months earmark in manning schedule of this project.

8. NOC from the employer of the expert and undertaking by the expert in writing as to his availability and willingness for the period mentioning in manning schedule, shall be mandatory.
9. In case where serving Government employee is offered the assignment, NOC regarding his availability for the project duration from the competent authority would be obligatory.
10. The qualification and experience of the expert must always be relevant to the specialty to be assigned to them in the job under consideration. Team leader need not to be evaluated separately. If expert proposed to be engage by the firm exceed the maximum number to be evaluated, only those of the relevant expert will be evaluated whose involvement in the project in the team of man month is highest. In case a firm offers an irrelevant or un-suitable person for evaluation, the competent forum may ignore him all together.
11. In cases, where it is established that information supplied by any firms/consultant is false or intentionally misrepresented, the competent forum may take appropriate action against the firms which may lead to black listing of the firms.
12. The key staff detailed CV needs to be submitted where as for the other professional staff only qualification and experience be provided. The technical proposal would be evaluated on the basis of key staff qualification, experience and extent of availability for this assignment.
13. No marks will be awarded to an incumbent who is already engaged on currently ongoing project at the time of evaluation of technical proposal.
14. No marks will be awarded to person who is presently employee of Government / semi Government / public department unless NOC from parent department is provided.
15. All key staff of the consultant should be nominated by name in the proposal against each required position.
16. The consultants will provide undertaking to the effect that the key staff would not be employed on the other project during the currency of this agreement, any violation will liable the contract for termination.

**STANDARD FORM FOR FIRM EXPERIENCE DETAIL FOR THE PROJECT LAST 05 YEARS,  
UNDERTAKEN AND COMPLETED**

**RELEVANT SERVICES CARRIED OUT IN THE LAST FIVE YEARS**

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.

<b>S/ N</b>	<b>Project Description</b>	<b>Client/Dept</b>	<b>Type of services provided</b>	<b>Start date</b>	<b>Completi on date</b>	<b>Project Cost(M)</b>	<b>Consultan cy cost(M)</b>

Firm / Consultants' Name: \_\_\_\_\_

**THE FORMAT FOR DETAIL OF EACH PROJECT**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.

Assignment name:	Approx. value of the contract (in Rs.)
Country: Location within country:	Duration of assignment (months):
Name of PE:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract ( in Rs.)
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions Performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY STAFF**

1. Proposed Position: \_\_\_\_\_

2. Name of Firm: \_\_\_\_\_

3. Name of Staff: \_\_\_\_\_

4. Profession: \_\_\_\_\_

5. Date of Birth: \_\_\_\_\_

6. Years with Firm: \_\_\_\_\_

7. Nationality: \_\_\_\_\_

8. Membership in Professional Societies: \_\_\_\_\_

(Membership of PEC is Mandatory)

9. Detailed Tasks Assigned on the Project: \_\_\_\_\_

\_\_\_\_\_

10. **Key Qualifications:**

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. **Use up to one page**].

11. **Education:**

[Summarize college/university and other specialized education of staff member, giving names of institutions, dates attended and degrees obtained.]

**12. Employment Record:**

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, title of positions held and location of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate.

**13. Languages:-**

[Indicate proficiency in speaking, reading and writing of each language: excellent, good, fair, or poor].

**14. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

\_\_\_\_\_

Date: \_\_\_\_\_

Signature of Staff Member

Day/Month/Year

or:

\_\_\_\_\_

Authorized official from the firm

**SECTION-E:**

**FINANCIAL PROPOSAL**

Standard form for Financial Proposal

**SUMMARY OF COST FOR CONSULTANCY SERVICES**

<b>S/No</b>	<b>Description of Services Required</b>	<b>%age of the Total Building Cost* In Figure</b>	<b>%age of the total Building Cost* In Words</b>
1.	Engineering/Architectural Consultancy (Planning, Designing & Preparation of Bidding Documents) for the Buildings including Detailed Supervision of the Civil Work of the Buildings	_____ %age	_____ %age

