

**MIR CHAKAR KHAN RIND UNIVERSITY OF TECHNOLOGY,**  
**DERA GHAZI KHAN.**



**Registrar Office**

**REQUEST FOR PROPOSAL (RFP) For**  
**Hiring of Consultancy Services**

**For the scheme titled “Establishment of Mir Chakar Khan Rind University of Technology,**  
**Dera Ghazi Khan”**

**GS-No. 2654, ADP for the year 2025-26**

**Procurement Name:**

**RESIDENT SUPERVISION OF CIVIL WORKS, DESIGN OF INTERNAL & EXTERNAL**  
**ELECTRICAL, WATER SUPPLY, SANITATION, FIREFIGHTING, SURFACE DRAINAGE,**  
**WASTE WATER COLLECTION, DISPOSAL SYSTEM, FIRE ALARM, INTERNET,**  
**TELEPHONE, INTERCOM, TV CABLES, LAN & WAN NETWORKING BUILDING**  
**MANAGEMENT SYSTEM, CALL SYSTEM, ETC.**

**(Single Stage Two Envelope)**

**ISSUE DATE : 29.08.2025**  
**OPENING DATE : 15-09-2025**

**Issued by:**

**Registrar,**

Mir Chakar Khan Rind University of Technology,  
Dera Ghazi Khan, Pakistan.

Email: [registrar@mcut.edu.pk](mailto:registrar@mcut.edu.pk)

Telephone# +92 333 6759924

Website: [www.mcut.edu.pk](http://www.mcut.edu.pk)

**(This document should also be submitted as a part of Technical Bid, dully initialed on each page of this RFP)**

# **TABLE OF CONTENTS**

<b>Section 1. Letter of Invitation (LOI)</b>	<b>3</b>
<b>Section 2: Instructions to Consultant (ITC)</b>	<b>7</b>
<b>Section 2: DATA SHEET (Instructions to Consultants (ITC))</b>	<b>20</b>
<b>Section 3. Technical Proposal – Standard Forms</b>	<b>28</b>
<b>Section 4. Financial Proposal - Standard Forms</b>	<b>39</b>
<b>Section 5. Eligibility</b>	<b>46</b>
<b>Section 6: Corrupt Practices</b>	<b>47</b>
<b>Section 7: Terms of Reference (TOR)</b>	<b>52</b>
<b>Section 8. Lump-Sum Contract (with GCC and SCC)</b>	<b>64</b>

## Section 1 - Letter of Invitation

### **MIR CHAKAR KHAN RIND UNIVERSITY OF TECHNOLOGY,** **DERA GHAZI KHAN.**



### **Hiring of Consultancy Services**

**For the scheme titled “Establishment of Mir Chakar Khan Rind University of Technology,  
Dera Ghazi Khan”**

**GS-No. 2654, ADP for the year 2025-26**

Mir Chakar Khan Rind University of Technology, D.G. Khan invites sealed proposals (Technical & Financial) from **P&D Department pre-qualified consultancy firms** for:

**“Resident supervision of civil works, and design of internal & external electrical, water supply, sanitation, firefighting, surface drainage, wastewater collection and disposal system, fire alarm, internet, telephone, intercom, TV cables, LAN & WAN networking, building management system (including video surveillance), call system, and validation/verification of already executed works”** for the approved scheme “*Establishment of Mir Chakar Khan Rind University of Technology, D.G. Khan*” (GS No. 2654, ADP 2025-26).

- **Selection Method:** Quality & Cost Based Selection (QCBS) under PPRA Rules.
- **RFP Fee:** Rs. 10,000/- (Non-refundable) in favour of *Mir Chakar Khan Rind University of Technology, D.G. Khan*.
- **Submission Deadline:** **15th September 2025 (Monday) at 11:30 AM (PST)**.
- **Opening of Proposals:** Same day at 12:00 Noon (PST) in presence of CSC and firm representatives.
- **RFP Documents:** Available from the office of the undersigned by hand, courier, or post against prescribed fee.

**Registrar,**

Mir Chakar Khan Rind University of Technology,  
12-km Sakhi Sarwar Road, Dera Ghazi Khan, Punjab.  
Email: registrar@mcut.edu.pk | Tel: +92-333-6759924

Subject: **LETTER OF INVITATION**

Dear Mr. / Ms.:

Shortlisted Consultants Firms as mentioned below:

1. The Government of the Punjab has earmarked a chunk of budget for the “*Establishment of Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan* and **Rs.250M** has been allocated under GS No. 2654 during the financial year 2025-26. It is intended that these funds will be used to cover all the eligible payments under the contract and including “Resident supervision of civil works, design of internal & external electrical, water supply, sanitation, firefighting, surface drainage, waste water collection, disposal system, fire alarm, internet, telephone, intercom, tv cables, LAN & WAN networking building management system (including video surveillance), call system, etc. including validation/ verification of already executed work.”
2. Registrar of the Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan invites proposals (Technical & Financial) to provide the consultancy services as stated in para-No.1 above for the scheme titled “*Establishment of Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan*” GS No. 2654, ADP Year 2025-26 approved in PDWP meeting held on 15-11-2024. The competent authority granted Administrative Approval of Rs.4639.225M (capital = Rs.2649.994 Million & Revenue= Rs. 1989.231 Million).
3. This Request for Proposal (RFP) has been addressed to the following P&D Pre-qualified firms (Consultants), as downloaded on **19-08-2024**:

1. **ACE ARCHITECTURAL & TOWN PLANNING SERVICES LIMITED,**  
36-Civic Center, Ground Floor, M- Block, Model Town Extension, Lahore.  
Mobile No.: 0300-9448670, Tel 042-35170871
2. **ALLIED ENGINEERING CONSULTANTS (PVT.) LTD.**  
AEC House 19-A, Hali Road, Gulberg-II, Lahore.  
Tel: 0300-8403018, [alliedec@gmail.com](mailto:alliedec@gmail.com)
3. **ASIAN CONSULTING ENGINEERS (PVT.) LTD**  
G-3, Jhelum Block Green Fort-IIs, Lahore,  
Tel: +92-42-35450914, Mobile: +92-304 435635
4. **AZ ENGINEERS ASSOCIATES**  
207, Scotch Corner Upper Mall Scheme, Lahore, Punjab Mobile:  
0300-4441262, Tel: (042) 35958641
5. **DESIGNMENT CONSULTING ENGINEERS (PVT) LTD.**  
1<sup>st</sup> Floor, Block 9-West, Rizwan Plaza, blue Area, Jinnah Avenue, F-6 Islamabad- Pakistan  
Tel: 0343-8955066, [designmenislamabad@gmail.com](mailto:designmenislamabad@gmail.com)
6. **DEVELOPMENT CONSULTANCY SERVICES (LEAD FIRM) DEVELOPMENT CONSULTANCY SERVICES (PVT) LIMITED (PARTNER FIRM)**  
Office #28, 2<sup>nd</sup> Floor, executive Complex, G-8, Islamabad.

Tel: 0313-5002929, [dcs.pk@gmail.com](mailto:dcs.pk@gmail.com)

**7. EA CONSULTANTS (PVT) LTD.**

AL-9, 15th Lane, Khayaban-e-Hilal, Phase VII, DHA. Karachi  
Mobile: 0332) 3016194 Tel: 02135841821

**8. EAST END ENGINEERS (PVT.) LTD.**

114-A PCSIR Phase-II Near Shaukat Khanam Hospital Lahore.  
Tel: 0300-4018986, [abusarsar@gmail.com](mailto:abusarsar@gmail.com)

**9. ENGINEERING CONSULTANCY SERVICES PUNJAB (PVT.) LTD.**

ECSP, 2<sup>nd</sup> Floor, 83 A/E-I, Main Boulevard Gulberg III, Lahore. Tel:  
+92-42-35717681-84,  
Mobile: +92-321-6020454

**10. ENVIRO CONSULT (SMC-PVT) LTD.**

265, street No. 8 Cavalry Ground Ext. Lahore Cantt.  
Tel: 0300-4013516, [ameerhmza.enviro@gmail.com](mailto:ameerhmza.enviro@gmail.com)

**11. ES. CONSULTANTS PVT. LTD.**

House No. 85, Sector A-III, Street No. 09, Johar Town Lahore.  
0300-4278737, [esc@esclahore.com.pk](mailto:esc@esclahore.com.pk)

**12. ESS-I-AAR**

Centre, Block-14 Gulshan-e-Iqbal, Karachi  
Tel: (92-21) 34941059  
Mobile 0300-3454008:

**13. G3 ENGINEERING CONSULTANTS (PVT.) LTD.**

H. No. 57 M, Bahbra Market, Gulberg III, Lahore.  
Mobile: 0322-7807619  
Tel: +92-42-35441641

**14. HIKE ENGINEERING CONSULTANTS.**

34-D, 6<sup>th</sup> Avenue, NFC-ECHS, Phase-1, Lahore.  
Tel: 0300-8400287, [mmmushtaq@gmail.com](mailto:mmmushtaq@gmail.com)

**15. IN CONSULT (PVT) LIMITED.**

80-Aurangzed block, New Garden Town, Lahore.  
Tel: 0321-4589825, [info@incon.com.pk](mailto:info@incon.com.pk)

**16. M/S. Atif Nazar (pvt.) Ltd.**

Tel: 0300-2299483, [mail@atifnazar.com](mailto:mail@atifnazar.com)

**17. MASCON ASSOCIATES (PVT.) LTD.**

WAPDA Town, D/2, 106, Lahore.  
Mobile: +92-333-2709445  
Tel: +92-42-35182734

**18. MEINHARDT PAKISTAN.**

2<sup>nd</sup> floor, plot # 14-D West, Feroze Center, AKM Fazl-Ul-Haq Rd, Block DG 6/2 Blue Area, Islamabad.

Tel: 0335-9020703, [hajra.nayyar@meinhardt.com.pk](mailto:hajra.nayyar@meinhardt.com.pk)

**19. NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LTD.**

NESPAK House, 1-C, Block-N, Model Town Extension, Lahore. Mobile:  
0333-4409944  
Tel: +92-42-99232302

**20. PAKISTAN ENGINEERING SERVICES PVT. LTD.**

Building No. 7, Street No. 12, Sector B, Commercial Area, Phase 5, DHA Lahore  
Cantt. Pakistan  
Tel: +92-42-37182500,  
Mobile: +92-300-8448287

**21. PROGRESSIVE CONSULTANTS (PVT) LTD.**

25-D/1, Gulberg-3  
Tel: 0300-8471740, [info@pclpak.com](mailto:info@pclpak.com)

**22. SAMPAK INTERNATIONAL (PVT.) LTD.**

House 568, Block G, Johar Town, Lahore  
Mobile: 0314-4138784  
Tel: +92-42-35300745

**23. SKAFS Consultants PVT. LTD.**

36/C, Block G, Johar Town, Lahore.  
Mobile: 0301-8484127  
Tel: +92-42-35138136

**24. VELOSI INTERGRITY & SAFETY PAKISTAN (PVT.) LTD.**

0300-6015806, [Imran.sarwar@velosiaims.com.pk](mailto:Imran.sarwar@velosiaims.com.pk)

4. The Consultant will be selected under the Selection Method: Quality and Cost Based Selection Method and procedures described in this RFP, in accordance with the PPRA Rules and Government Policy.

**5. The RFP includes the following documents.**

Section 1- Letter of Invitation  
Section 2- Instructions to Consultants (including Data Sheet)  
Section 3- Technical Proposal- Standard Forms  
Section 4- Financial Proposal- Standard Forms  
Section 5- Eligibility  
Section 6- PPRA's Policy-Corrupt Practices  
Section 7- Terms of References  
Section 8- Standard form of Contract

6. Please inform us in writing and/ or in electronic form at the email address: [registrar@mcut.edu.pk](mailto:registrar@mcut.edu.pk) that you received the Letter of Invitation and are willing to participate.
7. It is mandatory that proposals to be made using the standard forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit will be given in relevant section of the evaluation.
8. Complete RFP can be obtained by hand or through courier/ post by providing RFP documents fee in shape of Demand Draft/ Pay order (in original) amounting to Rs. 10,000/= in favour of "Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan".

9. The Proposal must reach on the following address before or up to **15, September 2025 (Monday)** at 11:30 AM (PST). Proposal received after due time and date will not be entertained.

Registrar, Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan, 12-km Sakhi Sarwar Road, Dera Ghazi Khan, Punjab, Pakistan.

Email: [registrar@mcut.edu.pk](mailto:registrar@mcut.edu.pk)

Telephone: 92-333-6759924

10. Proposal will be opened on **September 15, 2025 (Monday)** at 12:00 Noon PST in the presence of CSC and authorized representatives of the firms that are present.

Yours sincerely,

Registrar  
Mir Chakar Khan Rind  
University of Technology,  
D.G.Khan.

## **Section1. Instructions to Consultant (ITC)**

### **A- General Provisions**

#### **1. Definitions**

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the jurisdiction of the province of Punjab, or in such other country as may be specified in the Data Sheet, as they may be issued and in force from time to time.
- (c) “Consultant” means individual consultant, a legally-established professional consulting firm or an entity that may provide or provides the Services to the Procuring Agency under the Contract.
- (d) “Contract” means a legally binding written agreement signed between the Procuring Agency and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (e) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to override, the provisions of the ITC.
- (f) “Day” means a calendar day.
- (g) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant/ Sub-Contractor or Joint Venture/ Consortium member(s).
- (h) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- (i) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (j) “ITC” (Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (k) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the Procuring Agency to the shortlisted Consultants.
- (l) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-Consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (m) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.

