

**PAK-AUSTRIA FACHHOCHSCHULE
INSTITUTE OF APPLIED SCIENCE & TECHNOLOGY
MANG HARIPUR KHYBER PAKHTUNKHWA**

“REQUEST FOR PROPOSAL”



**Consultancy Services (Social Feasibility Study, Detail
Designing & Construction Supervision)**

For the Project

**“Establishing School of Medicine, Dentistry and Allied
Sciences” at PAF-IAST, Haripur”**

PROJECT DIRECTORATE

PAK-Austria Fachhochschule, Institute of Applied Science &
Technology, Mang Haripur

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REQUEST FOR PROPOSAL

Country: Pakistan
Province: Khyber Pakhtunkhwa
District: Haripur
Title of consulting:

1-	Social Feasibility Study, Detail Designing & Construction Supervision of Establishing School of Medicine, Dentistry and Allied Sciences” at PAF-IAST, Haripur
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DEFINITIONS:

- a) "Client" means the agency with which the selected Consultant signs the Contract for the Services.
- b) "Consultant" means any entity including a Joint Venture that will provide the Services to the Client under the Contract.
- c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is the General Conditions (GC), the Special Conditions (SC) by which the GC may be amended or supplemented, and the Appendices.
- d) "Data Sheet" means such part of the Instructions to Consultants used to reflect specific assignment conditions.
- e) "Day" means calendar day.
- f) "Government" means the government of Khyber Pakhtunkhwa.
- g) "Instructions to Consultants" means the document which provides short listed Consultants with all information needed to prepare their Proposals.
- j) "Joint Venture" means a Consultant which comprises two or more Partners each of whom will be jointly and severally liable to the Client for all the Consultant's obligations under the Contract.
- k) "Personnel" means qualified persons provided by the Consultant and assigned to perform the Services or any part thereof.
- l) "Proposal" means a technical proposal or a financial proposal, or both.
- m) "QBS" means Quality-Based Selection.
- n) "QCBS" means Quality- and Cost-Based Selection.
- o) "RFP" means this Request for Proposal.
- p) "Services" means the work to be performed pursuant to the Contract.
- q) "SSS" means the Single Source Selection.
- r) "Standard Electronic Means" includes facsimile and email transmissions.

- s) "Sub-Consultant" means any person or entity with whom the Consultant associates for performance of any part of the Services and for whom the Consultant is fully responsible.
- t) "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.

LETTER OF INVITATION (LOI)

Location & Date: PAK-Austria Fachhochschule, Institute of Applied Science & Technology, Mang Haripur

Dated: 11th January 2022.

Name & Address of Consultant: _____

Attention:

1. INTRODUCTION

- 1.1 You are hereby invited to submit a technical and a financial proposal for 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.
- 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 Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. (When the Assignment includes several phases, continuation of services for the next phase shall be subject to satisfactory performance of the previous phase, as determined and directed by the Client).
- 1.4 The Client PAK-Austria Fachhochschule, Institute of Applied Science & Technology has been entrusted the duty to implement the Project as Executing Agency by the (*Government of Khyber Pakhtunkhwa.*) and funds for the project for the phase have been approved and provided in the budget 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 issued.
- 1.5 To obtain first-hand information on the Assignment and on the local conditions, you are encouraged to pay a visit to the Client before submitting a proposal and attend a pre-proposal conference if specified in the Data Sheet. Your representative shall meet the officials named in the Data Sheet. Please ensure that these officials are advised of the visit in advance to allow adequate time for them to make appropriate arrangements. You must fully inform yourself of local conditions and take them into account in preparing your proposal.
- 1.6 The Client shall provide the inputs specified in the Data Sheet, assist the Consultants in obtaining licenses and permits needed to carry out the

services, and make available relevant project data and reports.

1.7 Please note that:

i) The cost of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and

ii) The Client is not bound to accept any of the proposals submitted.

1.8 An invitation to submit proposals has been sent to the firms as listed/stated in the Data Sheet.

1.9 We wish to remind you that in order to avoid conflicts of interest:

i) 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

ii) 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.

2. DOCUMENTS

2.1 To prepare a proposal, please use the attached Forms/Documents listed in the Data Sheet.

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, telex or telefax shall be sent to the Client's address indicated in the Data Sheet. The Client shall respond by cable, telex 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, telex or telefax to all invited consulting firms and will be 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:

i) If you consider that your firm does not have all the expertise for the Assignment you may obtain a full range of expertise by associating with other firms or entities. You may also utilize the services of expatriate experts but only to the extent for which the requisite expertise is not available in any Pakistani Firm. You may not associate with the other firms invited for this Assignment unless specified in the Data Sheet.

ii) Subcontracting part of the Assignment to other consultants if considered desirable; the same sub-consultant may be included in several proposals, subject to limitations in the Data Sheet.

iii) The estimated number of key professional staff-months required for the Assignment is stated in the Data Sheet. Your proposal should be based on a number of key professional staff-months substantially in accordance with the above number. However you may propose changes in the light of your experience through your comments on the TOR.

iv) The key professional staff proposed shall be permanent employees of the firm unless otherwise indicated in the Data Sheet.

v) Proposed staff should have experience preferably under conditions similar to those prevailing in the area of the Assignment. The minimum required experience of proposed key staff shall be as listed in the Data Sheet.

vi) No alternative to key professional staff may be proposed, and only one curriculum vitae (CV) may be submitted for each position.

vii) Study reports must be in the English Language. Working knowledge of the national language by the firm's personnel is recommended. The knowledge of the regional language where the Assignment is located will be considered additional qualification.

3.4 Your technical proposal shall provide the following and any additional

information, using the formats attached in Appendix 1:

I-Form-1 A brief description of the Consultant's organization and an outline of recent Five Years experience on assignments of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff provided, duration, contract amount and firm's involvement.

I-Form-2 A list of projects presently being under taken by the Firm and expertise-wise total number and number of staff deployed on the projects being presently under-taken.

I-Form-3 Consultants' 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.

I-Form-4 Any comments or suggestions on the TOR;
The Consultant's comments, if any, on the data, services and facilities to be provided by the Client and indicated in the TOR.

I-Form-5 CVs recently signed by the proposed key professional staff. Key information should include number of years with the firm, and degree of responsibility held in various assignments especially during the last ten (10) years.

I-Form-6 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.

I-Form-7 A schedule for compilation and submission of various types of reports as envisaged in Appendix-B of TOR .

I-Form-8 A work plan and time schedule for the key personnel also showing the total number of person-months by each key person.

I-Form-9 The composition of the proposed staff team, the tasks which would be assigned to each staff members and their positions.

10. If the Data Sheet specifies training as a major component of the Assignment, a detailed description of the proposed methodology, staffing, budget and monitoring.

11. Any additional information as requested in the Data Sheet.

3.5 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.