**\* Building Cost means ‘Construction Cost of the Incubation Centre’ plus ‘Rehabilitation Cost of Central Library’**

**Notes:**

1. The quoted %age shall include all Cost, Direct Cost, Non Salary Cost, overheads & Contingencies & there will be no additional payment admissible on part of the client.
2. The Payment shall be made to the consultants as per quoted %age in stages/installment in accordance with clause 6.3 of the S.C of contract agreement for the services accordingly.
3. The service provided by the consultants shall be assumed as target oriented/performance based and no additional charges is admissible on the part of the client.
4. If the consultant fails to complete any activity or part of activity the client reserves the right to execute the same at the consultant’s risk & cost.
5. Conditional/incomplete Financial bid shall be considered non responsive.



## **SECTION-F:**

### **TERMS OF REFERENCE**

#### **A. Data Collection, Survey & Investigation Stage:**

- i. Feasibility study of the site.
- ii. Topographic survey (Digital) and preparation of contour plans.
- iii. Geo-Technical investigation of sites including field or laboratory tests (soil test etc).
- iv. Implementation of by laws of local authorities, buildings and fire etc and general observance of architectural and engineering standards.

#### **B. Preliminary Design Stage:**

- i. The Firm will arrange visit of the Client's team to Islamabad and Lahore to visit the modern Incubation Centre and Libraries
- ii. Evaluating the client's requirement analytically and technically for preparation/presentation of concept clearance plan to client/end users while designing and planning various components of the project.
- iii. Preparation/presentation of site plan, describing and illustrating preliminary architectural design/outline proposal i/c 3D views of proposed buildings.
- iv. Evaluating feedback of the client for further improvement in the design.
- v. Vetting of any design from specialized govt/semi govt. organization if deemed necessary by the client.
- vi. Making final presentation after incorporating feedback of the client.

#### **C. Master Planning Stage:**

- i. Preparing, describing and illustrating preliminary Master Plan of the project showing proposed structures, internal roads, pavement network, parking area, and open spaces etc, as per engineering/architectural standards.
- ii. Preparing and submission preliminary master plan report of the project.
- iii. Preparation and submission of final Master plan of scheme with allied accommodation along with outline utilities plans.

#### **D. Design Development Stage:**

- i. Preparation of detailed Architectural and structural design of all buildings and allied structures as per prevailing architectural and engineering codes.
- ii. Preparation & Submission of detailed working/construction drawings of each and every component of building in soft and hard form.
- iii. Preparation of modified drawings without additional charges if required by the client during design/approval/construction.

- iv. Preparation of detail layout plan. Architectural and structural design incorporating all allied electrical, mechanical and other internal and external services i.e. Telephone, water supply, sewerage, drainage, firefighting and fire alarm system, Sui gas, landscaping, roads, paths, street lights, cross drainage and sewerage disposal work, storm water drainage system, security system & CCTV.
- v. Preparation of Interior Design detail for the Incubation Centre and Library keeping in view the purpose and equipment of the said buildings
- vi. Preparation of design/drawings/specification/load calculation of electrical systems with external electrification, such as substation, street lights etc.
- vii. Preparation of standard design/drawings/specifications for solar system complete in all respect.
- viii. Preparation of design and drawings of ground water reservoirs, overhead tanks, tube wells and allied structures.
- ix. Preparation cost estimates with rate analysis for Non-scheduled items.
- x. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.
- xi. Preparation of complete tender documents/cost estimate/variation order/BOQs.
- xii. Submission & recommendation of Detail Cost estimate for accord of Technical sanction by the competent forum.
- xiii. Preparation

**E. Tender Assistance Stage:**

- i. To assist the client in pre-qualification/post-qualification of Contractors by adopting standard procedures.
- ii. To prepare NIT as per requirement of the project.
- iii. Preparation of Bidding Documents with specific provision to minimize disruption/damage to the environment and local settlements due to construction.
- iv. Preparation of essential terms & conditions which should not be in conflict with any rules to avoid complications

**F. Supervision Stage:**

- i. The quality and quantity assurance shall be the sole responsibility of the consultants being the Engineer In charge of the Project.
- ii. Full time detailed supervision of the scheme since start of the work till final satisfactory completion of all components as mentioned in the scope of the work.
- iii. Developing and ensuring Quality Assurance mechanism as per engineering / Architectural standards.
- iv. Expediting progress at the site as per work plan for timely completion of the project.
- v. Preparation & presentation of monthly progress report or any review / report to the client.