- (n) “RFP” means the Request for Proposal to be prepared by the Procuring Agency for the selection of Consultants, based on the STANDARD RFP.
- (o) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (p) “STANDARD RFP” means the Standard Request For Proposal, which must be used by the Procuring Agency as the basis for the preparation of the RFP.
- (q) “Sub-Consultant” means an entity to whom the Consultant intends to sub-contract any part of the Services while remaining responsible to the Procuring Agency during the performance of the Contract.
- (r) “TORs” (Section 6 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Procuring Agency and the Consultant, and expected results and deliverables of the assignment.

**2. Introduction** 2.1. The Procuring Agency named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2. The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3. The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4. The Procuring Agency will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

### **3. Conflict of Interest**

3.1. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Procuring Agency’s interests’ paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2. The Consultant has an obligation to disclose to the Procuring Agency any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Procuring Agency. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Procuring Agency.

3.3. Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

#### **Conflicting Activities**

3.4. Conflict between consulting activities and procurement of goods, works or non-consulting services: A Consultant that has been engaged by the Procuring Agency to provide goods, works, or non-consulting

**Conflicting assignments**

services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a Consultant hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

3.5. Conflict among consulting assignments: A Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Procuring Agency.

**Conflicting relationships**

3.6. Relationship with the Procuring Agency's staff: A Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Procuring Agency who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Procuring Agency the selection process and the execution of the Contract.

**4. Un-Fair Competitive Advantage**

4.1. Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided services related to the assignment in question. To that end, the Procuring Agency shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**5. Corrupt and Fraudulent Practices**

5.1. For the purpose of this provision, the terms set forth below are defined as follows:

5.1.1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Bidder or contractor in the procurement process or in contract execution to the detriment of the Procuring Agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;

5.1.2. "Fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

5.1.3. "Collusive practices" is an arrangement among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the Procuring Agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;

5.1.4. "Coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;

5.1.5. “obstructive practice” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Procuring Agency’s inspection and audit rights.

5.2. The Procuring Agency will reject a proposal for award if it determines that the Consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

5.3. The Procuring Agency will declare mis-procurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question;

5.4. The Procuring Agency will sanction a consultant at any time, in accordance with prevailing sanctions procedures, including by publicly declaring such Consultant ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Government-financed contract, and (ii) to be nominated sub-consultant, supplier, or service provider of an otherwise eligible Consultant being awarded a Government-financed contract.

5.5. In further pursuance, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Procuring Agency to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Procuring Agency.

## 6. Eligibility

6.1. The Procuring Agency permits Consultants (individuals and firms, including Joint Ventures, Consortium and their individual members) duly pre-qualified by the P & D Board from all countries to offer consulting services for the project.

6.2. Furthermore, it is the Consultant’s responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established in the Applicable Rules.

### a. Sanction

6.3. As an exception to the foregoing Clauses 6.1 and 6.2 above:

6.4. A Consultant sanctioned by the Government in accordance with the above Clause 5.1 shall be ineligible to be awarded a contract, or otherwise, during such period of time as the Government shall determine. The list of debarred/blacklisted Consultants is available at the electronic address specified in the **Data Sheet**.

### b. Prohibitions

6.5. Consultants and individuals of a country or goods manufactured in a country may be ineligible if so, indicated in Section 5 (Eligibility).

### c. Government-owned

6.6. Government-owned enterprises or institutions shall also be eligible as per provisions of PPR-14.

### Enterprises

### d. Restrictions for public

6.7.1. Government officials and civil servants are not eligible to be included as Experts in the Consultant’s Proposal unless such engagement

**employees** does not conflict with any employment or other laws, regulations, or policies of the country, and they are on leave of absence without pay, or have resigned or retired;

6.7.2. are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

6.7.3. Their hiring would not create a conflict of interest. (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees, whichever is longer. Experts who are employed by the government- owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.)

## **B. Preparation of Proposals**

### **7. General Considerations**

7.1. In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

### **8. Cost of Preparation of Proposal**

8.1. The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Procuring Agency shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Procuring Agency is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

### **9. Language**

9.1. The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Firm and the Procuring Agency shall be written in the language(s) specified in the **Data Sheet**.

### **10. Documents Comprising the Proposal**

10.1. The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2. If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a Contract, the Procuring Regulatory Framework regarding corrupt practices.

10.3. The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission Form (Section 4).

### **11. Only One Proposal**

11.1. The Consultant (including the individual members of any Joint Venture/ Consortium) shall submit only one Proposal, either in its own name or as part of a Joint Venture/ Consortium in another Proposal. If a Consultant, including any Joint Venture / Consortium member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This condition also applies on a Sub-Consultant, or the Consultant's staff, Key Experts and Non-Key Experts not to associate with more than one Consultant.

### **12. Proposal Validity**

12.1. The Data Sheet indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2. During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3. If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission

**a. Extension of  
Validity Period**

or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

12.4. The Procuring Agency will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Procuring Agency may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5. If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6. The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of  
Key Experts at  
Validity  
Extension**

12.7. If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Procuring Agency together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8. If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Procuring Agency, such Proposal will be rejected.

**c. Sub-  
Contracting**

12.9 The Consultant shall not sub contract the whole of the services.

12.10 The Proposal Securing Declaration is required to protect the Procuring Agency against the risk of Consultant's conduct which would warrant the Consultant to face the blacklisting or debarment proceedings in accordance with regulatory framework.

12.11 Any Proposal not accompanied by a Proposal Securing Declaration shall be rejected by the Procuring Agency as non-responsive.

12.12 The Proposal Securing Declaration of a Joint Venture/ Consortium must be in the name of the Joint Venture/ Consortium submitting the Proposal.

12.13 The successful Consultant's Proposal Securing Declaration will be discharged upon signing of the Contract with the Successful Consultant, and furnishing the performance security.

12.14 A Consultant shall be suspended from being eligible for tendering in any Contract with the Procuring Agency for the period of time indicated in the Proposal Securing Declaration:

- (a) if the Consultant withdraws its Proposal, except as provided in **ITC 12.6** or
- (b) in the case of a successful Consultant, if the Consultant fails within the specified time limit to:
  - (i) sign the Contract, or
  - (ii) furnish the required performance security

**13. Clarification  
and Amendment  
of RFP**

13.1. The Consultant may request a clarification of any part of the RFP during the period indicated in the Data **Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Procuring Agency's address indicated in the **Data Sheet**. The Procuring Agency will respond in writing,

or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. If the Procuring Agency deems it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.2. At any time before the proposal submission deadline, but not later than three (3) Working days prior to the proposals' submission dead line, the Procuring Agency may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.3. If the amendment is substantial, the Procuring Agency may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.4. The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

#### **14. Preparation of Proposals – Specific Considerations**

14.1 An Association (Joint Venture/ Consortium or Sub-Contractors) will only be allowed if expressly mentioned in the Expression of Interest or the RFP, as the case may be.

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Procuring Agency prior to the submission of the Proposal. When associating with non- shortlisted Consultants in the form of a joint venture or a sub- consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2. The Procuring Agency may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person- month) or the Procuring Agency's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3. If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.2 The Procuring Agency has indicated in the **Data Sheet** whether the Contract would be "**Lump Sum Contract**"; "**Time Base Contract**"; "Hourly or Daily Rates Contracts"; and any other, based on combination of the above. The method to be used for selection of Consultant is also mentioned in the Data Sheet

14.3 For assignments under the "lump sum Contracts", total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget. For time based Contracts, input time for the key experts may also be indicated.

14.4 A Procuring Agency may specify any other requirement related to the assignment or Contract, where required, not contrary to the PPR-14.

#### **15. Technical**

15.1. The Technical Proposal shall not include any financial information.

## **Proposal Format and Content**

A Technical Proposal containing material financial information shall be declared non-responsive.

15.2. Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.3. Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

### **16. Financial Proposal**

16.1. The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

#### **a. Price Adjustment**

16.2. For assignments with a duration exceeding 36 months, a price adjustment provision for local inflation for remuneration rates applies if so stated in the **Data Sheet**.

#### **b. Taxes**

16.3. The Consultant and its sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Procuring Agency's country is provided in the **Data Sheet**.

#### **c. Currency of Proposal**

16.4. The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

#### **d. Currency of Payment**

16.4. Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

## **C. Submission, Opening and Evaluation**

### **17. Submission, Sealing and Marking of Proposals**

17.1. The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2. An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposals—and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3. Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5. The original and all the copies of the Technical Proposal shall be

placed inside of a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]”, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

17.6. Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked “**FINANCIAL PROPOSAL**” followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”

17.7. The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant’s name and the address, and shall be clearly marked “**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]”.

17.8. If the envelopes and packages with the Proposal are not sealed and marked as required, the Procuring Agency will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9. The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Procuring Agency no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Procuring Agency after the deadline shall be declared late and rejected, and promptly returned unopened.

## **18. Confidentiality**

18.1. From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2. Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Procuring Agency in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Government’s sanctions procedures.

18.3. Notwithstanding the above provisions, from the time of the Proposals’ opening to the time of Contract award publication, if a Consultant wishes to contact the Procuring Agency on any matter related to the selection process, it should do so only in writing.

## **19. Opening of Technical Proposals**

19.1. The Procuring Agency’s evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored, until they are opened in accordance with Clause 23 of the ITC.

19.2. At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and

## **20. Proposals Evaluation**

the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20.1. Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

20.2. The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Procuring Agency will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

## **21. Evaluation of Technical Proposals**

21.1. The Procuring Agency's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects (Terms & Conditions) of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

## **22. Financial Proposals for QBS**

22.1. Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2. If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Procuring Agency's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

## **23. Public Opening of Financial Proposals (for QCBS and LCS Methods)**

23.1. After the technical evaluation is completed, the Procuring Agency shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Procuring Agency shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2. The Financial Proposals shall be opened by the Procuring Agency's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals.

<b>24. Correction of Errors</b>	24.1. Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
<b>a. Time Based Contracts</b>	24.1.1. If a Time-Based contract form is included in the RFP, the Procuring Agency's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub- total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Procuring Agency's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
<b>b. Lump-sum Contracts</b>	24.2. If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC 25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.
<b>25. Taxes</b>	25.1. The Procuring Agency's evaluation of the Consultant's Financial Proposal shall include all applicable taxes in accordance with the instructions in the <b>Data Sheet</b> .
<b>26. Conversion to Single Currency</b>	26.1. All bidders are directed to submit their bid in PKR.
	<b>27. Combined Quality and Cost Evaluation</b>
<b>a. Quality and Cost Based Selection (QCBS)</b>	27.1. In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the <b>Data Sheet</b> . The Consultant achieving the highest combined technical and financial score will be invited for negotiations.
<b>b. Quality Based Selection</b>	27.2. In the case of Quality Based Selection (QBS), the Procuring Agency will select the Consultant that submitted the highest-ranked Technical Proposal, and invite such Consultant to negotiate the Contract as per rule 53 of PPR-14.
<b>c. Least- Cost Selection</b>	27.3. In the case of Least-Cost Selection (LCS), the Procuring Agency will select the Consultant with the lowest evaluated total price among those Consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

## **D. Negotiations and Award**

<b>28. Negotiations</b>	28.1. The negotiations will be held at the date and address indicated in the <b>Data Sheet</b> with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.
	28.2. The Procuring Agency shall prepare minutes of negotiations that are signed by the Procuring Agency and the Consultant's authorized representative.
<b>a. Availability of Key Experts</b>	28.3. The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or,

if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Procuring Agency proceeding to negotiate the Contract with the next- ranked Consultant.

28.4. Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**b. Technical Negotiations**

28.5. The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Procuring Agency's inputs, the special **conditions** of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation is affected.

**c. Financial Negotiations**

28.6. Cost may be reduced, as per rule 53 of PPR-14, and it may also include the clarification of the Consultant's tax liability and how it should be reflected in the Contract.

28.7. Unit rates negotiations shall take place when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by Consultants in similar contracts. In such case, the Procuring Agency may ask for clarifications and, if the fees are very high, ask to change the rates.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.7 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

**29. Conclusion of Negotiations**

29.1. The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Procuring Agency and the Consultant's authorized representative.

29.2. If the negotiations fail, the Procuring Agency shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Procuring Agency shall terminate the negotiations informing the Consultant of the reasons for doing so. After, the Procuring Agency will invite the next-ranked Consultant to negotiate a Contract. Once the Procuring Agency commences negotiations with the next- ranked Consultant, the Procuring Agency shall not reopen the earlier negotiations.

**30. Award of Contract**

30.1. After completing the negotiations, the Procuring Agency shall sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

30.2. The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

**31. Bid Security**

31.1. The Consultant shall require to furnish bid security in the amount mentioned on the **Bid Data Sheet**, in shape of Pay Order/DD/CDR in favor of "Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan", along with the Financial Proposal, which shall remain valid for a period of 30 days beyond the validity period for bids, in order to provide the Mir Chakar Khan Rind University of Technology reasonable time to act, if the

security is to be called

31.2. The Bid Security may be forfeited if:

- (a) If the Bidder withdraws its bid during the completion of procurement process after the deadline of submission of the bids; or
- (b) In case of a successful Bidder, if it fails within the specified time to furnish the necessary Performance Security to sign the Contract and achieve the financial close in case of default or any other reason mentioned in the bidding documents.

## **32. Performance Security**

32.1. Within 15 days after receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Procuring Agency a Performance Security in the amount and in the form (Bank Guarantee) **stipulated in the BDS**, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

32.2. If the Performance Security is provided by the successful Consultant in the form of a Bank Guarantee, it shall be issued by a bank located in the country of the Procuring Agency or a foreign bank through a correspondent bank located in the country of the Procuring Agency, or (b) with the agreement of the Procuring Agency directly by a foreign bank acceptable to the Procuring Agency.