Financial Proposal

- 3.6 The financial proposal should list the costs associated with the Assignment. These normally cover 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 broken into foreign (if applicable) and local costs. Your financial proposal should be prepared using the format attached as Appendix-II. Your financial proposal shall clearly state the amount for Social Feasibility Study, Design Phase and Supervision Phase separately.
- 3.7 The financial proposal shall also take into account the professional liability as provided under the relevant Contract for Engineering Consultancy Services Govt.of Khyber Pakhtunkhwa.

- 3.8 Costs may be expressed in currency(ies) listed in the Data Sheet

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. 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 envelop 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 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 a`nd shall be signed by the authorized Consultant's representative. The representative's authorization shall be confirmed by a written power of attorney accompanying the proposals. All pages of the technical and financial proposals shall be initialed by the person or persons signing the proposal.
- 4.3 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.

- 4.4 The completed technical and financial proposals shall be delivered on or before the time and date stated in the Data Sheet.
- 4.5 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.

5. PROPOSAL EVALUATION

- 5.1 A two-envelope procedure shall be adopted in ranking of the proposals. The technical evaluation shall be carried out first, followed by the financial evaluation. Firms shall be ranked using a combined technical/financial score.

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 Data Sheet. Each responsive proposal shall be attributed a technical score (St). Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals returned un-opened.

Financial Proposal

For Quality cum Cost Based Selection

- 5.3 The financial proposals of the consulting firms scoring more than 70%, on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend. The Client shall inform the date, time and address for opening of financial proposals as indicated in the data Sheet. The total cost and major components of each proposal shall be publicly announced to the attending representatives of the firms.
- 5.4 The evaluation committee shall determine whether the financial proposals are complete and without computational errors. The lowest financial proposal (Fm) among the three shall be given a financial score (Sf) of 100 points. The financial scores of the proposals shall be computed as follows:

$$S_f = 100 \times \frac{F_m}{F}$$

(F = amount of specific financial proposal)

- 5.5 Proposals, in the quality cum cost based selection shall finally be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T- the weight given to the technical proposal, P = the weight given to

the financial proposal; and T+P=1) indicated in the Data Sheet:

$$S = S_t \times T \% + S_f \times P\%$$

6. NEGOTIATION

- 6.1 Prior to the expiration of proposal validity, the Client shall notify the successful Consultant that submitted the highest ranking proposal in writing, by registered letter, cable telex or facsimile and invite it to negotiate the Contract.
- 6.2 Negotiations normally take from two to five days. The aim is to reach agreement on all points and initial a draft contract by the conclusion of negotiations.
- 6.3 Negotiations shall commence with a discussion of your technical proposal. The proposed methodology, work plan, staffing and any suggestions you may have made to improve the TOR. Agreement shall then be reached on the final TOR, the staffing, and the bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting.
- 6.4 Changes agreed upon shall then be reflected in the financial proposal, using proposed unit rates (no negotiation of the staff month rates).
- 6.5 Having selected Consultants on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the staff named in the proposal. Prior to contract negotiations, the Client shall require assurances that the staff members will be actually available. The Client shall not consider substitutions of key staff except in cases of un-expected delays in the starting date or incapacity of key professional staff for reasons of health.
- 6.6 The negotiations shall be concluded with a review of the draft form of the contract. The Client and the Consultants shall finalize the contract to conclude negotiations. If negotiations fail, the Client shall invite the Consultants that received the second highest score in ranking to Contract negotiations. The procedure will continue with the third in case the negotiation process is not successful with the second ranked consultants.

7. AWARD OF CONTRACT

- 7.1 The contract shall be awarded after successful negotiations with the selected Consultants and approved by the competent authority. Upon successful completion of negotiations/initialling of the draft contract, the Client shall

promptly inform the other Consultants that their proposals have not been selected.

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

8. CONFIRMATION OF RECEIPT

8.1 Please inform the Client by telex/facsimile 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.

LETTER OF INVITATION (LOI) DATA SHEET

LOI Clause #

1.1 The name of the Assignment is :

Social Feasibility Study, Detailed Designing, Preparation of Bidding Documents Bid Evaluation and Construction Supervision of:

ESTABLISHING SCHOOL OF MEDICINE, DENTISTRY AND ALLIED SCIENCES” AT PAF-IASST, HARIPUR
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The name of the Client is: Project Director, PAK-Austria Fachhochschule, Institute of Applied Science & Technology, Mang Haripur

1.2 The description and the objectives of the Assignment are:

The Project Director PAK-Austria Fachhochschule, Institute of Applied Science & Technology, Mang Haripur is intend to conduct a potential Socio-Economic analysis for the Project “**ESTABLISHING SCHOOL OF MEDICINE, DENTISTRY AND ALLIED SCIENCES” AT PAF-IASST, HARIPUR**” followed by Master Planning, Geo Technical Investigation, Detailed Designing, Preparation of Bidding Documents Bid Evaluation and Construction Supervision through consultants for which the consultant are advised to submit their Technical & Financial Proposal for the following two components. The later is subjected to the condition when the proposed project will viable to the executed based on the social feasibility study.

- a. To conduct Social viability Assesment of the Project.
- b. Master Planning, Geo Technical Investigation, Detailed Designing, Preparation of Bidding Documents Bid Evaluation and Construction Supervision (**Details are provided as per attached TOR’s**)

1.3 Phasing of the Assignment (if any): NA

1.5 Pre-Proposal Conference: Yes (√) No _____

Date: 27th Dec 2021 Time: 12:00 Hrs

Venue: PAF-IASST, Mang Haripur

1.6 The Client shall provide the following inputs: As per Appendix-E of Contract for Engineering Consultancy Services.

2.1 The Documents are: LOI, Data Sheet, Technial & Financial Proposal forms TOR/Background information, Draft Form of Contract, Sample formats / Appendices etc.

2.2 The address for seeking clarification is: PAF-IASST, Mang Haripur

- 3.3 (i) A short-listed firm may associate with another short-listed firm.
Yes (✓) No ____
- (ii) The sub-consultant shortlisted by client may participate in several proposals
Yes ____ No (✓)
- (iii) The estimated number of key professional staff months is attached as Annexure-A
- iv) Proposed key staff shall be permanent employees who are employed with the consultants at least six months prior to submission of Proposal.
Yes (✓) No ____
- (v) The minimum required experience of proposed Key staff is]: attached Annexure-A

3.4 (10) Training is an important feature of this Assignment:.

Yes ____ No (✓)

3.7 Professional liability, insurances (description or reference to appropriate documentation): Covered under clause 3.4 of of KPK Contract for Engineering Consultancy Services.