- vi. Tanking measurements of work done carried out by the contractor, preparation, submission and verification of interim payment certificates (IPC) including final bill, security and any other advances extended to the contractors / sub-contractor (if any) as per Government rules.
- vii. The detailed construction supervision shall include planning, guidance, programing, inspection, monitoring of construction activities, contractor's performance, quality /quantity control, implementation of work plans, drawings, design and specifications, preparation and verification of variation orders including drawings / sketches, correspondence with the contractor in capacity of the engineer in charge, and to maintain a good liaison with the client office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work in the best Govt. interest.

**G. Post Completion Stage:**

- i. Submission of As-built drawings / inventories / Project Completion report after successful completion of the project.
- ii. The consultants will be accountable for any defects or losses or damages as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work being the Engineer In-charge.

**SECTION-G:**

**CONDITIONS OF CONTRACT**

**a. General Conditions of Contract**

Standard Contract Agreement for Providing Consultancy Services as per PPRA/PEC/FIDIC

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Standard Contract Agreement for Providing Consultancy Services as per PPRA/PEC/FIDIC

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#### **IV. APPENDICES**

Appendix A: Description of Services

Appendix B: Reporting Requirements

Appendix C: Key Personnel and Sub-consultants

Appendix D: Breakdown of Contract Price in Foreign Currency (Not Used)

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be Provided By the Client (Not Used)

Appendix G: Integrity Pact (for Services above Rs. 10 Million)

# FORM OF CONTRACT

## CONSULTANCY AGREEMENT

Name of Work:

**ENGINEERING CONSULTANCY SERVICE (PLANNING, DESIGNING, PREPARATION OF BIDDING DOCUMENTS AND DETAILED SUPERVISION) FOR CONSTRUCTION OF INCUBATION CENTRE AND REHABILITATION OF CENTRAL LIBRARY UNDER THE PROJECT, 'STRENGTHENING OF ACADEMIC AND PROFESSIONAL FACILITIES AT UNIVERSITY OF PESHAWAR '**

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_ 2018, between, on the one hand **The Treasurer, University of Peshawar, Khyber Pakhtunkhwa, Pakistan** (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, **M/s \_\_\_\_\_** (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract: -
  - (a) the General Conditions of Contract;
  - (b) the Special Conditions of Contract;
  - (c) the following Appendices:
    - Appendix A: Description of Services
    - Appendix B: Reporting Requirements
    - Appendix C: Key Personnel and Subconsultants
    - Appendix D: Breakdown of Contract Price in Foreign Currency (**NOT USED**)
    - Appendix E: Breakdown of Contract Price in Local Currency
    - Appendix F: Services & Facilities to be Provided by the Client (**NOT USED**)
    - Appendix G: Integrity Pact (for Services above Rs. 10 Million)
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
  - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and



- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written. (This agreement contains 39- pages that may be referred to in the preceding Article).

For and on behalf of: <b>UNIVERSITY OF PESHAWAR</b>	For and on behalf of <b>M/S</b> _____
<b>Represented by</b>  Signature_____ Name_____ CNIC_____ <b>The Treasurer,</b> <b>University of Peshawar</b>  <b>WITNESS</b>  Signatures_____ Name _____ Designation_____ CNIC _____	Signature_____ Name_____ CNIC_____ <b>MD/Director/CE/</b>  <b>WITNESS</b>  Signatures_____ Name _____ Designation_____ CNIC _____

**SECTION-G1:**

**GENERAL CONDITIONS OF CONTRACT**

1. GENERAL PROVISIONS
2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT
3. OBLIGATIONS OF THE CONSULTANTS
4. CONSULTANTS' PERSONNEL
5. OBLIGATIONS OF THE CLIENT
6. PAYMENTS TO THE CONSULTANTS
7. SETTLEMENT OF DISPUTES
8. INTEGRITY PACT

## **1. GENERAL PROVISIONS**

### **1.1 Definitions**

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and / or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (k) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (l) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (n) "Third Party" means any person or entity other than the Client, the Consultants or a Sub-consultant; and
- (o) "Project" means the work specified in SC for which engineering consultancy services are desired.
- (p) "Contractor" means the work specified in SC for which engineering consultancy services are desired.