32.3. Failure of the successful Consultant to comply with the requirements of ITC Sub-Clause 32.1 shall constitute sufficient grounds for cancellation of the award.

## Section 2: DATA SHEET (Instructions to Consultants (ITC))

A- General	
ITC Clause Reference	
2.1	<p><b>Name of the Procuring Agency:</b> Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan</p> <p><b>Method of Selection:</b> <u>Quality and Cost Based Selection Method (QCBS) – Single Stage two Envelope bidding procedure</u></p>
2.2	<p><b>Financial Proposal is to be submitted in separate envelope as per the <b>Single Stage Two Envelop Bidding Procedure</b></b></p> <p><b>Name of the assignment is:</b> “Resident Supervision of Civil Works, Design Of Internal &amp; External Electrical, Water Supply, Sanitation, Fire Fighting, Surface Drainage, Waste Water Collection, Disposal System, Fire Alarm, Internet, Telephone, Intercom, Tv Cables, Lan &amp; Wan Networking Building Management System, Call System, etc <b>and Validation/ verification of already executed works</b> for the scheme titled “Establishment of Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan “ GS-No. 2654, ADP Year 2025-26.</p> <p><b>Both Technical and Financial Proposal</b> to be submitted together in separately sealed, labeled and enclosed in one common sealed and labeled envelope as per Single stage two envelope bidding procedure as described in PPRA Rules, 2014</p>
2.3	<p><b>A pre-proposal conference/meeting will be held:</b> <b>Yes</b></p> <p>Date of Pre-proposal conference: <b><u>04-07-2025 (Already Held).</u></b></p> <p>The Procuring Agency’s representative is:</p> <p><b>Registrar,</b> Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan, Pakistan.Email: <a href="mailto:registrar@mcut.edu.pk">registrar@mcut.edu.pk</a> Mobile: +92-312-0000012, Website: <a href="http://www.mcut.edu.pk">www.mcut.edu.pk</a></p>
2.4	<p><b>The Procuring Agency will provide the inputs, project data, reports, etc. to facilitate the preparation of the Proposals with</b> Coordination with Concerned Department(s)/ Agencies.</p>
6.3.1	<p>A list of debarred/blacklisted Consultants is available at PPRA’s website: <a href="http://www.ppra.punjab.gov.pk">www.ppra.punjab.gov.pk</a></p>
B- Preparation of Proposals	
9.1	<p>This RFP has been issued in the <b><u>English</u></b> language. Proposals shall be submitted in <b><u>English</u></b> language. All correspondence exchange shall be in <b><u>English</u></b> language. <b>The language for translation of supporting documents and printed literature will be “English”.</b></p>
10.1	<p>The Proposal shall comprise of Technical and Financial Proposals, each sealed separately, both enclosed in one common envelope.</p> <p><b>TECHNICAL PROPOSAL:</b></p> <p>Power of Attorney to sign the Proposal (on Stamp Paper as per rules)</p> <p>Form -1</p> <p>Form- 2</p> <p>Form- 3</p>

	<p>Form -4 Form -5 Form -6 (for supervision &amp; validation of executed works and services design) Following <b>mandatory documents</b> must be included/attached with Technical Bids:</p> <ul style="list-style-type: none"> <li>✓ Undertaking on a stamp paper of PKR 100 (Format attached) That Applicant is not Blacklisted, Information provided are Correct, bankruptcy, Conflict of interest. and there being no Pending Litigation. (as per proforma attached herewith)</li> <li>✓ Power of Attorney (For authorized signatory of Proposal) – on Stamp paper</li> <li>✓ In case of JV/Consortium the memorandum of understanding between the parties duly attested by Notary Public.</li> <li>✓ Checklist Duly filled and Signed as per attached Performa.</li> </ul> <p>Each page of Technical and Financial proposal must be signed by authorized person.</p> <p style="text-align: center;">AND;</p> <p><b>FINANCIAL PROPOSAL:</b> Form-1 Form-2 Form-3 Form-4</p>
<b>10.2</b>	<b>Statement of Undertaking</b> is required.
<b>11.1</b>	No applicant/ firm/ JV/ Consortium or its members are allowed to participate in more than one proposal. If a Consultant, including any Joint Venture/consortium member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected.
<b>12.1</b>	<b>Proposals</b> must remain valid for at least <b>120 days after the submission deadline.</b>
<b>13.1</b>	<p><b>Clarifications</b> may be requested no later than <b>7 days</b> prior to the submission deadline. The contact information for requesting clarifications is</p> <p>Registrar, Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan, 12-km Sakhi Sarwar Road, Dera Ghazi Khan, Punjab, Pakistan. Email: <a href="mailto:registrar@mcut.edu.pk">registrar@mcut.edu.pk</a> Mobile No. +92 3336759924</p>
<b>14.1.1</b>	<p>Shortlisted Consultant shall <b>NOT</b> associate with other Shortlisted or Non-shortlisted Consultant(s) at <b>RFP stage</b>.</p> <p>In case of joint venture, 60% weightage will be given to the lead partner for technical proposal</p>
<b>15.2</b>	<p>Full Technical Proposal (FTP), duly signed, will be used for submission of technical bid</p> <p>Submission of the <b>Technical Proposal</b> in a <b>wrong format</b> may lead to the Proposal being deemed <b>non-responsive</b> to the RFP requirements.</p>

16.1	As per Lump-Sum contract assignment.
16.2	<b>Price adjustment for changes in taxes/ rates/ fees/ duties will NOT</b> affect the remuneration rates or lump-sum price.
16.3	Information on the Consultant's <b>tax obligations</b> can be found at: <a href="http://www.fbr.gov.pk">www.fbr.gov.pk</a> and <a href="http://www.pra.punjab.gov.pk/">www.pra.punjab.gov.pk/</a>
16.4	All payments to the Consultants will be paid in <b>Pakistani Rupee (PKR)</b> .
<b>C- Submission, Opening and Evaluation</b>	
17.1	The Consultants shall <b>NOT</b> have the option of <b>submitting</b> their <b>Proposals electronically</b> .
17.4	The Consultant must submit: <b>Technical Proposal:</b> one (1) original, and three (3) copies <b>Financial Proposal:</b> one (1) original and one (1) copy
17.7 and 17.9	The Proposals must be submitted not later than: Date: <b>September 15, 2025. Time: 11:30 AM</b> On the outer sealed envelope mark the warning marking: <b>("Do not open before 15-09-2025")</b> The Proposal <b>submission address</b> is:  <b>Registrar,</b> Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan, 12-km Sakhi Sarwar Road, Dera Ghazi Khan, Punjab, Pakistan.  Email: <a href="mailto:registrar@mcut.edu.pk">registrar@mcut.edu.pk</a> Mobile No. +92 3336759924
19.1	<b>The opening shall take place at:</b> <b>Committee Room, Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan.</b> <b>Date:</b> same as the submission deadline indicated in 17.7. <b>Time:</b> 30 Minutes after the time for the submission deadline stated in 17.7 <b>No online option</b> of the opening of the <b>Technical Proposals</b> is offered.
19.2	<b>The following information will be read aloud at the opening of the Technical Proposal:</b> The names of Consultants, duly signed Proposal Submission Form-1, and presence/absence of duly sealed financial envelopes.

21.1	<p>Criteria, sub-criteria, and point system for the evaluation of Technical Proposals are:</p> <p><b>iii. Eligibility Criteria:</b></p> <p>Only the Consulting Firms pre-qualified by the P&amp;D Board, in the relevant category, for the year 2022-23 fulfilling the following basic eligibility criteria shall be considered for further evaluation:</p> <ul style="list-style-type: none"> <li>• Registration of firm with Pakistan Engineering Council (PEC) for the year 2024-25 with relevant codes.</li> </ul> <p>ii- Valid legal entity of the firm e.g., Certificate of registration from Securities &amp; Exchange Commission of Pakistan (SECP) or Registrar of Firms.</p> <p>iv. Certificate of registration with Income Tax and Sales Tax under relevant Authority.</p> <p>v. Firms pre-qualified / enlisted from P &amp; D Board can apply.</p> <p>vi. Affidavit on non-judicial stamp paper in case the application is as a joint venture, body or agency <b>(Form -I)</b></p> <p>vii. Judicial Affidavit declaring “Neither the firms nor their Directors, Stakeholders, as a whole or as a part of the firm have ever been blacklisted / defaulted by any government agency / department / organization” <b>((Form -II)</b></p> <p>viii. Provide separate undertaking that the information supplied by the firm is correct.</p> <p>ix. The Consultant shall properly understand all main issues related to the assignment and other relevant design/technical aspects that may not have been considered in the TORs. The Consultant shall provide detailed methodology to address such aspects by using advanced and innovative solutions. The timing and duration of all activities shall be provided by the Consultant which is appropriate &amp; consistent with the Assignment. (Form Tech-8)</p>
------	---

**The technical Evaluation will be based on the following evaluation criteria.**

<b>Sr. No.</b>	<b>Description</b>	<b>Weightage</b>
A1	Experience	<b>20</b>
A2	Financial Strength	<b>12</b>
A3	Project Team	<b>52</b>
A4	Approach and Methodology	<b>16</b>

**A1 – Experience and Standing (JV / Consortium)**

**20 Marks**

<b>Sr.#</b>	<b>Description</b>	<b>Score</b>
1	<b>Similar Experience in Projects (Completed)</b> Academic/ Educational buildings completed during last 10 years (Development works in HEIs/ Universities only). 04 marks allocated per project (maximum 20 marks). The Project Cost must be more than Rs. 4639 million to get the points. The Projects which are not HEIs/ Universities buildings and / or less than Rs. 4639 million will not be considered for points in this category	<b>20</b>

**A2 – Financial Strength (Lead Partner)**

**12 Marks**

<b>Sr.#</b>	<b>Description</b>	<b>Weightage</b>
1	Average annual consultancy turnover for last three (03) years Rs. 100.1 million or above will fetch full hundred percent point. Other applicant will be assessed as per following. Attach documentary proof of audited financial statements from chartered accountant of last three years i.e., 2021-22, 2022-23, 2023-24  Upto 50.0 million = 04 marks From 50.1 million to 70 million = 06 marks From 70.1 million to 90 million = 08 marks From 90.1 million to 100 million = 10 marks 100.1 million and above = 12 marks	<b>12</b>

<b>A3– Project Team (cumulative of JV/Consortium) 52 Marks</b> <b>(Proof of engagement needed with firm)</b> <b>a) Services Design Team (16 Marks)</b>			
<b>Personnel</b>	<b>Qualification</b>	<b>No. of Personnel</b>	<b>Marks</b>
<b>Public Health Design Engineer</b>	B. Sc Civil Engineer (registered with PEC) with 10-Years’ experience in the field of Designing Water Supply Sewerage / DrainageSystem, Fire Fighting systems. <b>Meeting min. criteria =02 marks</b> <b>Experience more than 10 years=03 marks</b>	01	<b>03</b>
<b>Junior Design Engineer</b>	B.Sc Civil Engineer (Registered with PEC) with 5-years experience in the field of designing water supply sewerage/ drainage system, Fire fighting system.	<b>01</b>	<b>03</b>
<b>Draftsman/ AutoCAD Operator.</b>	Basic Diploma of AutoCAD and 10-years drafting experience in relevant Field. <b>Meeting min. criteria =01 marks</b> <b>Experience more than 10 years=02 marks</b>	01	<b>02</b>
<b>Quantity Surveyor</b>	Basic Diploma of Associate Engineer (Civil / Electrical) 10-Years’ experience in preparation of BOQs. <b>Meeting min. criteria =01 marks</b> <b>Experience more than 10 years=02 marks</b>	01	<b>02</b>
<b>b) Resident Supervision Consultancy &amp; Validation of already Executed Works (36 marks)</b>			
<b>Personnel</b>	<b>Qualification</b>	<b>No. of Personnel</b>	<b>Marks</b>
<b>Resident Engineer</b>	B. Sc Civil Engineer (16 years education) from HEC & PEC recognized institute. 15 Year relevant experience in Supervision and planning of Mega Project. <b>Meeting min. criteria =03 marks</b>	01	<b>08</b>

		<b>Experience upto 20 years =06 marks</b> <b>Experience more than 20 years=08 marks</b>		
<b>Assistant Resident Engineer/ Electrical Engineer</b>	B.Sc Electrical Engineering (16 Years education) From HEC & PEC Recognized institute. 10 Year Experience in installation of electrical appliances as required in the project. <b>Meeting min. criteria =03 marks</b> <b>Experience upto 15 years =05 marks</b> <b>Experience more than 15 years=06 marks</b>	01	<b>06</b>	
<b>Material Engineer</b>	B.S Geology (16 years education) From HEC recognized institute. 10 Year Experience in installation of electrical appliances as required in the project. <b>Meeting min. criteria =03 marks</b> <b>Experience upto 15 years =05 marks</b> <b>Experience more than 15 years=06 marks</b>	01	<b>06</b>	
<b>Site Inspector (Civil)</b>	i. DAE (Civil) ii. 10 years relevant experience <b>Meeting min. criteria =03 marks</b> <b>Experience upto 15 years =05 marks</b> <b>Experience more than 15 years=06 marks</b>	02	<b>06</b>	
<b>Site Inspector (Electrical)</b>	i. DAE (Electrical), ii. 10-years relevant experience) <b>Meeting min. criteria =02 marks</b> <b>Experience more than 10 years =03 marks</b>	01	<b>03</b>	
<b>Quantity Surveyor (Civil)</b>	i. D.A.E (Civil) ii. and (5-Years' relevant Experience) <b>Meeting min. criteria =01 marks</b> <b>Experience more than 05 years =02 marks</b>	01	<b>02</b>	
<b>Quantity Surveyor (Electrical)</b>	i. D.A.E. ii. and (5-Years' Experience) <b>Meeting min. criteria =01 marks</b> <b>Experience more than 05 years =02 marks</b>	01	<b>02</b>	
<p><b>A4– Approach and Methodology (16 Marks)</b> Technical approach, methodology and work plan are key components of the Technical Proposal. You are required to present your Technical Proposal in shape of report and presentation (inclusive of charts and diagram) divided into the following three chapters. <b>(Soft copy of Presentation must be submitted with technical proposal). Evaluation committee will invite each Bidder for presentation if deemed necessary.</b></p>				
<b>Sr.#</b>	<b>Description</b>	<b>Score</b>		
1	Strength and Approach	08		