4.1 The number of copies of the Proposal required is: One original & One copy.

4.2 The address for writing on the proposal is : **Project Director PAK-Austria Fachhochschule, Institute of Applied Science & Technology, University of Haripur**

Telephone: 0995-612265

4.3 The date and time of proposal submission is: 04th Jan 2021 at 12:00 Hrs

Note: (Proposal received later than 12:00 Hrs will not be acceptable)

4.4 Validity period of the proposal is (days, date): 90 days

The location for submission of proposals is: **Project Director, PAF-IAST, Mang Haripur**

5.2 Technical Proposal Evaluation Criteria:

A. Mandatory Requirements

- i. Registration and Renewal with PEC / PCATP for the year 2021-22.
- ii. Registration with FBR with active status.
- iii. Valid Registration Certificate with KPRA
- iv. Audited Statement of Accounts & Annual Turnover for the Last Three Years
- v. A valid affidavit for the current month issued in the name of Client attested by oath commissioner on stamp paper of amount Rs.100/- that the firm has not been blacklisted or debarred by any Government / Autonomous / International Body.
- vi. Documents to substantiate the forming of JV / Association / Consortium as per guidelines of the governing body (PEC / PCATP) if any.

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

B. The points given to each category of evaluation criteria are:

S.No	Description / Items	Points*
1	Specific experience of the consultants related to the Assignment	20
2	Adequacy of the proposed Work Plan and Methodology in responding to the TOR	20
3	Qualification and competence of the Key Staff for the Assignment	60
4	Suitability for the transfer of knowledge Programme (training)	0
	Total Points	100

Category wise Evaluation Criteria as under.

1. FIRM' S EXPERIENCE

(Total 20-Marks)

S.No	Detail	Marks
1	Ongoing / In-hand / Complete HEI's Projects involving Design / Construction Supervision costing Rs. 500.00 Million and above (03-No's Projects) Attach copy of Letter of Acceptance or copy of Agreement / Completion / Performance Certificate.	10-Marks
2	Ongoing / In-hand / Complete General Projects involving Design / Construction Supervision costing Rs. 500.00 Million and above (03-No's Projects) Attach copy of Letter of Acceptance or copy of Agreement / Completion / Performance Certificate.	10-Marks

Note: For Ongoing / in-hand projects, attach copy of Letter of acceptance / work order / agreement and for completed projects, attach copy of completion / performance certificate, otherwise no marks will be awarded.

2. APPROACH & METHODOLOGY

(Total 20-Marks)

S.No	Criteria	Marks
1	Work Plan & Schedule to meet the deadline	05-Marks Provide detailed activity break down structure for completion of task within the scheduled time for completion.
2	Approach & Methodology	05-Marks a) Brief overview of Organization b) Organization Chart 05-Marks a) Provide brief write-up about approach and methodology to be adopted for Social Feasibility Study 05-Marks a) Provide brief write-up about

	approach and methodology to be adopted for Design & Construction Supervision
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3. KEY PERSONNEL (Total 60-Marks)

S.No	Criteria	Marks
A- Social Feasibility Study Stage		
1	Program Manager Master Degree in Computer Sciences / Social Sciences with 15- years relevant experience	05-Marks a) Full marks will be awarded to Program Manager having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
2	Health Services Consultants Master Degree in Biomedical Sciences with 15- years relevant experience	05-Marks a) Full marks will be awarded to Health Services Consultants having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
3	Sociologist / Economist Master Degree in Public Administration / Social Sciences / Economics with 10- years relevant experience	05-Marks a) Full marks will be awarded to Sociologist / Economist having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
4	Technical Reporter Master Degree in applied Linguistics with 10- years relevant experience	04-Marks a) Full marks will be awarded to Technical Reporter having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
5	Data Analyst / Researcher Bachelor Degree in Computer Science / Software Engineering with 03- years relevant experience	03-Marks a) Full marks will be awarded to Data Analyst / Researcher having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
6	Data Collector / Surveyor Bachelor Degree in Economics / Social Sciences / Computer Sciences with 03- years relevant experience	03-Marks a) Full marks will be awarded to Data Collector / Surveyor having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
B- Detail Designing Stage		
1	Team Leader / Project Manager Bachelor in Civil Engineering with 20- years min. relevant experience	05-Marks a) Full marks will be awarded to Team Leader / Project Manager having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
2	Architect Bachelor in Architecture with 15- years min. relevant	04-Marks a) Full marks will be awarded to Architect having said qualification and experience.

	experience	b) No mark will be awarded, if qualification and experience criteria is not met
3	Structure Engineer Master in Structural Engineering with 10- years min. relevant experience	03-Marks a) Full marks will be awarded to Structure Engineer having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
4	Geotechnical Engineer Master in Geo Technical Engineering with 10- years min. relevant experience	02-Marks a) Full marks will be awarded to Geo Technical Engineer having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
5	Electrical Engineer Bachelor in Electrical Engineering with 10- years min. relevant experience	02-Marks a) Full marks will be awarded to Electrical Engineer having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
6	Quantity Surveyor DAE in Civil Engineering with 10- years min. relevant experience	02-Marks a) Full marks will be awarded to Quantity Surveyor having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
7	Land Surveyor DAE in Civil Engineering with 10- years min. relevant experience	02-Marks a) Full marks will be awarded to Land Surveyor having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
C- Supervision Stage		
1	Resident Engineer Bachelor in Civil Engineering with 12-years min. relevant experience	05-Marks a) Full marks will be awarded Resident Engineer having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
2	Site Inspector Civil 2-No's DAE in Civil Engineering with 06-years min. relevant experience	04-Marks (02-for each) a) Full marks will be awarded to Site Inspector having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
3	Electrical Engineer Bachelor in Electrical Engineering with 05-years min. relevant experience	03-Marks a) Full marks will be awarded to Electrical Engineer having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
4	Quantity Surveyor DAE in Civil Engineering with	03-Marks a) Full marks will be awarded to Quantity

	10- years min. relevant experience	Surveyo to Quantity Surveyor having said qualification and experience. b) No mark will be awarded, if qualification and experience criteria is not met
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Note: The qualification of the professional staff should be supported by their academic degrees and PEC / PCATP Certificates / CNIC otherwise no marks will be awarded.

The minimum qualifying technical score [70] Points.

5.3 The date, time and address of the financial proposal opening are:-

Expected date and address for Financial Proposal opening will be notified after Technical Evaluation of proposal. The Financial proposal shall be opened in presence of authorized representative of Firms.

5.5 The weights given to the Technical and Financial Proposals are:-

Technical: 0.80
Financial : 0.20

7.2 The Assignment is expected to commence on:-

Date: by the End of Jan 2021

Location: PAF-IAST, Mang Haripur

Sincerely,

Project Director
PAK-Austria Fachhochschule,
Institute of Applied Science & Technology, Mang Haripur

Enclosures

- Sample Forms for:
 - Technical Proposal
 - Financial Proposal
- Terms of Reference
- Contract for Engineering Consultancy Services

STANDARD FORMS

APPENDIX-I

TECHNICAL PROPOSAL FORMS

Form 1

FIRM'S REFERENCE

Relevant Services Carried Out in the Last Five Years Which Best Illustrate 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.