### **1.2 Law Governing the Contract**

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

### **1.3 Language**

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

#### **1.4 Notices**

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

#### **1.5 Location**

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

#### **1.6 Authorized Representatives**

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

#### **1.7 Taxes and Duties**

Unless specified in the SC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

#### **1.8 Leader of Joint Venture**

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

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

#### **2.1 Effectiveness of Contract**

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

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

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the SC, either Party may, by not less than four (04) weeks written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

### **2.3 Commencement of Services**

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

### **2.4 Expiration of Contract**

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

### **2.5 Modification**

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

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

If the scope or duration of the Services is increased:

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

### **2.7 Force Majeure**

#### **2.7.1 Definition**

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

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

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

### **2.7.3 Extension of Time**

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

### **2.7.4 Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purpose of the Services and in reactivating the Services after the end of such period.

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

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

## **2.9 Termination**

### **2.9.1 By the Client**

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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

### **2.9.2 By the Consultants**

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

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

### **2.9.3 Cessation of Services**

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

### **2.9.4 Payment upon Termination**

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

- (a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of

termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;

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

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

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

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

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

### **3.1 General**

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

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

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

### **3.3 Confidentiality**

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within (02) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.



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

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

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

The liability of the Consultants expires after one (01) year from the stipulated date of completion of construction or after three (03) years from the date of final completion of the design whichever is earlier.

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

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

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

The Consultants (a) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

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

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

- (a) Appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub-consultants and the terms and conditions of the subcontract shall have been approved in writing by the

Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultants and its Personnel pursuant to this Contract;

(c) any other action that may be specified in the SC.

### **3.7 Reporting Obligations**

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

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

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

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

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

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

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

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

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

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title

and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

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

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

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

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

##### **5.1.1 Assistance**

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

- (a) provide at no cost to the Consultants, Sub-consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) Assist to obtain the existing data pertaining or relevant to the carrying out of the Services, available with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) Assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;

- (e) Provide to the Consultants, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

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

The Client shall:

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

#### **5.1.3 Approvals**

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

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

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

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

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

#### **5.4 Services and Facilities**

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

#### **5.5 Payments**

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

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

#### **6.1 Lump Sum Remuneration**

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out

the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

## **6.2 Contract Price**

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

## **6.3 Terms and Conditions of Payment**

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

## **6.4 Period of Payment**

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

## **6.5 Delayed Payments**

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

## **6.6 Additional Services**

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) Any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional

Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices-D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

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

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

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

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

#### **7.1 Amicable Settlement**

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

#### **7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made there under and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.

### **8. INTEGRITY PACT**

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

- i. recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub Consultant, agents or servants;
- ii. terminate the Contract; and

- iii. recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub Consultant, agents or servants.

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

## **SECTION-G2:**

### **SPECIAL CONDITIONS OF CONTRACT**

- 1.1 Definitions
- 1.6 Authorized Representatives
- 1.7 Taxes and Duties
- 1.8 Leader of Joint Venture
- 2.1 Effectiveness of Contract
- 2.2 Termination of Contract for Failure to Become Effective
- 2.3 Commencement of Services
- 2.4 Expiration of Contract
- 2.6 Extension of Time for Completion
- 3.5 Insurance to be taken out by the consultants
- 3.6 Consultants' Actions Requiring Client's Prior Approval
- 3.8 Documents Prepared by the Consultants to be the Property of the Client
- 5.1.1 Assistance
- 5.1.2 Coordination
- 5.1.3 Approvals
- 6.2 Contract Price
- 6.3 Terms and Conditions of Payment
- 6.4 Period of Payment
- 6.5 Delayed Payment
- 7.2 Dispute Settlement