	2	Implementation Model and Mechanism	04
--	---	------------------------------------	----

	3	Work and Resource Plan	04
		Total	16
	<b>Sr.#</b>	<b>Area of Evaluation</b>	<b>Score</b>
	<b>1</b>	<b>Strength and Approach</b>	<b>08</b>
		This section will be evaluated based on the strategy provided by consultant in-line with our project. Understanding of Project Objective, Project Planning and services design, executed work validation, Project Supervision and Management, Approvals and Deliverables reports etc.	
	<b>2</b>	<b>Implementation Model and Mechanism</b>	<b>04</b>
		This section will be evaluated based on mechanism provided by the consultant for our project to control quality of material, workmanship by implementing request approval process at each activity. Define quality assurance techniques adopted to ensure work will be carried out as per compliance with approved specifications. Inspection stage can be mentioned in this section for more clarity.	
	<b>3</b>	<b>Work and Resource Plan</b>	<b>04</b>
		This section will be evaluated based on details provided by consultant for our project to ensure control over time and cost overrun. This section may include proposed time schedule/ work plan, organization/ staffing for both stages design and supervision, control deliverables and methods/ procedures proposed to complete project within original time and cost	
		<b>Total</b>	<b>16</b>
<p><b>It is mandatory for firms to secure 50% marks in each criteria defined in (A1-A4)</b></p> <ul style="list-style-type: none"> <li>✓ <b>The minimum Technical Score (St) required to pass is 65 points</b> The firms having technical score below 65 points in their technical proposal evaluation shall be disqualified and shall not be considered for further evaluation.</li> </ul>			
<b>23.1</b>	<b>No online option</b> of the opening of the <b>Financial Proposals</b> is offered		
<b>25.1</b>	Financial Proposal shall include all applicable taxes, which includes Income Tax and Sales Tax or any other application taxes. The Procuring Agency shall act as a withholding agent as required by Income Tax Ordinance, as enforced.		
<b>27.1</b> <b>(QCBS only)</b>	<p><b>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</b></p> <p>The <b>formula</b> for determining the financial scores (Sf) of all other Proposals is calculated as following:  <math display="block">Sf = 100 \times Fm / F</math> in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The <b>weights</b> given to the <b>Technical (T)</b> and <b>Financial (P)</b> Proposals are:  <b>T</b> = <u>80% /weight</u>, and  <b>P</b> = <u>20% / weight</u></p> <p>Proposals are ranked according to their combined technical (St) and financial</p>		

	(Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = S_t \times T\% + S_f \times P\%$ .
	<b>D- Negotiations and Award</b>
<b>28.1</b>	Expected date and address for <b>Contract Negotiations (as per PPRA Rules, 2014)</b> : Date: <b>September 30, 2025</b> Address: <b>Registrar Office,,</b> Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan
<b>30.1</b>	The publication of the contract award information will be published online: <a href="http://www.ppra.punjab.gov.pk">www.ppra.punjab.gov.pk</a>
<b>30.2</b>	<b>Expected date for the commencement of the Services:</b> <b>Seven (07) days</b> after contract signing, following confirmation of Key Experts' availability to start the Assignment, which shall be submitted to the Client in writing as a written statement signed by each Key Expert.
<b>31. Bid Security</b>	<b>Bid Security of Rs. 1.00 M to be part of the <u>TECHNICAL PROPOSAL</u></b> (Bid security of successful bidder will be adjusted towards retention money and bid security will be refunded to bidders who could not win the contract) Bid security shall be submitted, in shape of Pay Order/DD/CDR/Bank Guarantee from scheduled banks in favor of: "Treasurer, Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan"
<b>32. Performance Security</b>	10% amount will be deducted as retention money from each bill of consultant, which will be refundable after one year of successful completion. In case of any liability or obligation on the part of consultant it will be adjusted.

### Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

#### CHECKLIST OF REQUIRED FORMS

Required (√)	FORM	DESCRIPTION	Page Limit
√	1 to 6	Technical Proposal Submission Form.	
√	1 Attachment	If the Proposal is submitted by a joint venture, attach a Memorandum of Understanding Duly Attested by the Notary Public	
√	Power of Attorney	Power of Attorney (For signatory of Proposal)	
√	4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
√	5	Work Schedule and Planning for Deliverables	
√	6	Team Composition, Key Experts, and attached Curriculum Vitae (CV)	
√	Tax Payer Status	(Active or Non-Active) – Information as per FBR Website attach relevant documents as proof	
√	Undertaking	Undertaking on a stamp paper of PKR 100 (Format attached) That firm is not Blacklisted, Information provided are Correct and Pending Litigation, bankruptcy, Conflict of interest.	
√	Presentation soft copy	Presentation Comprising Technical approach, methodology and work plan.	

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal. However, Application form must be signed by all partners in JV/consortium.

**TECHNICAL PROPOSAL (FORM -1)**  
**PROPOSAL SUBMISSION FORM**

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope" or, if only a Technical Proposal is invited "We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope."].

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

Sr. No.	Name of Member / Partner	Lead Member / Associate Member	Short description of Role of Member
1			
N			

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following Consultants as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Procuring Agency and/or may be sanctioned by the Procuring Agency.
- Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- We have no conflict of interest in accordance with ITC 3.
- [Only if required in ITC10.2 (Data Sheet 10.2), include the following:] In competing for and, if the award is made to us, in executing the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the Province of the Procuring Agency.
- Except as stated in the Data Sheet, Clause 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of

Contract negotiations.

- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.
- (g) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices as per ITC 5.

Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Procuring Agency is not bound to accept any Proposal that the Procuring Agency receives.

We remain, Yours

sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Consultant (company's name or JV's name): \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

Contact information (phone and e-mail): \_\_\_\_\_

{For a Joint Venture/ Consortium, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

## **TECHNICAL PROPOSAL (FORM -2)**

### **CONSULTANT'S ORGANIZATION AND EXPERIENCE**

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a Joint Venture/ Consortium, or sub-Contractors, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-Contractors who participated, the duration of the assignment, the Contract amount {total and, if it was done in a form of an Association (Joint Venture/ Consortium or a sub-Contractors), the amount paid to the Consultant}, and the Consultant's role/involvement.

#### **A - Consultant's Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a Joint Venture/ Consortium or sub-Contractors – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors etc., and beneficial ownership

#### **B - Consultant's Experience**

1. List only previous similar assignments successfully completed in the last [        ] years.
2. List only those assignments for which the Consultant was legally Contracted by Procuring Agencies as a company or was one of the Joint Venture/ Consortium partners. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-Contractors, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Procuring Agency.

<b>Duration</b>	<b>Assignment name/ &amp; brief description of main deliverables/outputs</b>	<b>Name of Procuring Agency &amp; Country of Assignment</b>	<b>Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm</b>	<b>Role on the Assignment</b>
{e.g., Jan.2009–Apr.2010 }	{e.g., “Improvement quality of.....”: designed master plan for rationalization of ..... ; }	{e.g., Ministry of ....., country }	{e.g., PKR 1 mill/PKR 0.5 mill }	{e.g., Lead partner in a JV/ Consortium A&B&C }
{e.g., Jan-May 2008 }	{e.g., “Support to sub-national government. ....”: drafted secondary level regulations on ..... }	{e.g., municipality of. ...., country }	{e.g., PKR 0.2 mil/PKR 0.2 mil }	{e.g., sole Consultant }

**TECHNICAL PROPOSAL (FORM -**  
**Comments and Suggestions on the Terms of Reference,**  
**Counterpart Staff, and Facilities to be Provided by the Procuring**  
**Agency**

---

Form-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Procuring Agency, including: administrative support, office space, local transportation, equipment, data, etc.

**A - On the Terms of Reference**

{Improvements to the Terms of Reference, if any}

**B - On Counterpart Staff and Facilities**

{Comments on counterpart staff and facilities to be provided by the Procuring Agency. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

## TECHNICAL PROPOSAL (FORM -

### DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

---

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. }

{Please do not repeat/copy the TORs in here.}

*[Note for Procuring Agency: add the environmental and social aspects to deliver the expected output(s), and the degree and detail of supervision structure for infrastructure Contracts such as Plant or Works and for other consulting services where the social risks are substantial or high]*

- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Procuring Agency), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form. }

- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff. }

# TECHNICAL PROPOSAL (FORM -

## WORK SCHEDULE AND PLANNING FOR DELIVERABLES



N°	Deliverables <sup>1</sup> (D-..)	Months											
		1	2	3	4	5	6	7	8	9	.....	n	TOTAL
<b>D-1</b>	{e.g., Deliverable #1: Report A												
	1) data collection												
	2) drafting												
	3) inception report												
	4) incorporating comments												
	5) .....												
	6) delivery of final report to Procuring Agency}												
<b>D-2</b>	{e.g., Deliverable #2 ..... }												
<b>n</b>													

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Procuring Agency's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

# TECHNICAL PROPOSAL (FORM - TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position		D-1		D-2		D-3	.....	D-...			Home	Field
<b>KEY EXPERTS</b>														
K-1	{e.g., Mr. Abbbb}	{Team Leader}	{Home}	{2 month}		{1.0}		{1.0}						
			{Field}	{0.5 m}		{2.5}		{0}						
K-2														
K-3														
n														
											<b>Subtotal</b>			
<b>NON-KEY EXPERTS</b>														
N-1			{Home}											
			{Field}											
N-2														
n														
											<b>Subtotal</b>			
											<b>Total</b>			

- For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.
- Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Procuring Agency’s country or any other country outside the expert’s country of residence.

 Full time input  
 Part time input

## TECHNICAL PROPOSAL (FORM -6 CONTINUED)

### CURRICULUM VITAE (CV)

(Fill separately for each Key member of proposed team)

(MAXIMUM 6 PAGES)

1	Name of Expert/Advisor <i>[Insert full name]:</i>	
2	Proposed Position <i>[insert Name of Key Position for this assignment]</i>	
3	<b>Position in firm/company</b> <i>[insert Designation]</i>	
4	<b>Total Experience of the Expert/Advisor</b>	
5	<b>Date of Birth</b>	
6	<b>Nationality:</b>	
7	<b>CNIC/Passport No:</b>	
8	<b>Education:</b>	

DEGREE	MAJOR/MINOR	INSTITUTION	COUNTRY	DATE(MM/YYYY)

Core area of expertise

#### Experience of similar assignments:

Name of Procuring	Assignment name/& brief description of main deliverables/outputs	Role in the Assignment	Duration	Contract value
{e.g., Ministry of .....}	{e.g., "Improvement quality of..... ": designed master plan for rationalization of .....; }	{e.g., Lead partner in a JV A&B&C}	{e.g., Jan.2011– Apr.2012}	{e.g., PKR 3 mill}
{e.g., municipality of. ....}	{e.g., "Support to sub-national government. ..." drafted secondary level regulations on. ....}	{e.g., sole Consultant}	{e.g., Jan- May 2012}	{e.g., PKR 6 mil}

(Attach certificates of proof)

(Please indicate most relevant projects)

**Other Trainings/Certifications**

DESCRIPTION*	TITLE	INSTITUTE	DURATION	COUNTRY

\*Training, Certification, short course, etc.