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by Your Firm:
Name of Client:		No of Staff:
Address:		No of Staff Months:
Start Date (Month/Year):	Completion (Month/Year):	Date
		Approx. Value of Services (in Current USD/Rs.)
Name of Associated Firm (s), if any:		No. of Months of Professional Staff Provided by Associated Firm(s)
Name of Senior Staff (Project Director/Co-ordinator, Team Leader) involved and functions performed:		
Narrative Description of Project		
Description of Actual Services Provided by Your Staff		

Consultants' Name: _____

PRESENT STAFF DEPLOYMENT

(As of _____)

Major Project(s) Presently Undertaken		
Project Name	Location	Associates(s)

Field of Expertise	Total Number of Permanent Staff	Staff Assigned to Above Projects

**APPROACH PAPER ON METHODOLOGY PROPOSED
FOR PERFORMING THE ASSIGNMENT**

Approach and Methodology proposed by the firm to carry out the assignment is subdivided into several areas which include the following heads.

- Understanding of objectives
- Quality of Methodology
- Innovativeness
- Work Programme
 - Activity Schedule
 - Team Organization
 - Bar Chart
 - CPM
 - Staff Duty Matrix
 - Staffing Schedule
 - Estimate of Staff Months

- Feasibility Proposed for the Assignment
 - Support Staff
 - Office Accommodation/Furnishing
 - Living Accommodation
 - Equipment
 - Transport

- Conciseness, Clarity & Completeness in Proposal Presentation

COMMENTS/SUGGESTIONS OF CONSULTANT

On the Terms of Reference (TOR)

1.

2.

3.

4.

5.

6.

Etc.

On the data, services and facilities to be provided by the Client indicated in the TOR:-

1.

2.

3.

4.

5.

Etc.

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.

Signature of Staff Member

Date: _____
Day/Month/Year

WORK PLAN/ACTIVITY SCHEDULE

Items of Work/Activities	Monthly Programme from date of assignment (in the form of a Bar Chart)														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15

Completion and Submission of Reports

Reports	Date

WORK PLAN AND TIME SCHEDULE FOR KEY PERSONNEL

Name	Position	Months (in the form of a Bar Chart)															Number of Months	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		

Full Time: _____

Part Time: _____

**COMPOSITION OF THE TEAM PERSONNEL AND THE TASKS TO
BE ASSIGNED TO EACH TEAM MEMBER**

1. Technical/Managerial Staff

Name	Position	Task Assignment

2. Support Staff

Name	Position	Task Assignment

APPENDIX-II

FINANCIAL PROPOSAL
Standard form for Financial Proposal

SUMMARY OF COST FOR CONSULTANCY SERVICES

S.No	Description of Services Required	%age of the total Cost In Figure	%age of the total Cost In Words
1.	Social Feasibility Study		
2.	Engineering Consultancy (Planning, Designing & Preparation of Bidding Documents)		
3.	Construction Supervision		
	Total 1+2+3		

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 6.3a & 6.3b of the 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 reserve the right to execute the same at the consultant's risk & cost.
5. Conditional/incomplete Financial bid shall be considered non responsive.

TERMS OF REFERENCE

TERMS OF REFERENCE FOR SOCIAL FEASIBILITY STUDY. SURVEY. MASTER PLANNING. SOIL INVESTIGATION. DESIGNING. ARCHTECHURAL / STRUCTURAL PREPARATION OF PC-I, BOQ BIDDING DOCUMENTS & CONSTRUCTION SUPERVISION AS PER TOR.

I- OBJECTIVES

- a. Social feasibility assessment.
- b. Detailed Survey of the Projects
- c. Test and Investigations
- d. Detailed Designing & Drawings
- e. Submission of Complete Bidding Documents
- f. Tender Assistance
- g. Contractor's Bid Evaluation
- h. Construction supervision with quality assurance through related field/ laboratory test.
- i. Processing and approval of payment devices and certification.
- j. Overall project monitoring and evaluation
- k. Reporting and responding

II- OBJECTIVE OF THE SOCIAL FEASIBILITY STUDY:

Social feasibility study aims to improve the decision making that enhances the social benefits and mitigate the adverse social impacts in the progress of initializing the proposed project of **“Establishing School of Medicine, Dentistry and Allied Sciences” at PAF-IAST, Haripur**”. The specific objective of this study are as under:

- a. To carry out the socio-economics, cultural and political / institutional analysis to identify potential social impacts of the proposed project.
- b. To study the Technical, Financial, Economical, Managerial, Social and regional aspects to arrive at the definite conclusion about the feasibility of the project.
- c. To identify the principal stakeholders and develop consultation frame work for participatory implementation

III- DATA COLLECTION SURVEY AND ANALYSIS FOR THE SOCIAL FEASIBILITY REPORT.

- a. Conduct desk review, censuses and base line survey by combining multiple tools and methods for collecting and analysis the data both qualitatively and quantitatively for potential benefits of the project **“Establishing School of Medicine, Dentistry and Allied Sciences” at PAF-IAST, Haripur**”.
- b. Develop interview schedules, field survey instruments and checklist for data collection and discussion to assess the acceptance of the proposed project among target population and its potential socio-economic impacts in the area.
- c. Elaboration of detailed socio-economic target group analysis including but not limited to number beneficiaries, types of beneficiaries (Occupation, sex, age, social & economic rank etc).

- d. Socio-economic analysis of the area under study with the help of questions and statistical tools.
- e. Prioritize the social issues by using different techniques which will get affected by implementation of the project.
- f. SWOT analysis of the proposed project.
- g. Determine the magnitude of the impact and analysis of the alternative available within the project impact zone.
- h. Identification of the similar infrastructure facilities in the proposed project influence area and to assess the need of the proposed project.
- i. Study shall cover the, per student cost and sustainability of the colleges.

III- OUT COME.