## 1.1 Definitions:

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and / or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan
- (h) "Higher Education Commission (HEC)" means the Higher Education Commission of Pakistan established by the Government of Pakistan under Higher Education Commission Ordinance-2002 ((LIII of 2002)
- (i) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Sub-consultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

## 1.6 Authorized Representatives:

The Authorized Representatives are the following:

### For The Client:

#### **THE PROJECT DIRECTOR**

**Strengthening of Academic and Professional Facilities at University of Peshawar**

**Office: First Floor, Quaid-e-Azam College of Commerce, University of Peshawar**

Cell No. 0300 932 0406; Email: [mp4@uop.edu.pk](mailto:mp4@uop.edu.pk)

**THE RESIDENT ENGINEER**

**Strengthening of Academic and Professional Facilities at University of Peshawar**

**Office: Directorate of Works, Opposite Hostel Block-D, University of Peshawar**

Cell: 03343344454

**FOR THE CONSULTANT:**

Name \_\_\_\_\_

Designation \_\_\_\_\_

M/s \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**1.7 Taxes and Duties**

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

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

**2.1 Effectiveness of Contract**

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

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

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

**2.3 Commencement of Services**

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

**2.4 Expiration of Contract**

The period of completion of Services shall be:-

- i. **Design Phase: 2-Months:** starting within 15 days after signing of the contract agreement between the parties.
- ii. **“Supervision Phase”:** starting with the commencement of work by the Contractor and completing with the full and final completion of Work by the Contractor/(s) of both the Incubation Centre and Central Library.

- iii. **“Completion of Services”** means final deliverable of the project to the client as mentioned in the attached “Appendix-B”.

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

If the scope or duration of the Services is increased:

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

## **3.5 Insurance to be taken out by the consultants:**

The risks and the coverages shall be as follows:

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

## **3.6 Consultants' Actions Requiring Client's Prior Approval (N.A)**

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

The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.

### **5.1.1 Assistance**

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

### **5.1.2 Coordination**

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

1. Local Government
2. WAPDA
3. SNGPL
4. PTCL etc.
5. Any other Agency

### **5.1.3 Approvals**

The Client shall accord the recommend the design documents not later than **fourteen (14) days** from the date of their submission by the Consultants.

After Client’s recommendations of the design documents, the same shall be submitted to the Higher Education Commission, Islamabad, for approval from their Technical Committee constituted for the purpose. After such approval is granted, the Consultant shall be informed accordingly within **seven (07) days**.

Where revision in documents is recommended by the Client and/or Higher Education Commission, the recommendation/approval times mentioned above shall be applicable on resubmitted documents.

## 6.2 Contract Price

The contract price for consultancy services, for the purpose of the agreement is \_\_\_\_\_% of final total project cost. The actual contract price shall be determined on the basis of final total project cost.

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

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

## 6.3 Terms and Conditions of Payment

### a. Design Fee (40% of Total Contract Price)

i. Approval of Preliminary Drawing/Sketch	20% of design fee
ii. Approval from HEC of Detailed Working Drawing including structural, electrical, plumbing and sewerage, external development (car parking walkways, safety grills & plinth protection, etc.), CCTV, Networking details. <b>Note-1:</b> Preparation / Provision of all the essential facilities as required in an educational building. <b>Note-2:</b> Building should have Symmetrical external view with the nearest buildings.	25% of design fee
iii. Submission of Detailed Bill of Quantities along with Engineers Estimate based on the prevailing MRS KP. Alongwith detailed Rate Analysis of Non-Schedule Items, if included in the estimate	30% of design fee
iv. Submission of Detailed Technical Specifications, etc.	15% of design fee
v. Submission of structural drawing calculations & soft copies of drawings, BOQs & Estimates.	10% of design fee
vi. The Consultant shall pay visit in connection with Technical matter whenever required by the project management.	

### b. Supervision Fee (60% of the Contract Price)

The payments for this phase will be effected on a monthly basis, according to actual time input, and actual amounts spent.

**Retention Money @10% of every bill** shall be retained till successful completion of Defect liability Period and will be released upon issuance of Defect liability Certificate.