**10. Employment Record**

*[Starting with present position]*

EMPLOYER	COUNTRY & PROVINCE	POSITION	FROM (DD/MM/YYYY)	TO (DD/MM/YYYY )	BRIEF JOB DESCRIPTION

**Certificate & Commitment:**

1. I, the undersigned, certify to the best of my knowledge and belief that
2. This CV correctly describes my qualifications and my experience;
3. I am not employed by the Procuring Agency or Executing Agency and I am not a close relative of any employee of the Procuring Agency or Executing Agency;
4. In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the Personnel Schedule, provided team mobilization takes place within the validity of this proposal or any agreed extension thereof;
5. I am committed to undertake the assignment within the validity of Proposal;
6. I am not part of the team who wrote the terms of reference for this consulting services assignment;
7. I am not sanctioned ineligible for engagement by P&D department, PPRA or any Government or International Donor Agency.
8. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_  
*[Signature of expert]* Date: \_\_\_\_\_  
Day/Month/Year

## **Section 4. Financial Proposal - Standard Forms**

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

Form-1    Financial Proposal Submission Form

Form-2    Summary of Costs

Form-3    Breakdown of Remuneration, including Appendix A “Financial Negotiations”

Form-4    Reimbursable expenses

## FORM F-1

### FINANCIAL PROPOSAL SUBMISSION FORM (Inclusive of All applicable taxes)

{Location, Date}

To: [Name and address of Procuring Agency]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency (ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.2 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form F-2}.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive. We remain,

yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_

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

{For a joint venture, either all members shall sign or only the lead member/Consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

## FORM F-2 SUMMARY OF COSTS

Item	Cost
	{ Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet }
	{ <i>Insert Currency</i> }
Cost of the Financial Proposal	
Including:	
(1) Remuneration	
(2) Reimbursable	
Total Cost of the Financial Proposal: { Should match the amount in Form F-1 }	
<b>Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded</b>	
(i) { Income Tax }	
(ii) { Sales Tax }	
<u>Total Estimate for Indirect Local Tax:</u>	

**Footnote: Payments will be made in the currency (ies) expressed above (Reference to ITC 16.4).**

## FORM F-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Agency. This Form shall not be used as a basis for payments under Lump-Sum contracts

---

No.	Name	Position (as in T-6)	Person-month Remuneration Rate	Time Input in Person/Month (from T-6)	{ Currency as in F-2 }
	<b>Key Experts</b>				
K-1			[Home]		
			[Field]		
K-2					
	<b>Non-Key Experts</b>				
N-1			[Home]		
N-2			[Field]		
	Total Costs				

## Standard Form

Consultant:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
{Name of Consultant}

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

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

\_\_\_\_\_

**CONSULTANT'S REPRESENTATIONS REGARDING COSTS  
AND CHARGES**

**(Model Form I)**

(Expressed in {insert name of currency\*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Procuring Agency's Country									

{\* If more than one currency is used, use additional table(s), one for each currency}

1. Expressed as percentage of 1
2. Expressed as percentage of 4

## FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum Contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at Contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Procuring Agency. This form shall not be used as a basis for payments under Lump-Sum Contracts

<b>B. Reimbursable Expenses_____</b>								
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{ Currency # 1-as in FIN-2 }	{ Currency # 2-as in FIN-2 }	{ Currency# 3-as in FIN-2 }	{Local Currency- as in FIN-2 }
	{ e.g., Per diem allowances** }	{Day }						
	{ e.g., International flights }	{Ticket }						
	{ e.g., In/out airport transportation }	{Trip }						
	{ e.g., Communication costs between Insert place and Insert place }							
	{ e.g., reproduction of reports }							
	{ e.g., Office rent }							
	.....							
	{ Training of the Procuring Agency's personnel – if required in TOR }							
Total Costs								

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Procuring Agency can set up a ceiling.

## **Section 5. Eligibility**

All the Consultants are allowed to participate in the subject procurement without regard to nationality, except Consultants of some nationality, prohibited in accordance with policy of the Government.

Following countries are ineligible to participate in the procurement process:

- 1. India**
- 2. Israel**

Ministry of Interior, Government of Pakistan has notified List of Business Friendly Countries (BVL), Latest information may be confirmed from the relevant quarter.

## **SECTION 6. CORRUPT PRACTICES**

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

[(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

### **Blacklisting & Debarment:**

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

### **Substantial Requirements & Procedure for Blacklisting & Debarment:**

Asper S-17A of PPRA, Act, 2009:

**17A. Blacklisting.**— (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

**21. Blacklisting.**—(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
  - (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.
- (3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.
- (4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.
- (5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

## **SCHEDULE**

see sub-rule (6) of rule 21

## **BLACKLISTING MECHANISM OR PROCESS**

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
2. The show cause notice shall contain:
  - (a) precise allegation, against the bidder or Contractor;
  - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and
  - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.
4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.
6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.
7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.
8. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
12. The Authority shall immediately publish the information and decision of blacklisting on its website.

13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

## Section 7: Terms of References



042-99059157

File No. 4(338) PO(CONS)/P&D/2025  
**GOVERNMENT OF THE PUNJAB**  
 PLANNING AND DEVELOPMENT BOARD  
 Dated Lahore 16<sup>th</sup> June, 2025

94

To

**The Vice Chancellor,**  
 Mir Chakar Khan Rind University of Technology,  
 Dera Ghazi Khan,

Subject:

**APPROVAL OF TERMS OF REFERENCE (TORS) FOR THE HIRING OF ENGINEERING CONSULTANT FIRM FOR THE SCHEME TITLED "ESTABLISHMENT OF MIR CHAKAR KHAN RIND UNIVERSITY OF TECHNOLOGY DERA GHAZI KHAN" GS.NO 3316, ADP YEAR 2024-25**

I am directed to refer to your office letter No.MCUT-DGK/Admn.29/98 dated **02.06.2025** on the subject noted above and to convey the approval of Terms of Reference (TORS) for hiring the services of firm for Design and for conducting Resident Consultant Supervision of "Mir Chakar Khan Rind University of Technology Dera Ghazi Khan" duly approved by the Authority.

2. Further necessary action may be taken by the Procuring Agency as per Punjab Procurement Rules, 2014.

O/c *Sadia Aslam* 16.06.25  
 (SADIA ASLAM)  
 Planning Officer (Consultancy-I)

CC:

- Project Director, MCUT, DG Khan w.r.t to his reference letter mentioned above.
- The Deputy Economic Advisor-I, ICI & SD Department, Lahore.
- PS to Secretary, P&D Board, Lahore.
- PS to Sr. Chief (Consultancy) P&D Board Lahore.
- Concerned file.

*17/6*  
*16/6*

**RECEIPT**  
**PLANNING AND DEVELOPMENT BOARD, LAHORE**  
**16 JUN 2025**  
 Diary No. \_\_\_\_\_  
 Time \_\_\_\_\_

95

**TERMS OF REFERENCES (TORs)****for the Hiring of****Engineering Consultant Firm**

**For the project titled "Establishment of Mir Chakar Khan Rind  
University of Technology, Dera Ghazi Khan"**  
**GS-No. 3316, ADP Year 2024-25**

**Work Covered:**

**STRUCTURAL & ARCHITECTURAL DESIGNING, SUPERVISION OF  
CIVIL WORKS, INTERNAL & EXTERNAL ELECTRICAL, WATER  
SUPPLY, SANITATION, FIRE FIGHTING, SURFACE DRAINAGE, WASTE  
WATER COLLECTION, DISPOSAL SYSTEM, FIRE ALARM, INTERNET,  
TELEPHONE, INTERCOM, TV CABLES, LAN & WAN NETWORKING  
BUILDING MANAGEMENT SYSTEM, CALL SYSTEM, ETC.**

**1. BRIEF INTRODUCTION: -**

The Government of the Punjab is very keen to provide state of the art technology education facilities at graduation & higher levels in the province of Punjab. Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan is the only specialized higher education institution in the Public Sector in this far off region specifically meeting the educational requirements in the fields of technology. The benefits of the project will extend to all the people of Punjab particularly to those in the districts of D.G.Khan division.

At its initial stage five BS Engineering Technology disciplines, i.e., Civil Engineering Technology, Electrical Engineering Technology, Mechanical Engineering Technology, Chemical Petroleum Engineering Technology and Information Engineering Technology. The project comprises of 02 Academic blocks each 04-storey framed structure building, one Administration block 03-storey framed structure building, Central library, Medical Service center, construction of Residences for BPS-20 & Above(3Nos), Boundary wall, gates, OHRs, Water turbines and external Development comprising of water supply, sewerage, CCTV Cameras, gas, electricity, roads etc.

The scheme appears in the Annual Development Programme 2024-25 at General Serial No 3316 and has been approved by the P & D Department at a cost 2649.994 (M) (Capital).

As per directions issued by the Government of Punjab, Planning & Development Department, Lahore vide letter No. 4(24-A)PO(CONS)P&D/2023 dated 08-05-2023, the departments are required to engage the Consultant for supervision of development works costing more than Rs. 300.000 (M). The cost involved of Civil Work is amounting to Rs: 2649.994 million for the project.

Page | 1

96

The Architectural Working Drawings pertaining to this showing the plans, elevations and cross section etc. have been prepared by the Architecture Department, D.G.Khan, which have been approved by the competent authority of MCUT, D.G.Khan.

All the Structural Designs pertaining to the scheme will be prepared by the Planning & Design Directorate of Punjab Building Department.

A charming atmosphere is available for contractors and consultant to undertake the construction work on ground. For this purpose, MCUT, D.G.Khan as an employer intends to hire consultancy services from competent and well reputed consulting firms preferably pre-qualified consultant firms by the Planning & Development Department, C & W Department, Government of Punjab, will disburse the fees etc. of the consulting firm.

## 2. OBJECTIVE OF CONSULTANCY: -

In order to ensure good quality of works as well as to expedite the completion of the projects, full time resident construction supervision of civil works and services by the consultant has been approved in the scope of work including design of almost all services except Structural Design of the project. Broadly speaking these services include internal / External Electric Wiring System, Establishment of Electric Sub Station including HT/LT Panels (WAPDA & Consumer Panels), Power Cables, Emergency Wiring System, Poser Distribution System, Cable Trays, Earthing System of Building / Equipment / Generators etc., Fire Alarm & Fire Fighting System, Internet / Telephone / Intercom / TV cable / LAN / WAN Networking, Building Management System (BMS), Call System, Internal / External Sewerage & Disposal System, Internal / External Water Supply System, Surface Drainage, Internal / External Sui Gas Piping and Waste Water Collection and Disposal Works etc. will also be carried out by Consultant and executed under their expert supervision.

## 3. TERMS OF REFERENCE (T.O.R) FOR RESIDENT TYPE CONSTRUCTION SUPERVISION: -

To the extent of the hiring of consultant, the PPRA relevant rules will be the part of TORs. The services by the consultant shall include but not limited to the following.

### a) CONSTRUCTION SUPERVISION STAGE: -

- i) The consultant shall be responsible for resident supervision of all the Civil Works including all services mentioned in Para-2 "Objective" above through Qualified Graduate Engineer (s) and other supervisory staff having sufficient relevant experience in the respective disciplines who shall perform their duties with due diligence, efficiency and in accordance with Sound Engineering Practices and Specified Standards.
- ii) The Consultant shall be responsible for Resident Supervision of all Civil Works as per Architectural Design of Chief Architect, Government of the Punjab and Structural Design of P & D of C & W Department Lahore as per approved specifications and standards. Brief scope of Civil Works is described as under: -

Needs

97

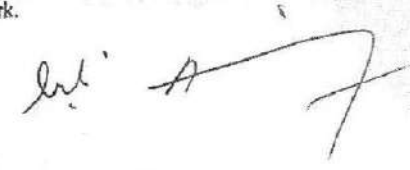
S#	Name of Building/ Block	No.	Total Area (sft)
1	Administration Block	1	41364
2	Civil, Electrical, Electronics Engineering Technology (ACADAMIC BLOCK 1)	1	114342
3	Chemical, Petroleum & Information Engineering Technology (ACADAMIC BLOCK-2)	1	114342
4	Central Library	1	35985
5	Construction of Medical Service Center	1	4360
6	Construction of Security/Guard Room	1	1280
7	Construction of Residences for BPS -20 & Above	3	12834
		<b>Total Area</b>	<b>324507 Sft</b>
<b>ADDITIONAL ITEMS</b>			
8	Provision of OHR 10000+10000 Gallons =	20000 Gln	
9	Provision of 1/2 Cucces Turbine	2 Jobs	
10	Provision of Telephone, Networking System and Sound System		
11	Provision of CCTV Cameras		
12	Provision of Fire Alarm System & Fire Fighting System		
13	Provision of Power Wiring		
14	Construction of Security Wall 9" thick 8ft height	7703 Rft	
15	Provision of Boundary Wall 9" thick 6 ft height	990 Rft	
16	Provision of Razor Cut Wire	7703 Rft	
17	Provision of Gate and gate pillars	3 Nos	
18	Construction of Gate way (Entrance)	1 Nos	
19	Provision of Underground water Tank 40000 Gallon	1 Job	

Nandi

- iii) The Consultant shall establish his Site Office and meet the running / operational expenses.
- iv) The Consultant shall submit schedule of construction supervision staff and list of field staff having following qualifications for the approval of Client/ Employer:

Other necessary supporting staff provided by the Consultant such as Lab Technician, Lab Assistant, Computer Operator, Record Keeper etc. would also be indicated by the Consultant in his proposals.

- v) The Consultant shall study all working Architectural & Structural Drawings of Project Buildings / Layout Drawings of the Project as well as the Technically Sanctioned Estimate of familiarize them with the Project.
- vi) The Consultant shall monitor the Contractor's Setting Out of the Works and verify the accuracy of his work.