Feasibility and Business Plan Should also Cover the Following:

- a) Project objectives and its relationship with sectoral objectives
- b) Procedural framework of the initiative
- c) Possibility of prospective project financing and implementation through different modes i.e., Private Sector/Public-Private Partnership (PPP) etc.
- d) Operational and governance model analysis
- e) Financial Analysis (FIRR, NPV and BCR)
- f) Economic Analysis (EIRR, NPV and BCR)
- g) Risk and Sensitivity Analyses and proposed mitigation measures
- h) Demand and supply analysis
- i) Business plan and sustainability analysis
- j) Project benefit analysis
- k) Forward backward linkages of the proposed study/survey
- l) Expected output of the proposed feasibility study/survey
- m) Population and locality analysis
- n) Study programme-integrated modular system analysis
- o) Report on the attached hospital
- p) Socio-economic analysis
- q) Physical and technological infrastructure development analysis
- r) Lab requirement analysis
- s) Environmental Impact Assessment including CDM and DRRA
- t) Developing result based monitoring indicators (RBM)

IV- SOCIO ECONOMIC ANALYSIS OF THE PROJECT:

- i. Education is a purposeful activity and has great implications for both the individual and societies
- ii. By Establishment of the Allied college at PAF-IAST Mang Haripur will give the quality Education thus enhancing the minimum level of learning of youth and improve the economic level of the areas
- iii. By Establishment of these colleges will help in provision of right kind of leadership. identify gifted youth and helps to improve right interest. article and moral and intellectual values While other benefits such as social responsibility, Health Care and potential awareness will be achieved on social front

- iv. Also their establishment will not only give Monetary

V- DETAIL MASTER PLANNING, DESIGNING & FEASIBILITY STUDY:

DATA COLLECTION, SURVEY & INVESTIGATION STAGE:

- i. Feasibility study of site of the Project **“Establishing School of Medicine, Dentistry and Allied Sciences” at PAF-IASST, Haripur”**.
- ii. Topographic survey (Digital) and preparation of contour plans.
- iii. Geotechnical investigation if sites including field or laboratory tests.
- iv. Resistively survey for availability of ground water and tests to determine suitability of water.
- v. Determination of sufficiency of utilities needs in the area such as electricity, sui gas, telephone and water supply.
- vi. Implementation of by Laws of Local authorities building and tire etc..

VI- PRELIMINARY DESIGN STAGE:

- i. Stall Hiring/Removal for the concerned project **“Establishing School of Medicine, Dentistry and Allied Sciences” at PAF-IASST, Haripur”**.
- ii. Requirements and scope of accommodation by Client / User Department
- iii. Absence of any staff member of the consultants during Design due to any reason whatsoever, the client shall be at liberty to make deduction from the Consultants bills accordingly
- iv. Evaluating the client's requirement analytically and technically while designing and planning various components of the Project
- v. Preparation of site plan, describing and illustrating design/outline proposal including 3D views of proposes buildings.
- vi. Evaluating feedback of the client for further improvements in the design vii- Vetting of made with the approval of preliminary architectural any Govt /Semi Govt design from Specialized Organization if deemed necessary by the client
- vii. Making final presentation after incorporating feedback of the client

VII- MASTER PLANNING STAGE:

- i. Preparing, describing and illustrating preliminary master plan of the project showing proposed structures, internal roads, and pavement network Parking area, and open spaces, ate as per engineering/architectural standards.
- ii. Preparation of phase wise development plan if required.
- iii. Preparation and submission of preliminary master plan report of the project.
- iv. preparation and submission of final master plan of scheme with allied accommodation along with outline utilities plans.

VIII- DESIGN DEVELOPMENTAL STAGE:

- i. Preparation of detailed architectural design of all buildings and allied structures as per prevailing architectural and engineering codes **“Establishing School of Medicine, Dentistry and Allied Sciences” at PAF-IASST, Haripur”**.
- ii. Preparation working/constriction 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.
- iv. Preparation of detailed 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, fire alarm system, sui gas landscaping roads, paths, steel lights, cross drawings and sewerage disposal work, CCTV Harm water drainage system. security systems etc.
- v. Preparation of design/drawings/specifications of electrical systems with external electrification, Such as substation. street lights etc.
- vi. Preparation of Standard Design/Drawing/Specifications for solar system complete in all respects if required.
- vii. Preparation of design and drawings of ground water reservoirs, overhead water tanks, tube well and allied structures.
- viii. Preparation of PC-I and detailed cost estimate after approval of master plan by the competent (brill as per prevailing formats).
- ix. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard form.
- x. Defending PC-I at appropriate forum.
- xi. Preparation or revise PC-I/TS estimate or required Preparation of complete tender documents! cast estimate / Variation order / BOQ.
- xii. Preparation and signing of Bid evaluation report, including attending bid opening ceremony
- xiii. Preparation. submission contract agreement for the contractor on the prescribed PEC standard form

IX- 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 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 requested by the client of the project.
- 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.

X- POST COMPLETION STAGE:

- i. Submission of As-built drawings / inventories / Project Completion report / PC-IV after successful completion of the project.
- ii. The Consultants will periodically visit completed project during defect liability period for prompt & efficient maintenance work through the contractor.
- iii. Processing and recommendation of contractor's security after successful completion of defect liability period.
- iv. The 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.

Consultancy Services for Social Feasibility Study, Detailed Designing, Preparation of Bidding Documents Bid Evaluation and Construction Supervision of:

ESTABLISHING SCHOOL OF MEDICINE, DENTISTRY AND ALLIED SCIENCES” AT PAF-IAST, HARIPUR

A. Staff required for the Social Feasibility Study

S.No	Detail of Key Personnel	MM
1	Programe Manager	02
2	Health Services Consultants	02
3	Sociologist / Economist	02
4	Technical Report Writer	02
5	Data Analyst / Researcher	02
6	Data Collector / Surveyor	02
Sub Total (A)		12

B. Staff required for the Detailed Designing

S.No	Detail of Key Personnel	MM
1	Team Leader / Project Manager	04
2	Architect	03
3	Structure Engineer	03
4	Geotechnical Engineer	01
5	Electrical Engineer	02
6	Quantity Surveyor	03
7	Land Surveyor	01
Sub-Total (B)		17

C. Staff required for the Construction Supervision

S.No	Detail of Key Personnel	MM
1	Resident Engineer	24
2	Site Inspector Civil 2-No's	48

3	Electrical Engineer	06
4	Quantity Surveyor	24
Sub-Total (C)		102
Grand Total (A+B+C)		131

Notes:

- The lead / Joint Venture / Consortium firm should have at least 50% (fifty-percent) of the staff on the permanent fulltime role (having a minimum of six months standing with firm) nominated to work on the assignment.
- All key input and core staff of the consultant should be nominated by name in the proposal. During evaluation 5% marks will be deducted for each TBN (To be nominated) position of the above mentioned staff.
- The key staff of the consultant must be proficient in written and spoken English.
- The consultant may propose their additional positions and an adjustment of man-months for key personnel so for as total man-months for key personnel remain the same as above.
- The estimated man-months input (key personnel & Technical staff) for consultant is 131 which have to be verified by consultant according to their own professional judgment.

Part-II

Qualification and Experience of Consultant's Key personnel

Consultant will assign adequately qualified personnel to carry out the implementation of project as described in TOR. Man-month input for which are indicated in Part-I of this Annexure. In particular, the key personnel should possess the qualifications and experience as indicated in following.