**6.4 Period of Payment**

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

**7.2 Dispute Settlement**

Venue of arbitration shall be Peshawar and the courts located only in Peshawar shall have jurisdiction in the matter.

**SECTION-H:**

## **APPENDICES TO CONTRACT**

**Appendix A - Description of the Services**

**Appendix B – Reporting Requirements**

**Appendix C - Key Personnel**

**Appendix D - Break down of Contract Price in Foreign Currency**

**Appendix E - Break down of Contract Price in Local Currency**

**Appendix F – Services and Facilities to be provided by the Client**

**Appendix G - Integrity Pact**

**DESCRIPTION OF THE SERVICES**

**A. Data Collection, Survey & Investigation Stage:**

- i. Feasibility study of the site.
- ii. Topographic survey (Digital) and preparation of contour plans.
- iii. Geo-Technical investigation of sites including field or laboratory tests (soil test etc).
- iv. Implementation of by laws of local authorities, buildings and fire etc and general observance of architectural and engineering standards.

**B. Preliminary Design Stage:**

- i. The Firm will arrange visit of the Client's team to Islamabad and Lahore to visit the modern Incubation Centre and Libraries
- ii. Evaluating the client's requirement analytically and technically for preparation/presentation of concept clearance plan to client/end users while designing and planning various components of the project.
- iii. Preparation/presentation of site plan, describing and illustrating preliminary architectural design/outline proposal i/c 3D views of proposed buildings.
- iv. Evaluating feedback of the client for further improvement in the design.
- v. Vetting of any design from specialized govt/semi govt. organization if deemed necessary by the client.
- vi. Making final presentation after incorporating feedback of the client.

**C. Master Planning Stage:**

- i. Preparing, describing and illustrating preliminary Master Plan of the project showing proposed structures, internal roads, pavement network, parking area, and open spaces etc, as per engineering/architectural standards.
- ii. Preparing and submission preliminary master plan report of the project.
- iii. Preparation and submission of final Master plan of scheme with allied accommodation along with outline utilities plans.

**D. Design Development Stage:**

- i. Preparation of detailed Architectural and structural design of all buildings and allied structures as per prevailing architectural and engineering codes.
- ii. Preparation & Submission of detailed working/construction drawings of each and every component of building in soft and hard form.
- iii. Preparation of modified drawings without additional charges if required by the client during design/approval/construction.
- iv. Preparation of detail layout plan. Architectural and structural design incorporating all allied electrical, mechanical and other internal and external services i.e. Telephone,

water supply, sewerage, drainage, firefighting and fire alarm system, Sui gas, landscaping, roads, paths, street lights, cross drainage and sewerage disposal work, storm water drainage system, security system & CCTV.

- v. Preparation of Interior Design detail for the Incubation Centre and Library keeping in view the purpose and equipment of the said buildings
- vi. Preparation of design/drawings/specification/load calculation of electrical systems with external electrification, such as substation, street lights etc.
- vii. Preparation of standard design/drawings/specifications for solar system complete in all respect.
- viii. Preparation of design and drawings of ground water reservoirs, overhead tanks, tube wells and allied structures.
- ix. Preparation cost estimates with rate analysis for Non-scheduled items.
- x. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.
- xi. Preparation of complete tender documents/cost estimate/variation order/BOQs.
- xii. Submission & recommendation of Detail Cost estimate for accord of Technical sanction by the competent forum.
- xiii. Preparation

**E. Tender Assistance Stage:**

- i. To assist the client in pre-qualification/post-qualification of Contractors by adopting standard procedures.
- ii. To prepare NIT as per requirement of the project.
- iii. Preparation of Biding Documents with specific provision to minimize disruption/damage to the environment and local settlements due to construction.
- iv. Preparation of essential terms & conditions which should not be in conflict with any rules to avoid complications

**F. Supervision Stage:**

- i. The quality and quantity assurance shall be the sole responsibility of the consultants being the Engineer In charge of the Project.
- ii. Full time detailed supervision of the scheme since start of the work till final satisfactory completion of all components as mentioned in the scope of the work.
- iii. Developing and ensuring Quality Assurance mechanism as per engineering / Architectural standards.
- iv. Expediting progress at the site as per work plan for timely completion of the project.
- v. Preparation & presentation of monthly progress report or any review / report to the client.
- vi. Tanking measurements of work done carried out by the contractor, preparation, submission and verification of interim payment certificates (IPC) including final bill,



security and any other advances extended to the contractors / sub-contractor (if any) as per Government rules.