- 98
- vii) The Consultant shall assure and certify that the construction materials brought at site by the contractor and incorporated into the work, are properly tested from the recognized laboratory and comply with the specifications.
  - viii) The consultant shall ensure that works are executed according to the plans and specifications and all the rules and regulation applicable to the work are followed and issue all necessary instructions to the contractor under intimation to the Engineer Incharge.
  - ix) The Consultant shall certify each work / bill of the contractor and shall ensure that the works have been executed in accordance with established standards, criteria's, procedures and as per approved design, drawings, specifications, technically sanctioned estimate and within the provisions of contract agreement.
  - x) The consultant shall supervise the contract in all matters concerning safety and care of work and advise the contractor and concerned Executive Engineer / Engineer Incharge of the Buildings Department on any problem arising in construction work during its execution well in time.
  - xi) The consultant shall monitor progress and maintain up-to-date progress schedule in the form of bar charts, critical path diagrams and other appropriate systems developed during the project processing indicating the major items of work being performed according to work schedule provided with the contract agreement and approved by the Engineer Incharge. The consultant shall submit monthly progress report to the concerned Executive Engineer, Superintending Engineer, and Chief Engineer & Project Director pointing out the deficiencies in the work besides recommending / suggesting, remedial measure.
  - xii) The consultant shall be 100% responsible for the measurement made on the work quantities executed and certified for payment and shall maintain permanent record for all such measurements for the concerned Executive Engineer.
  - xiii) The consultant shall maintain permanent record of the results of all tests made on materials, items of work involved in the project, utilizing forms as approved by the Engineer Incharge/employer.
  - xiv) The consultant shall certify and recommend under his seal, the contractor's running payment and final payment clearly indicating that the quantities of work executed / recommended are according to specifications, design drawings, technically sanctioned estimates and contract agreement.
  - xv) The consultant shall keep the record of daily inspection reports and hand them over to the Executive Engineer / Engineer Incharge on weekly basis.
- Paadi
- Jul 7

99

- xvi) The consultant shall inform the Employer / Engineer Incharge of problems of potential nature which might arise in connection with the construction contract and make recommendations for possible solution.
- xvii) The consultant shall carry out any required revisions in plans and specifications as required by the Engineer Incharge / Executive Engineer/ Employer and prepare all variation orders and assistance to the Engineer Incharge in the negotiation necessary for the execution of changes. Revisions shall be encouraged where it improves the project performance. This whole process will be carried out with dual intimation to the Project Director.
- xviii) The consultant shall assist Employer / Engineer Incharge with interpretation of the drawings and contract documents, particularly with respect to any disputes with the contractor or other affected parties.
- xix) The consultant shall evaluate and make recommendations to the Engineer Incharge for action to be taken against all contractor's claims, disputes, times extensions, and other beyond the scope of work.
- xx) The consultant shall furnish timely assistance and directions to contractor in all matters relating to ground survey controls, quality control, testing and other matter relating to contract compliance and progress of the project.
- xxi) The consultant shall assure the receipts and maintain permanent record in the shape of copies of all warranties required under terms of contract documents for materials including their sources and equipment accepted and incorporated in the project.
- xxii) The consultant shall carry out detailed final inspection of the work and shall recommend to the Executive Engineer / Engineer Incharge for issuance of completion certificate stating that the work has been completed as per design, drawings, standard specification and contract agreement. The consultant is bound to provide the detailed final inspection report on his own cost even if its agreement with the Employer has expired.
- xxiii) The consultant shall make arrangement for inspection of sites and ensure that all relevant information is available and up-to-date progress reports are provided before site inspection.
- xxiv) One month prior to expiry of the maintenance period of the work, the consultant shall carry out the detailed final inspection of the work and submit a report to the Department pointing out the defects, if any, in the work.
- xxv) The consultant shall prepare and submit list of office equipment, laboratory equipment, survey equipment, furniture, vehicles, assess inventory and all other items provided by the contractor under the contract and which is the property of the employer.

Naadi

Int A 7

100

- xxvi) Prepare and submit project completion report giving all details of the project in chronological order.
- xxvii) The consultant shall incorporate all changes that may be required by the Client / Employer for the economical completion or due to technical grounds / site requirements without any additional charges during the execution of project and shall also submit the above documents accordingly as per requirement of the Engineer Incharge.
- xxviii) The consultant shall verify the completion certificate duly submitted by the contractor.
- xxix) Any other related task assigned by the Employer / Engineer Incharge necessary for the completion of the project.
- xxx) For the works already in progress/ allotted to the contractor, the consultant shall verify by field testing the work already executed up to the date of appointment of consultant and shall propose the corrective measures (if any).

b) **DESIGN STAGE: -**

In order to ensure good standard of design of works, latest design codes prevalent in the world such as US, British, DIN standards or European standards would be adopted by the Consultant for the design of all components and latest specifications would be adopted.

1. **INTERNAL AND EXTERNAL WATER SUPPLY, FIRE FIGHTING, SEWERAGE, SURFACE DRAINAGE, WASTE WATER COLLECTION AND DISPOSAL SYSTEM ETC.**

- i. The consultant shall study all working drawings of project buildings / layout drawings of the project to familiarize them with the project.
- ii. Detailed Topographic Survey of the Project Premises and its surrounding areas and data.
- iii. The consultant shall liaison with the Project Director, Provision of infrastructural, academic and operational facilities to the Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan as well as the Superintending Engineer, Buildings Circle D.G.Khan, Executive Engineer, Buildings Division D.G.Khan and his relevant technical subordinate staff to obtain all relevant information and guidance related to the project to enable them to design various systems mentioned in Para b (1) above.
- iv. While designing various systems, all other relevant features of the main project shall also be kept in view.
- v. After having collection all data required for design, the consultant shall prepare the concept design of all components and submit for approval to the client.
- vi. The consultant shall be responsible to prepare the Detailed Design and Drawings separately for Internal and External Water Supply, Overhead / Underground

Saadi

Int A

Page | 6

101

Water Tanks, N/A's Water Collection and Disposal System, Internal / External Sewerage / Drainage System, etc.

- vii. From the Project Disposal, the system would link with the main disposal of the university or the outside sewerage system of the area for final disposal of sewage effluents as approved by the Client / Engineer Incharge. The design of the component shall also be prepared by the consultant.
- viii. The design shall be submitted for approval of Employer / Engineer Incharge. The design shall be implemented at site subsequent to approval by the Client / Engineer Incharge.
- ix. The BOQs for all these components shall be prepared separately by the consultant giving detailed specifications etc. and submitted for approval of the Engineer Incharge.
- x. The approval of Employer/ Engineer Incharge does not relieve the Consultant of their responsibility for the correctness of design.
- xi. The consultant shall undertake changes in design / drawings if so, required by the Client / Engineer Incharge initially or during the implementation stage free of cost.
- xii. Detailed design and BOQs with detailed specifications of all items of works and equipment & machinery to be incorporated in the project shall be provided by the consultant.

2

**DESIGN OF FIRE ALARM, INTERNET / TELEPHONE / INTERCOM / TV CABLES / LAN / WAN NETWORKING, BUILDING MANAGEMENT SYSTEM (BMS) AND CALL SYSTEM ETC.**

- i. The consultant shall study all working architectural drawings and layout drawings of the project to familiarize them with the project. They shall also liaison with the Project Director, Provision of infrastructural, academic and operational facilities to the Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan to obtain all information and details required for the design of above services in the project. They shall also liaison with the Superintending Engineer, Buildings Circle D.G.Khan, Executive Engineer, Buildings Division D.G.Khan and his relevant technical subordinate to obtain other relevant information and guidance related to the above cited services of the project.
- ii. Collect data for each and every area / equipment to be installed related to the project from the End User / University Authorities / Client / Executive Engineer / Engineer Incharge through their Resident Engineer directly or jointly with a

Naadi

Sub

Page | 7

102

- representative of the Engineer Incharge required for the design of above said services of Project.
- iii. Seek formal approval of the Project Director / Executive Engineer Incharge regarding the collected data.
  - iv. Plan and design the above cited services based upon the information so obtained and submit for approval of the Client / Engineer Incharge.
  - v. The design shall be amended if required by the End User / Engineer Incharge and resubmitted for approval. Design shall be implemented after approval of the Project Director / Executive Engineer Incharge.
  - vi. The Consultant shall be fully responsible for the Safety & Adequacy of the design and shall issue a final certificate in this effect. The approval of Client / End User shall not absolve the Consultant of their responsibility for the Safety and Adequacy of Design.
  - vii. The services shall be designed in the most professional like manner using the latest standards and specifications prevalent in the country.
  - viii. The requisite drawings for all the services shall be provided by the Consultant separately for each service & for each area showing the layout of wiring, location and position of points, type / size of conductors / conduits, etc. required to carry out the work.
  - ix. Relevant details, if any shall be provided by the Consultant.
  - x. The drawings shall be of suitable size as approved by the Employer / Executive Engineer Incharge. Three sets of Approved Final Drawings shall be provided by the Consultant.
  - xi. The requisite BOQs including detailed specifications for all items of works shall be provided by the Consultant for each separately for approval of the Client / Executive Engineer Incharge.

DESIGN OF INTERNAL AND EXTERNAL ELECTRIC SUPPLY, EMERGENCY WIRING SYSTEM, POWER DISTRIBUTION SYSTEM, CABLE TRAYS ETC.

- i. The Consultant shall study all working architectural drawings and layout drawings of the project to familiarize them the project. They shall also liaison with the Project Director, Provision of infrastructural, academic and operational facilities to the Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan to obtain detail of equipment's and machinery to be incorporated in the project. They shall also liaison with the Superintending Engineer, Buildings Circle D.G.Khan, Executive Engineer, Building Division

Page | 8

103

D.G.Khan and his relevant technical subordinate staff to obtain other relevant information and guidance related to the project.

- ii. Collect data for each and every area / equipment to be installed to the project from End User / university Authorities / Client / Engineer Incharge through their Resident Engineer directly or jointly with a representative of the Engineer Incharge required for the design of electrical system / subject services of Project.
- iii. Seek formal approval of the Project Director / Executive Engineer Incharge regarding the collected data.
- iv. The Electrical System and other services are to be designed keeping in view all other facilities to be incorporated / provided in the project for which the information shall be obtained directly by the Consultant through their Resident Engineer or jointly with a representative of the Engineer Incharge from the End User / Project Director / Executive Engineer concerned.
- v. The facilities to be incorporated in the project include at least the facilities mentioned in Para 2 "Objective of Consultancy" above. In addition, Street Light, Water Pumping, Electrical Distribution System, Lighting of areas may also include the facilities to be provided which shall be kept in view while designing the electrical system of the Project.
- vi. Mark the information so obtained on the drawings or otherwise and submit for approval of the Employer / Engineer Incharge.
- vii. Plan and Design the Internal as well as External Electrical System / Emergency Wiring System based upon the information so obtained and submit for approval of Client / Engineer Incharge.
- viii. The design shall be amended if required by the End User / Client / Engineer Incharge and resubmitted for approval.
- ix. The Electrical System shall be designed for operation on Dual Source of Electricity and Back-up System in form of Generators. Provision shall also be made for partial or complete operation of Project on Generators if required by the Competent Authority / End User / Executive Engineer Incharge.
- x. The Consultant shall be fully responsible for the Safety and Adequacy of their design. The approval of Client / End User shall not absolve the Consultant of their responsibility for the Safety and Adequacy of Design.
- xi. The Consultant shall propose the location of metering room in Consultation with the Client / End Users, if required. The route of Service Cables from

Needs

Lul' A 7

Page | 9

104

- metering Panel to Electrical Sub Station shall also be proposed by the Consultant for approval of the Client, if required.
- xii. The Consultant shall work out the total Electrical Load of the Project and provide to the Client / End user / Engineer Incharge to apply for Connection / Extension of Existing Electrical Load.
  - xiii. The requisite drawings for all electrical works shall be provided by the Consultant for each area separately showing the layout of wiring, location and position of lights / points etc., type of light / point, type / size of conductors / conduits, etc. required to carry out the work.
  - xiv. Relevant details shall also be provided by the Consultant.
  - xv. The drawings shall be of suitable size as approved by the Client / Executive Engineer Incharge. Three sets of Final Drawings shall be provided by the Consultant.
  - xvi. The requisite BOQs including detailed specifications for all items of works shall be provided by the Consultant for each area separately for approval of the Client / Executive Engineer Incharge.
  - xvii. Similarly, if site conditions require any amendment in design, it shall be done promptly by the Consultant.
  - xviii. The Consultant shall be bound to rectify defects in design / drawings on their own.

4.

**ESTABLISHMENT OF ELECTRIC SUB STATION AND HT / LT PANELS.**

- i. Having designed the External & Internal Electrical Supply of the Project and other services to be incorporated in the Project as mentioned at Para b(3)v above, the Consultant is now fully familiar with the project depth.
- ii. Having worked out the total electrical load as mentioned at Para b(3)xii above, an independent Electrical Sub Station is required to be established for the project which would be incorporated and synchronized in the existing electric supply and distribution system of university. Accordingly, the Consultant would be required to study and familiarize them with the existing electrical supply and distribution system of university.
- iii. In view of the total electrical load of the project, the Consultant shall design the complete HT / LT Equipment / Transformers etc. required for the project and prepare a Layout Plan of the Electric Sub Station showing location of each equipment and submit for approval of the Project Director / End user / Executive Engineer Incharge.
- iv. The design shall be amended if required by the End User / Engineer Incharge, if deemed appropriate and resubmitted for approval.
- v. The design shall be implemented after formal approval of the Executive Engineer Incharge / Project Director or any other competent authority such as Electrical Inspector or MEPCO.

Raadi

Lul' A

Page | 10

105

- vi. The Consultant shall be fully responsible for the safety and adequacy of the design. The approval of Client / End User shall not absolve the Consultant of their responsibility for the Safety and Adequacy of Design.
- vii. The requisite drawings, detailed specifications and BOQs for all relevant works / equipment shall be provided separately by the Consultant required to carry out the work.
- viii. Relevant details shall also be provided by the Consultants if any.
- ix. The drawings shall be of suitable size as approved by the Client / Engineer Incharge. Three sets of Final Drawings shall be provided by the Consultant.
- x. Similarly, if site conditions require any amendment in design, it shall be done promptly by the Consultant.
- xi. The Consultant shall be bound to rectify defects in design / drawings on their own or pointed out to them as the case may be.

\*The consultant shall submit a detailed work plan according to the requirements and shall be flexible to adjust the schedule if so, required by the Engineer/Employer based on work requirements.