- **Program Manager**
He should be Master Degree in Social Sciences from Recognized University. The incumbent should have minimum experience of 15 year in relevant field.
- **Health Services Consultants**
He should be Master Degree in Biomedical Sciences from Recognized University. The incumbent should have minimum experience of 15 year in relevant field
- **Sociologist / Economist**
He should have Master Degree in Public Administration / Social Sciences / Economics from recognized University. He should have specific experience of working as a Sociologist / Economist with a least 10-years of experience in related activities.
- **Technical Reporter**
He should have Master Degree in applied Linguistics from recognized University. He should have specific experience of working as a Technical Report Writer with at least 10-years of experience in related activities.
- **Data Analyst / Researcher**
He should have Bachelor Degree in Computer Science / Software Engineering from recognized University. He should have specific experience of working with a least 03-years of experience in related activities.
- **Data Collector / Surveyor**
He should have Bachelor Degree in Economics / Social Sciences / Computer Sciences from recognized University. The incumbent should have minimum experience of 03 years of experience in related activities.
- **Team Leader / Project Manager**
He should be at least Bachelor Degree in civil Engineering from Recognized University. The incumbent should have minimum experience of 20 year in relevant field.
- **Architect**
The incumbent should have at least bachelor degree in Architecture duly registered with PCATP, having minimum 15 years relevant experience.
- **Structure Engineer**

He should have at least Master Degree in structural engineering from recognized university. He should have minimum 10 years experience in related discipline.

- **Geotechnical Engineer**

He should have at Least Master Degree in Geo-technical Engineering from recognized university. He should have minimum 10 years experience with minimum 07 year in geo-technical discipline.

- **Electrical Engineer**

He should have at least bachelor degree in Electrical engineering from recognized university in relevant field. The incumbent should have minimum 10 years relevant experience.

- **Resident Engineer**

He should be at least graduate in Civil Engineering from Recognized University. The incumbent should have minimum experience of 12 year in relevant field. He should be able to lead the team of the consultant and assist the Department in timely completion of the services with a quality output.

- **Site Inspector Civil**

He should be at least DAE in civil Engineering from reputed institution. The incumbent should have minimum experience of 06 year in relevant field.

- **Quantity Surveyor**

He should be at least DAE in civil Engineering from reputed institution. The incumbent should have minimum experience of 10 year in relevant field with additional skill in computer literacy.

- **Land Surveyor**

He should be at least DAE in civil Engineering from reputed institution. The incumbent should have minimum experience of 10 year in relevant field.

CONDITIONS OF CONTRACT

a. General Condition of Contract

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

b. Particular Condition of Contract

Standard Contract Agreement for Providing Consultancy Services by as per KPPRA.

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[Details to be finalized by the users]

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- 6.2 Contract price
- 6.3 Terms & conditions of payments
- 6.4 Period of Payment
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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 (*NA*)

Appendix E: Breakdown of Contract Price in Local Currency

Appendix F: Services & Facilities to be Provided By the Client

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

FORM OF CONTRACT CONSULTANCY AGREEMENT

Name of Work:

CONSULTANCY SERVICES FOR SOCIAL FEASIBILITY STUDY, DETAIL DESIGNING & CONSTRUCTION SUPERVISION OF ESTABLISHING SCHOOL OF MEDICINE, DENTISTRY AND ALLIED SCIENCES” AT PAF-IAS, HARIPUR

This CONTRACT (hereinafter called the "Contract") is made on the _____ day of the month of _____ **2022**, between, on the one hand **THE PROJECT DIRECTOR, PAK-AUSTRIA FACHHOCHSCHULE, INSTITUTE OF APPLIED SCIENCE & TECHNOLOGY, MANG HARIPUR** (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 Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency (NA)
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services & Facilities to be Provided By the Client
 - 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).

<p>For and on behalf of: PAK-AUSTRIA FACHHOCHSCHULE, INSTITUTE OF APPLIED SCIENCE & TECHNOLOGY, MANG HARIPUR</p>	<p>For and on behalf of M/S _____</p>
<p>Represented by</p> <p>Signature _____ Name _____ CNIC _____ The Project Director, PAF-IAST, Mang Haripur</p> <p>WITNESS</p> <p>Signatures _____ Name _____ Designation _____ CNIC _____</p>	<p>Signature _____ Name _____ CNIC _____ MD/Director/CE/</p> <p>WITNESS</p> <p>Signatures _____ Name _____ Designation _____ CNIC _____</p>

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

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. Unless otherwise stated in the SC, the first Payment shall be made

against the provision by the Consultant of an advance Payment guarantee for the same amount

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.

SPECIAL CONDITIONS OF CONTRACT

DEFINITIONS:

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

1.1 Definitions

(o) "Project" means”

CONSULTANCY SERVICES FOR SOCIAL FEASIBILITY STUDY, DETAIL DESIGNING & CONSTRUCTION SUPERVISION OF ESTABLISHING SCHOOL OF MEDICINE, DENTISTRY AND ALLIED SCIENCES” AT PAF-IAST, HARIPUR

1.6 AUTHORIZED REPRESENTATIVES:

The Authorized Representatives are the following:

**FOR THE CLIENT:
THE PROJECT DIRECTOR
PAK-AUSTRIA FACHHOCHSCHULE, INSTITUTE OF APPLIED SCIENCE
& TECHNOLOGY, MANG HARIPUR
Tel: 0995-645163**

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.

2.4 Expiration of Contract

The period of completion of Services shall be:-

- i. **Social Feasibility Study & Design Phase: 06-Months:** starting within 15days after signing of the contract agreement between the parties.

NOTE: Initially the Social Feasibility Study shall be worked out in 2-months and the Design of the buildings will be designed after the approval of Feasibility Study Report accordingly. The designing period will be 4-Months.

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

1.4 Liability of the Consultants:

- i. The client is obliged to rely on the information, submission, reporting, recommendations and advices made by the consultants or their sub-consultants, for the consequences thereof, the consultants shall be responsible and they shall make the client harmless.
- ii. The consultants shall be responsible for, and shall indemnify the client from and against any and all risk, claims, liabilities, obligations, losses, damages, penalties, action, judgment, suites, proceedings, demands, cost, expenses and disbursement whatsoever nature that may be imposed on, incurred by or asserted against the client arising from the negligent acts of the consultants in the performance of professional services under this contract.
- iii. The consultants shall afford response and defense to any question, observation, loss, damages and claims arising out of their working, performance, act and proceedings, in any forum and shall be held responsible to bear the consequences of such transactions, proceedings and approvals.
- iv. **10% Ten Percent of the Amount of Invoices of the consultants will be retained till completion of the defect liability period of the construction work/building.**

1.5 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.

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

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

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

4.3 Approval of Personnel:

The consultants shall employ/deploy suitable key personnel on the project in accordance with Appendix-C from their existing regular /contract staff or they shall employ suitable and qualified personnel from open market on contract basis for the currency of the project, duly approved by the Client for top supervision if required.