- vii. The detailed construction supervision shall include planning, guidance, programing, inspection, monitoring of construction activities, contractor's performance, quality /quantity control, implementation of work plans, drawings, design and specifications, preparation and verification of variation orders including drawings / sketches, correspondence with the contractor in capacity of the engineer in charge, and to maintain a good liaison with the client office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work in the best Govt. interest.

**G. Post Completion Stage:**

- i. Submission of As-built drawings / inventories / Project Completion report after successful completion of the project.
- ii. The consultants will be accountable for any defects or losses or damages as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work being the Engineer In-charge.

**REPORTING REQUIREMENTS**

**The Consultants shall submit the following reports (20-Sets/Each)  
(in both Hard & Soft copies):-**

**1 Concept Design:**

- 1.1 A3 Concept Design Report
- 1.2 A3 Concept Design Drawings
- 1.3 Power Point Presentation

**2 Schematic Design:**

- 2.1 A3 Schematic Design Report
- 2.2 A2 Schematic Design Drawings
- 2.3 A4 Preliminary Cost Estimates
- 2.4 Power Point Presentation

**3 Design Development:**

- 3.1 A3 Design Development Report
- 3.2 A2 Design Development Drawings
- 3.3 Structural Design Calculations
- 3.4 Detailed BOQ & Cost Estimates
- 3.5 A4 Detailed Specifications
- 3.6 A4 Conditions of Contract

**4 Tender Drawings and Bid Documents:**

- 4.1 A1 Tender Sets of Architectural & Engineering Drawings
- 4.2 A4 Detailed Specifications
- 4.3 A4 Conditions of Contract
- 4.4 Complete Bid Documents for Contractors as per PPRA/PEC

**5 Construction Drawings:**

- 5.1 A1 Construction Sets of Architectural & Engineering Drawings
- 5.2 Complete As-Build Architectural & Engineer Drawings after Completion of Project

**6 Supervision**

- 6.1 Verification Report of Bills submitted by the Contractors alongwith Quality Certificate of the Work Done
- 6.2 Monthly Physical and Financial Progress Report
- 6.3 Quarterly Physical and Financial Progress Report
- 6.4 Yearly Physical and Financial Progress Report

**DETAILS OF KEY STAFF**

**A) PROJECT STAFF**

**BREAK DOWN OF CONTRACT PRICE IN FOREIGN CURRENCY**

**(NOT APPLICABLE)**

**APPENDIX - E**

**BREAK DOWN OF CONTRACT PRICE IN LOCAL CURRENCY**

<b>S/No</b>	<b>Description of Services Required</b>	<b>%age of the Total Building Cost* In Figure</b>	<b>%age of the total Building Cost* In Words</b>
1.	Engineering Consultancy (Planning, Designing & Preparation of Bidding Documents) For the Buildings including Detailed Supervision of the Civil Work of the Buildings	_____ %age	_____ %age

**\* Building Cost means 'Construction Cost of the Incubation Centre' plus 'Rehabilitation Cost of Central Library'**

**SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT**

**(NOT APPLICABLE)**

**(INTEGRITY PACT)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title:

**CONSULTANCY SERVICE (PLANNING, DESIGNING, PREPARATION OF BIDDING  
DOCUMENTS, AND DETAILED SUPERVISION) FOR CONSTRUCTION OF INCUBATION CENTRE  
AND REHABILITATION OF CENTRAL LIBRARY UNDER THE PROJECT, 'STRENGTHENING OF  
ACADEMIC AND PROFESSIONAL FACILITIES AT UNIVERSITY OF PESHAWAR'**

..... [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.

Consultant

Client

Signature: .....

Signature: .....