Saad

del' A 7

**DESIGN TEAM WITH TIME DURATION**

Sr. #	Designation	Design Time lines	Qualification	Job Description & Scope
1	Public Health Design Engineer	*60 Days	B. Sc Civil Engineer (registered with PEC) with 10-Years' experience in the field of Designing Water Supply Sewerage / Drainage System, Fire Fighting systems.	To Design the Drainage system, Supply of sweet water system and designing of fire alarm system.
2	Junior Design Engineer	*60 Days	B. Sc Civil Engineer (registered with PEC) with 5-Years' experience in the field of Designing Water Supply Sewerage / Drainage System, Fire Fighting systems.	Design the Drainage system, Supply of sweet water system and designing of fire alarm system.
3	Draftsman/AutoCAD Operator.	*60 Days	Basic Diploma of AutoCAD and 10-years drafting experience in relevant Field.	Draftsman AutoCAD's job description focuses on creating detailed technical drawings and plans using AutoCAD software. They translate design concepts into precise blueprints, collaborating with engineers and architects to ensure accuracy and meet project requirements. This involves preparing 2D and 3D drawings, reviewing and revising them based on feedback, and maintaining organized records of project files.
4	Quantity Surveyor	*60 Days	Basic Diploma of Associate Engineer (Civil) 10-Years' experience in preparation of BOQs.	Check and vet the work done by the contractor. Survey the site according to layout plan and architectural working drawings, elevations and cross sections.

Note: Only two civil engineering lecturers have been recruited at the university. However, neither has expertise in design, so the appointment of a Design Engineer's essential to meet the need.

*Int. A*

## CONSTRUCTION TEAM WITH TIME DURATION

Sr. No.	Designation	Nos.	Qualification	Experience	Job Description	Duration
1	Resident Engineer	01	B. Sc Civil Engineering (16 years education) from HEC & PEC recognized institute.	15 years relevant experience in supervision and planning of Mega Projects.	Overall supervision of construction of the project.	10 Months
2	Assistant Resident Engineer / Electrical Engineer	01	B. Sc Electrical Engineering (16 years education) from HEC & PEC recognized institute.	10 years' experience in installation of electrical appliances as required in the project.	Overall supervision for installation of elevator, fire extinguisher, transformer, turbine and motors.	8 months or as and when required
3	Material Engineer	01	B. S Geology (16 years education) from HEC recognized institute.	10 years' experience in installation of electrical appliances as required in the project.	Perform all kind of tests of Bricks, Concrete, Aggregate, Sub Grade, Sub Base, Base, Proctor etc	10 Months
4	Site Inspector (Civil)	01	D.A.E (Civil)	10 years relevant.	Responsible to check the quality assurance of material and work.	10 Months
5	Site Inspector (Electrical)	01	D.A.E (Electrical)	10 years relevant experience	Responsible to install electrical appliances, turbine, fire extinguisher, motors, generators and etc.	8 months or as and when required
6	Quantity Surveyor (Civil)	01	D.A.E (Civil)	5 years relevant experience.	Checking & verifying of Contractor Bill, Estimate & Price Variation, Also Check the worked survey the site according to layout plan and architectural working drawings, elevations and cross sections	10 Months
7	Quantity Surveyor (Electrical)	01	D.A.E	5 years relevant experience.	--Do--	8 months or as and when required

108

c) **PROFESSIONAL LIABILITY FOR RESIDENT TYPE CONSTRUCTION SUPERVISION: -**

Professional's liability as it stands in the prevalent conduct and practice of Consulting Engineers prescribed in the PEC Act 1976 and any alterations/ additions incorporated from time to time and provisions mentioned in Rule 54 of Punjab Procurement Rules 2014 issued by the Punjab Procurement Regulatory Authority.

- i. The Consultant selected and awarded a contract shall be for consequence of errors or omissions on the part of the consultant.
- ii. The extent of liability of the consultant shall form part of the contract and such liability shall not be less than remuneration nor it shall be more than twice the remuneration.
- iii. The procuring agency may demand insurance on part of the consultant to cover the liability of the consultant and necessary costs shall be borne by the consultant.
- iv. The consultant shall be held liable for all losses or damages suffered by the procuring agency on account of any misconduct by the consultant in performing the consulting services.

d) **SUBMISSION OF DOCUMENTS AND DRAWINGS: -**

The Consultant is required to submit all project reports, drawings and documents in the format listed below with soft backup and formats standardized and approved by the Client. All items to be provided are deemed to be covered in the overall price submitted by the Consultant.

Sr. #	Description	No.	Size
1	General		
	Monthly Reports	3	A4
	Weekly Reports	3	A4
2	Preliminary / Concept Design	3	As Per Requirement
3	Detailed Design		
	➤ Design Calculations	3	As Per Requirement
	➤ Detailed Engineering Drawings (Plans, Sections, etc.)	3	As Per Requirement
	➤ Final Design Reports	3	As Per Requirement
4	Specifications, BOQ, etc.	3	As Per Requirement
5	As Built Drawings	3	As Per Requirement

e) **INTELLECTUAL PROPERTY RIGHTS: -**

All documents, reports, designs and all deliverables prepared by the Consultant shall become and remain the property of the Executing Agency.

Any future use of these documents and software by the consultant shall be done without permission of Employer.

f) **TIME DURATION: -**

The consultancy period for the assignment is 12 months.

*Jul A*

109

**MODE OF PAYMENT:-**

- i. The consultant shall be paid design fee separately on lump sum basis but cost of design fee will be included in the Consultant's bid.
- ii. The consultant's fee for Resident Supervision & design stage will be linked to the contractor's payment/ physical progress of work and the completion period mentioned in the letter of award of the employer unless the delay is caused by an action due to the reasons covered under the provision of "Force Majeure" as mentioned in the bidding documents.
- iii. The Consultant shall be paid on the basis of satisfactory performance of the scope of work and services, 10% of running bill payment shall be withheld by the Executing Agency as retention money, which shall be released after expiry of the maintenance period of the work contract and finalization of accounts of contractor.
- iv. The Consultants shall establish their Site Office and meet the running / operational expenses at their own level.
- v. The consultant shall submit their invoice on the basis of actual man/month input and justified human resource service.
- vi. For each payment a written certificate for satisfactory performance certificate will be issued by the employer.
- vii. The Client/ employer may ask the consultant to half or scale down activities if faced by the "Force Majeure".
- viii. It will be the responsibility of the consultant firm to meet all the taxes liabilities and any such taxes will be deducted at source from the consultant firm".

*Paadi**Int.*

Project Director  
Mir Chakar Khan Rind  
University of Technology  
Dera Ghazi Khan

**Registrar**

Mir Chakar Khan Rind University of Technology,  
Dera Ghazi Khan

**MIR CHAKAR KHAN RIND UNIVERSITY OF TECHNOLOGY,  
D.G.KHAN**



**FORM OF CONTRACT**

FOR

**Consultancy Services  
(Lump-Sum)**

**of**

**the scheme titled “Establishment of Mir Chakar Khan Rind University of Technology,  
Dera Ghazi Khan”**

**GS-No. 2654, ADP for the year 2025-26**

**For**

**RESIDENT SUPERVISION OF CIVIL WORKS, DESIGN OF INTERNAL &  
EXTERNAL ELECTRICAL, WATER SUPPLY, SANITATION, FIRE FIGHTING,  
SURFACE DRAINAGE, WASTE WATER COLLECTION, DISPOSAL SYSTEM,  
FIRE ALARM, INTERNET, TELEPHONE, INTERCOM, TV CABLES, LAN & WAN  
NETWORKING BUILDING MANAGEMENT SYSTEM, CALL SYSTEM, ETC.**

## **CONTRACT FOR CONSULTANT’S SERVICES**

### **Lump-Sum**

**Scheme Titled “Establishment of Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan”**

**ADP GS No. 2654 of 2025-26**

**Contract No. \_\_\_\_\_**

**between**

\_\_\_\_\_  
*[Name of the Procuring Agency]*

**and**

\_\_\_\_\_  
*[Name of the Consultant]*

**Dated: \_\_\_\_\_**

**Form of Contract**

**LUMP-SUM**

*[Text in brackets [ ] in italics is for guidance purposes and should be deleted in the final text]*

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Procuring Agency or Recipient]* (hereinafter called the “Procuring Agency”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows:]* “...(hereinafter called the “Procuring Agency”) and, on the other hand, a Joint Venture/ Consortium (name of the JV/ Consortium) consisting of the following entities, each member of which will be jointly and severally liable to the Procuring Agency for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).

#### WHEREAS

- (a) the Procuring Agency has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Procuring Agency that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto 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, supplementing without violating the General Conditions;
- (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

Appendix E Code of Conduct (ES) *[Note to Procuring Agency: to be included for supervision of infrastructure Contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]*

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Appendices: Appendix A; Appendix B; Appendix C; Appendix D and Appendix E *[Note to Procuring Agency: to be included for supervision of infrastructure (such as Plant or Works) Contracts and for other consulting service]*

*where the social risks are substantial or high*]; . Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Procuring Agency and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Procuring Agency shall make payments to the Consultant 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 as of the day and year first above written.

For and on behalf of *[Name of Procuring Agency]*

\_\_\_\_\_  
*[Authorized Representative of the Procuring Agency – name, title and signature]*

For and on behalf of *[Name of Consultant or Name of a Joint Venture/ Consortium]*

\_\_\_\_\_  
*[Authorized Representative of the Consultant – name and signature]*

*[For a Joint Venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture/ Consortium]*

*[Name of the lead member]*

\_\_\_\_\_  
*[Authorized Representative on behalf of a Joint Venture/ Consortium]*

*[add signature blocks for each member if all are signing]*

## General Conditions of Contract

### A. GENERAL PROVISIONS

#### 1. Definitions

1.1 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 jurisdiction of the province of Punjab or as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.

- (b) **“Bidder”** means Consultant, Contractor, JV/ Consortium, a person, firm, company or an organization who or which undertakes to supply goods, services or works; the terms are interchangeable;
- (c) **“Consultant”** means an individual Consultant or a consulting firm as the case may be;
- (d) **“Contract”** means an agreement enforceable by law;
- (e) **“Contractor”** means a person, Consultant, firm, company, a Joint Venture/Consortium or an organization who undertake to supply goods, services or works;
- (f) **“Contractor’s Personnel”** means personnel whom the Contractor utilizes in the execution of its Contract, including the staff, labor and other employees of the Contractor and each Sub-Contractor; and any other personnel assisting the Contractor in the execution of the Contract to be supervised by the Consultant (if applicable).
- (g) **“Day”** means calendar day unless indicated otherwise.
- (h) **“Effective Date”** means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-Consultant or JV/ Consortium member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) **“Foreign Currency”** means any currency other than the Pakistani Rupees.
- (k) **“GCC”** means these General Conditions of Contract.
- (l) **“Government”** means the Government of Pakistan.
- (m) **“Joint Venture (JV)”** means an association distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Procuring Agency for the performance of the Contract.
- (n) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (o) **“Local Currency”** means the currency of Pakistan
- (p) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-Consultant to perform the Services or any part thereof under the Contract.

- (q) **Party**” means the Procuring Agency or the Consultant, as the case may be, and “Parties” means both of them.
- (r) **Procuring Agency**” means: - The government office/ entity procuring the Services.
- (s) **Procuring Agency’s Personnel**” refers to the staff, labor and other employees (if any) of the Procuring Agency engaged in fulfilling the Procuring Agency’s obligations under the Contract; and any other personnel identified as Procuring Agency’s Personnel, by a notice from the Procuring Agency to the Consultant.
- (t) **“SCC”** means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-ridden.
- (u) **“Services”** means any object of procurement other than goods or works; the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (v) **“Site”** (if applicable) means the land and other places where Works are to be executed or facilities to be installed, and such other land or places as may be specified in the Contractor’s Contract as forming part of the Site.
- (w) **“Sub-Contractors”** means an entity to whom/which the Consultant sub Contracts any part of the Services while remaining solely liable for the execution of the Contract.
- (x) **“Third Party”** means any person or entity other than the Government, the Procuring Agency, the Consultant or a Sub-Consultant.

**2. Relationship  
between the  
Parties**

2.1. The Consultant shall be responsible to the Procuring Agency for the satisfactory work done as per the Contract agreement. He shall also be held responsible for the services provided by him as per rule 54 of the PPR-14. This Contract shall govern the relationship between the Procuring Agency and the Consultant.

**3. Law  
Governing  
Contract**

3.1. The Contract shall be governed and interpreted in accordance with the laws of the province of Punjab, unless otherwise specified in **SCC**.

**4. Language**

4.1. The Contract as well as all correspondence and documents relating to the Contract exchanged between the Consultant and the Procuring Agency, shall be written in the English language unless otherwise stated in the **SCC**. Supporting documents and printed literature that are part of the Contract may be in another language provided these are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Contract, this translation shall govern.

**5. Headings**

The Consultant shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5.1. Reports to be submitted by the Consultants as part of the assignment shall be in the English language.

**6. Communications**

6.1. Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing or in electronic forms that provide record of the content of the communication to the address specified in the SCC..

6.2. A notice, request or consent shall be effective when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SCC.

**7. Location/Site**

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Procuring Agency's country or elsewhere, as the Procuring Agency may approve.

**8. Authority of Member in Charge**

8.1. In case the Consultant is a Joint Venture or a Consortium, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Procuring Agency under this Contract, including without limitation the receiving of instructions and payments from the Procuring Agency.

**9. Authorized Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Procuring Agency or the Consultant may be taken or executed by the officials specified in the **SCC**.

**10. Fraud and Corruption**

10.1 Punjab Procurement Regulatory Authority requires that Procuring Agencies (including beneficiaries of Government funded projects) as well as Applicants/Bidders/Suppliers/Contractors under Government financed Contracts, observe the highest standard of ethics during the procurement and execution of such Contracts.