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

- 6.1 Successful consultant is required to submit 10% Performance security in form of Pay Order, demand draft or bank guarantee

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 reserve the right to execute the same at the consultant risk & cost

6.3 Terms and Conditions of Payment

i.	On the commencement date against the submission of a demand guarantee for the same Or Preparation of inception report	20% of total Social Feasibility Study fee
ii.	Data Collection Survey and analysis for the Social Feasibility Report.	10% of total Social Feasibility Study fee
iii.	Draft Report of Feasibility Study.	25% of total Social Feasibility Study fee
iv.	Strategic Business Plan on the Basis of Feasibility Study	25% of total Social Feasibility Study fee
v.	Final Report of Feasibility Study.	20% of total Social Feasibility Study fee
vi.	Preparation of Survey, Geotechnical Investigation & preliminary Drawings/3ds	20% of total design fee
vii.	Preparation of Tender Drawings including structural, electrical, plumbing and sewerage, external development (car parking walkways, safety grills & plinth protection, etc) details.	30% of total design fee
viii.	Preparation of Detailed Bill of Quantities along with Engineers Estimate including Detailed Rate Analysis of Non-Schedule Items if included in the Estimate	10% of total design fee
ix.	Preparation of Condition of Contract and Detailed Technical Specifications, etc	20% of total design fee

x. Preparation/Submission of Detailed working drawings including Architectural, Structural, Plumbing, Electrical, and Networking drawings, structural calculations, structure stability report	20% of total design fee
xi. Construction Supervision (24-Months)	As per mutually understanding

6.4 Period of Payment

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

6.5 Delayed Payment

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

7.2 Dispute Settlement

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

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

TERMS OF REFERENCE FOR SOCIAL FEASIBILITY STUDY. SURVEY. MASTER PLANNING. SOIL INVESTIGATION. DESIGNING. ARCHTECHURAL / STRUCTURAL PREPARATION OF PC-I, BOQ BIDDING DOCUMENTS & CONSTRUCTION SUPERVISION AS PER TOR.

I- OBJECTIVES

- a. Social feasibility assessment.
- b. Detailed Survey of the Projects
- c. Test and Investigations
- d. Detailed Designing & Drawings
- e. Submission of Complete Bidding Documents
- f. Tender Assistance
- g. Contractor's Bid Evaluation
- l. Construction supervision with quality assurance through related field/ laboratory test.
- m. Processing and approval of payment devices and certification.
- n. Overall project monitoring and evaluation
- o. Reporting and responding

II- OBJECTIVE OF THE SOCIAL FEASIBILITY STUDY:

Social feasibility study aims to improve the decision making that enhances the social benefits and mitigate the adverse social impacts in the progress of initializing the proposed project of **“Establishing School of Medicine, Dentistry and Allied Sciences” at PAF-IAST, Haripur**”. The specific objective of this study are as under:

- d. To carry out the socio-economics, cultural and political / institutional analysis to identify potential social impacts of the proposed project.
- e. To study the Technical, Financial, Economical, Managerial, Social and regional aspects to arrive at the definite conclusion about the feasibility of the project.
- f. To identify the principal stakeholders and develop consultation frame work for participatory implementation

III- DATA COLLECTION SURVEY AND ANALYSIS FOR THE SOCIAL FEASIBILITY REPORT.

- j. Conduct desk review, censuses and base line survey by combining multiple tools and methods for collecting and analysis the data both qualitatively and quantitatively for potential benefits of the project **“Establishing School of Medicine, Dentistry and Allied Sciences” at PAF-IAST, Haripur**”.
- k. Develop interview schedules, field survey instruments and checklist for data collection and discussion to assess the acceptance of the proposed project among target population and its potential socio-economic impacts in the area.

- l. Elaboration of detailed socio-economic target group analysis including but not limited to number beneficiaries, types of beneficiaries (Occupation, sex, age, social & economic rank etc).
- m. Socio-economic analysis of the area under study with the help of questions and statistical tools.
- n. Prioritize the social issues by using different techniques which will get affected by implementation of the project.
- o. SWOT analysis of the proposed project.
- p. Determine the magnitude of the impact and analysis of the alternative available within the project impact zone.
- q. Identification of the similar infrastructure facilities in the proposed project influence area and to assess the need of the proposed project.
- r. Study shall cover the, per student cost and sustainability of the colleges.

III- OUT COME.

Feasibility and Business Plan Should also Cover the Following:

- a) Project objectives and its relationship with sectoral objectives
- b) Procedural framework of the initiative
- c) Possibility of prospective project financing and implementation through different modes i.e., Private Sector/Public-Private Partnership (PPP) etc.
- d) Operational and governance model analysis
- e) Financial Analysis (FIRR, NPV and BCR)
- f) Economic Analysis (EIRR, NPV and BCR)
- g) Risk and Sensitivity Analyses and proposed mitigation measures
- h) Demand and supply analysis
- i) Business plan and sustainability analysis
- j) Project benefit analysis
- k) Forward backward linkages of the proposed study/survey
- l) Expected output of the proposed feasibility study/survey
- m) Population and locality analysis
- n) Study programme-integrated modular system analysis
- o) Report on the attached hospital
- p) Socio-economic analysis
- q) Physical and technological infrastructure development analysis
- r) Lab requirement analysis
- s) Environmental Impact Assessment including CDM and DRRA
- t) Developing result based monitoring indicators (RBM)

IV- SOCIO ECONOMIC ANALYSIS OF THE PROJECT:

- v. Education is a purposeful activity and has great implications for both the individual and societies
- vi. By Establishment of the Allied college at PAF-IASST Mang Haripur will give the quality Education thus enhancing the minimum level of learning of youth and improve the economic level of the areas

- vii. By Establishment of these colleges will help in provision of right kind of leadership. identify gifted youth and helps to improve right interest. article and moral and intellectual values While other benefits such as social responsibility, Health Care and potential awareness will be achieved on social front
- viii. Also their establishment will not only give Monetary

V- DETAIL MASTER PLANNING, DESIGNING & FEASIBILITY STUDY:

DATA COLLECTION, SURVEY & INVESTIGATION STAGE:

- vii. Feasibility study of site of the Project “**Establishing School of Medicine, Dentistry and Allied Sciences**” at PAF-IAST, Haripur”.
- viii. Topographic survey (Digital) and preparation of contour plans.
- ix. Geotechnical investigation if sites including field or laboratory tests.
- x. Resistively survey for availability of ground water and tests to determine suitability of water.
- xi. Determination of sufficiency of utilities needs in the area such as electricity, sui gas, telephone and water supply.
- xii. Implementation of by Laws of Local authorities building and tire etc..

VI- PRELIMINARY DESIGN STAGE:

- viii. Stall Hiring/Removal for the concerned project “**Establishing School of Medicine, Dentistry and Allied Sciences**” at PAF-IAST, Haripur”.
- ix. Requirements and scope of accommodation by Client / User Department
- x. Absence of any staff member of the consultants during Design due to any reason whatsoever, the client shall be at liberty to make deduction from the Consultants bills accordingly
- xi. Evaluating the client's requirement analytically and technically while designing and planning various components of the Project
- xii. Preparation of site plan, describing and illustrating design/outline proposal including 3D views of proposes buildings.
- xiii. Evaluating feedback of the client for further improvements in the design vii- Vetting of made with the approval of preliminary architectural any Govt /Semi Govt design from Specialized Organization if deemed necessary by the client
- xiv. Making final presentation after incorporating feedback of the client

VII- MASTER PLANNING STAGE:

- v. Preparing, describing and illustrating preliminary master plan of the project showing proposed structures, internal roads, and pavement network Parking area, and open spaces, ate as per engineering/architectural standards.
- vi. Preparation of phase wise development plan if required.
- vii. Preparation and submission of preliminary master plan report of the project.
- viii. preparation and submission of final master plan of scheme with allied accommodation along with outline utilities plans.

VIII- DESIGN DEVELOPMENTAL STAGE:

- xiv. Preparation of detailed architectural design of all buildings and allied structures as per prevailing architectural and engineering codes

“Establishing School of Medicine, Dentistry and Allied Sciences” at PAF-IAST, Haripur”.

- xv. Preparation working/constriction drawings of each and every component of building in soft and hard form.
- xvi. Preparation of modified drawings without additional charges if required by the client.
- xvii. Preparation of detailed 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 ,fire alarm system, sui gas landscaping roads, paths, steel lights, cross drawings and sewerage disposal work, CCTV Harm water drainage system. security systems etc.
- xviii. Preparation of design/drawings/specifications of electrical systems with external electrification, Such as substation. street lights etc.
- xix. Preparation of Standard Design/Drawing/Specifications for solar system complete in all respects if required.
- xx. Preparation of design and drawings of ground water reservoirs, overhead water tanks, tube well and allied structures.
- xxi. Preparation of PC-I and detailed cost estimate after approval of master plan by the competent (brill as per prevailing formats.
- xxii. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard form.
- xxiii. Defending PC-I at appropriate forum.
- xxiv. Preparation or revise PC-I/TS estimate or required Preparation of complete tender documents! cast estimate / Variation order / BOQ.
- xxv. Preparation and signing of Bid evaluation report, including attending bid opening ceremony
- xxvi. Preparation. submission contract agreement for the contractor on the prescribed PEC standard form

IX- SUPERVISION STAGE:

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

- xiv. The detailed construction supervision shall include planning, guidance, programming, inspection, monitoring of construction activities, contractor's performance, quality /quantity control, implementation of work plans, drawings, design and 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.

X- POST COMPLETION STAGE:

- v. Submission of As-built drawings / inventories / Project Completion report / PC-IV after successful completion of the project.
- vi. The Consultants will periodically visit completed project during defect liability period for prompt & efficient maintenance work through the contractor.
- vii. Processing and recommendation of contractor's security after successful completion of defect liability period.
- viii. 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
(in both Hard & Soft copies)**

Social Feasibility Study	5-Sets
<ul style="list-style-type: none">• A4 Inception Report• A4 Draft & Final Report	
Strategic Business Plan on the Basis of Feasibility Study	5-Sets
<ul style="list-style-type: none">• A4 Draft Strategic Business Plan• A4 Final Strategic Business Plan	
Concept Design:	3-Sets
<ul style="list-style-type: none">• A3 Concept Design Report• A3 Concept Design Drawings• Power Point Presentation	
Schematic Design:	3-Sets
Deliverables: <ul style="list-style-type: none">• A3 Schematic Design Report• A3 Concept Design Drawings• A4 Preliminary Cost Estimates• Power Point Presentation	
Design Development:	3-Sets
Deliverables: <ul style="list-style-type: none">• A3 Design Development Report• A3 Design Development Drawings• Structural Design Calculations• Detailed BOQ & Cost Estimates• A4 Detailed Specifications• A4 Conditions of Contract	
Tender Drawings:	5-sets
Deliverables: <ul style="list-style-type: none">• A3 Tender Sets of Architectural & Engineering Drawings• A4 Detailed Specifications• A4 Conditions of Contract• Detailed BOQ & Cost Estimates	
Construction Drawings:	3-sets
Deliverables: <ul style="list-style-type: none">• A3 Construction Sets of Architectural & Engineering Drawings	

DETAILS OF KEY STAFF**A) PROPOSED PROJECT STAFF****A. Staff required for the Social Feasibility Study**

S.No	Designation	Experience
1	Program Manager	Master Degree in Computer Sciences / Social Sciences with 15- years relevant experience
2	Health Services Consultants	Master Degree in Biomedical Sciences with 15-years relevant experience
3	Sociologist / Economist	Master Degree in Public Administration / Social Sciences / Economics with 10- years relevant experience
4	Technical Reporter	Master Degree in applied Linguistics with 10-years relevant experience
5	Data Analyst / Researcher	Bachelor Degree in Computer Science / Software Engineering with 03- years relevant experience
6	Data Collector / Surveyor	Bachelor Degree in Economics / Social Sciences / Computer Sciences with 03- years relevant experience

B. Staff required for the Detailed Designing

S.No	Designation	Experience
1	Team Leader / Project Manager	Bachelor in Civil Engineering with 20- years min. relevant experience
2	Architect	Bachelor in Architecture with 15- years min. relevant experience
3	Structure Engineer	Master in Structural Engineering with 10- years min. relevant experience
4	Geotechnical Engineer	Master in Geo Technical Engineering with 10-years min. relevant experience
5	Electrical Engineer	Bachelor in Electrical Engineering with 10- years min. relevant experience
6	Quantity Surveyor	DAE in Civil Engineering with 10- years min. relevant experience
7	Land Surveyor	DAE in Civil Engineering with 10- years min. relevant experience

C. Staff required for the Construction Supervision

S.No	Designation	Experience
1	Resident Engineer	Bachelor in Civil Engineering with 12-years min. relevant experience
2	Site Inspector Civil 2-No's	DAE in Civil Engineering with 06-years min. relevant experience
3	Electrical Engineer	Bachelor in Electrical Engineering with 05-years min. relevant experience
4	Quantity Surveyor	DAE in Civil Engineering with 10-years min. relevant experience

BREAK DOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

(NOT APPLICABLE)

APPENDIX - E

BREAK DOWN OF CONTRACT PRICE IN LOCAL CURRENCY

S.No	Description of Services Required	%age of the total Cost In Figure	%age of the total Cost In Words
1.	Social Feasibility Study		
2.	Engineering Consultancy (Planning, Designing & Preparation of Bidding Documents)		
3.	Construction Supervision		
	Total 1+2+3		

APPENDIX -F

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 SERVICES FOR SOCIAL FEASIBILITY STUDY. SURVEY.
MASTER PLANNING. SOIL INVESTIGATION. DESIGNING.
ARCHTECHURAL / STRUCTURAL PREPARATION OF PC-I, BOQ BIDDING
DOCUMENTS & CONSTRUCTION SUPERVISION**

..... [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:.....