10.2 The Consultant/Applicant/ Bidders shall permit and shall cause their agents (whether declared or not), sub-Contractors, sub-Contractors, Consultants, suppliers, and their personnel, to permit the Procuring Agency to inspect all accounts, records and other documents relating to any, Bid submission, Primary Procurement process, Framework Agreement performance, Secondary Procurement process, and/or Call-

off Contract performance (in the case of award of a Call-off Contract), and to have them audited by auditors appointed by the Procuring Agency.

10.3 Any communications between the Bidder and the Procuring Agency related to matters of alleged corrupt and fraudulent practices must be made in writing or in electronic forms that provide record of the content of communication.

10.4 Procuring Agency will reject proposal, if it is established that the Bidder was engaged in corrupt practices in competing for the Contract. The corrupt practices are explained in S-2(d) of PPRA Act, 2009

10.5 Procuring Agency will also declare the bidder/Firm as blacklisted in accordance with the regulatory provisions: S-2(d) and S-17(A) of PPRA Act, 2009 and rule 21, read with Schedule appended with, PPR-14.

**a. Commissions and Fees**

10.1. The Procuring Agency requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract.

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

**11. Effectiveness of Contract**

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

**12. Termination of Contract for Failure to Become Effective**

12.1. If this Contract does not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days written notice to the other Party, cancel the Contract.

**13. Commencement of Services**

13.1. The Consultant shall confirm availability of Key Experts and other experts/ personnel required for carrying out the Services after the Effective Date as specified in the SCC.

- 14. Expiration of Contract** 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC.
- 15. Entire Agreement** 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations** 16.1. Any modification or variation of the terms and conditions of this Contract, may only be made by written agreement between the Parties, as per PPR-14. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 17. Force Majeure** 16.2. In cases of any modifications or variations, the prior written consent of the Procuring Agency is required.
- a. Definition** 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, terror attack, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.
- 17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Experts, Sub-Contractors or agents or employees such as: any grenade attack or bomb explosion or armed attack which could have been prevented by taking better security measures, provided Security of the site is indicated in the Contract as Consultant responsibility; (ii) any event which a diligent Party is reasonably expected to anticipate and take into account before entering into the Contract or for which precautionary measures could have been taken or any hurdles could have been avoided or overcome in carrying out the contractual obligations.
- 17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract** 17.4. The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken** 17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. 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.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Procuring Agency, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Procuring Agency, in reactivating the Services; or
- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 45 & 46.

**18. Suspension** 18.1. The Procuring Agency may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its 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 Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

**19. Termination**

19.1. This Contract may be terminated by either Party as per provisions set up below:

**a. By the Procuring Agency**

19.1.1. The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Procuring Agency shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); at least five (5) calendar days' written notice in case of the event referred to in (f); and, on 24 hours written/ electronic notice, or as mentioned in the SCC, in case of event referred to in (g):

- (a) If the Consultant fails to rectify a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant (or, if the Consultant consists of more than one entity) or if any of its 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 Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;
- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Procuring Agency, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13;
- (g) If the Consultant fails to submit deliverables and delays such satisfactory submission for more than 48 hours in emergency/ urgent nature cases or as mentioned in the Contract.

19.1.2. Furthermore, if the Consultant, in the judgment of the Procuring Agency has engaged in Fraud and Corruption, as defined in the GCC, in competing for or in executing the Contract, then the Procuring Agency may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

**b. By the Consultant**

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Procuring Agency, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Procuring Agency fails to pay any money due to the Consultant, for satisfactory work, pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within thirty (30) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 46.1.
- (d) If the Procuring Agency 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 Consultant may have subsequently approved in writing) following the receipt by the Procuring Agency of the Consultant's notice specifying such breach.

**c. Cessation of Rights and Obligations**

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GCC 25 and to cooperate and assist in any inspection or investigation and (iv) any right or liability which a Party may have under the Law/ Rules.

**d. Cessation of Services**

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such

notice, 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 Consultant and equipment and materials furnished by the Procuring Agency, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

**e. Payment upon Termination**

19.1.6. Upon termination of this Contract, the Procuring Agency shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC 19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract.

## C. OBLIGATIONS OF THE CONSULTANT

### 20. General

**a. Standard of Performance**

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-Contractors, as per Contract, as are required to carry out the Services.

20.3. The Consultant may sub-contract part of the Services to an extent and with such Key Experts and Sub-Contractors as may be approved in advance by the Procuring Agency.

**b. Law Applicable to Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and in accordance with the Laws of the province of Punjab and shall take all practicable steps to ensure that any of its Experts and Sub-Contractors, comply with the Applicable Law.

- 21. Conflict of Interests**
- 21.1. The Consultant shall hold the Procuring Agency's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Consultant Not to Benefit from Commissions, Discounts, etc.**
- 21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 39 through 43) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Contractors, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment or gift or illegal gratification or bribe.
- 21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Procuring Agency on the procurement of goods, works or services. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Procuring Agency.
- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Contractors and any entity affiliated with such Sub-Contractors, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-Contractors not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-Contractors shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Procuring Agency, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality**
- 22.1 Except with the prior written consent of the Procuring Agency, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make

- public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the **SCC**, the Consultant's liability under this Contract shall be as provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at its (or the Sub-Contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Agency, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the Procuring Agency's request, shall provide evidence to the Procuring Agency showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-Contractors to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.
- 25.2 The Consultant shall permit and shall cause its agents (where declared or not), Sub-Contractors, sub-Contractors, Consultants, suppliers, and personnel, to permit, the Procuring Agency to inspect the site and/or the accounts, records and other documents relating to the procurement process, selection and/or Contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Procuring Agency. The Consultant's and its Sub-Contractors' and sub-Contractors' attention is drawn to Sub-Clause 10.1 (regarding Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Agency's inspection and audit rights constitute a prohibited practice subject to Contract termination.
- 26. Reporting Obligations**
- 26.1 The Consultant shall submit to the Procuring Agency the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix, including maintain a dashboard for monitoring progress.
- 27. Proprietary Rights of the Procuring Agency in Reports and Records**
- 27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Procuring Agency in the course of the Services shall be confidential and become and remain the absolute property of the Procuring Agency. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such

documents to the Procuring Agency, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Procuring Agency.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Procuring Agency's prior written approval to such agreements, and the Procuring Agency shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SCC.

**28. Equipment, Vehicles and Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Procuring Agency, or purchased by the Consultant wholly or partly with funds provided by the Procuring Agency, shall be the property of the Procuring Agency and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Procuring Agency an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Procuring Agency's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Procuring Agency in writing, shall insure them at the expense of the Procuring Agency in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Procuring Agency's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

**29. Code of Conduct**

29.1 The Procuring Agencies and the Consultant are bound to follow the Code of Ethics issued by the Authority.

**D. CONSULTANT'S EXPERTS AND SUB-CONTRACTORS**

**30. Description of Key Experts**

30.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.

**31. Replacement of Key Experts**

31.1 Except as the Procuring Agency may otherwise agree in writing, no changes shall be made in the Key Experts.

31.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the

Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, as agreed by the Procuring Agency, and at the same rate of remuneration.

**32. Removal of Experts or Sub-Contractors**

32.1 If the Procuring Agency finds that any of the Experts or Sub-Consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Procuring Agency determines that a Consultant's Expert or Sub-Consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the Procuring Agency's written request, provide a replacement.

32.2 In the event that any of Key Experts, Non-Key Experts or Sub-Contractors is found by the Procuring Agency to be incompetent or incapable in discharging assigned duties, the Procuring Agency, specifying the grounds therefore, may request the Consultant to provide a replacement.

32.3 Any replacement of the removed Experts or Sub-Contractors shall possess better qualifications and experience and shall be acceptable to the Procuring Agency.

32.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

## **E. OBLIGATIONS OF THE PROCURING AGENCY**

**33. Assistance and Exemptions**

33.1 Unless otherwise specified in the SCC, the Procuring Agency should use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Procuring Agency's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or

appropriate for the prompt and effective implementation of the Services.

- (d) Assist the Consultant and the Experts and any Sub-Contractors employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Procuring Agency's country according to the applicable law in the Procuring Agency's country.
- (e) Assist the Consultant, any Sub-Contractors and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Procuring Agency's country, of bringing into the Procuring Agency's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the **SCC**.

**34. Access to  
Project Site**

34.1 The Procuring Agency warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Procuring Agency will be responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-Contractors or the Experts of either of them.

**35. Change in the  
Applicable Law  
Related to  
Taxes and  
Duties**

35.1 If, after the date of this Contract, there is any change in the applicable law in the country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 39.1

**36. Services,  
Facilities and  
Property of the  
Procuring  
Agency**

36.1 The Procuring Agency shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**37. Counterpart Personnel**

37.1 The Procuring Agency shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Procuring Agency with the Consultant's advice, if specified in **Appendix A**.

37.2 If professional and counterpart personnel support fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Procuring Agency may take appropriate measures in this regard in the interest of the Contract.

**38. Payment Obligation**

38.1 In consideration of the Services performed by the Consultant under this Contract, the Procuring Agency shall make such payments to the Consultant for the satisfactory completion of deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

## **F. PAYMENTS TO THE CONSULTANT**

**39. Contract Price**

39.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

**40. Taxes and Duties**

40.1 The Consultant, Sub-Contractors and Experts are responsible for meeting any and all tax liabilities, direct and indirect, arising out of the Contract unless it is stated otherwise in the **SCC**.

**41. Currency of Payment**

41.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

**42. Mode of Billing and Payment**

42.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 39.1.

42.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

42.3 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Procuring Agency in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Procuring Agency shall have approved in writing. The advance payments will be set off by the Procuring Agency in equal

portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

42.3.1 *The Lump-Sum Installment Payments.* The Procuring Agency shall pay the Consultant within thirty (30) days after the satisfactory receipt by the Procuring Agency of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Procuring Agency does not approve the submitted deliverable(s) as satisfactory in which case the Procuring Agency shall provide comments to the Consultant within the same thirty (30) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.3.2 *The Final Payment.* The final payment under this Clause shall be made only after the final report has been submitted by the Consultant and approved as satisfactory by the Procuring Agency, including the completion of the defect liability period and/ or the warranty period, if applicable. The Services shall then be deemed completed and finally accepted by the Procuring Agency. The last lump-sum installment shall be deemed approved for payment by the Procuring Agency within thirty (30) calendar days after receipt of the final report by the Procuring Agency unless the Procuring Agency, within such thirty (30) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

42.3.3 All payments under this Contract shall be made to the accounts of the Consultant specified in the **SCC**.

42.2.4 With the exception of the final payment under 42.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

**43. Interest on  
Delayed  
Payments**

43.1 If the Procuring Agency had delayed payments beyond thirty (30) days after the due date stated in Clause GCC 42.2.2 , for the satisfactory completion of deliverables, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the **SCC**.

## G. FAIRNESS AND GOOD FAITH

### 44. Good Faith

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

## H. SETTLEMENT OF DISPUTES

### 45. Arbitration

45.1 Any dispute of any kind whatsoever shall arise between the Authority and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Project –whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference even after negotiations or mediation, then the dispute shall be referred within fourteen (14) days in writing by either party to the Arbitrator, with a copy to the other party.

45.2 Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC sub-clause 45.1, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Contract. Arbitration proceedings shall be conducted in accordance with this Contract and the Arbitration Act, 1940.

45.3 Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

## I. CORRUPT PRACTICES

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

[(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

- i) coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii) collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv) any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- v) obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

### **Blacklisting & Debarment:**

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

**Substantial Requirements & Procedure for Blacklisting & Debarment:**

As per S-17A of PPRA, Act, 2009:

**17A. Blacklisting:** – (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

**21. Blacklisting:** – (1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:

- (a) acted in a manner detrimental to the public interest or good practices;
- (b) consistently failed to perform his obligation under the Contract;
- (c) not performed the Contract up to the mark; or
- (d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

- (a) shall forward the decision to the Authority for publication on the website of the Authority; and
- (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the

Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

### **SCHEDULE**

see sub-rule (6) of rule 21

#### **BLACKLISTING MECHANISM OR PROCESS**

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
2. The show cause notice shall contain:
  - (a) precise allegation, against the bidder or Contractor;
  - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and
  - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.
4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.
6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.
7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.

8. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
12. The Authority shall immediately publish the information and decision of blacklisting on its website.
13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.
14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.

## Special Conditions of Contract

*[Notes in italics in brackets [ ] are for guidance purposes only and should be deleted in the final text of the signed Contract]*

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<p><b>The Contract shall be construed in accordance with the applicable laws of the Punjab province.</b></p> <p><i>[However, the Parties may consider the option of choice of law and choice of forum, if the same has been acceded to by the Government, and it is protected by the respective statutory instrument.]</i></p>
4.1	<p><b>The language is: <span style="color: red;">ENGLISH</span></b></p>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>Procuring Agency:</p> <p style="padding-left: 40px;">Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan</p> <p>Attention : <u>Muhammad Arif Khan Mastoi, Registrar,</u></p> <p>E-mail (where permitted): <a href="mailto:registrar@mcut.edu.pk">registrar@mcut.edu.pk</a></p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[If the Consultant consists only of one entity, state “N/A”;</i></p> <p><i>OR</i></p> <p><i>If the Consultant is a Joint Venture or a Consortium consisting of more than one entity, the name of the JV/ Consortium member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p><b>The Lead Member on behalf of the JV/ Consortium is _____</b></p> <p style="text-align: right;"><i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the Procuring Agency:</b></p> <p style="padding-left: 40px;"><u>Muhammad Arif Khan Mastoi, Registrar, Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan.</u></p> <p><b>For the Consultant:</b> <i>[name, title]</i> _____</p>

11.1	Effective date will be after <b><u>7 days</u></b> of the date of signing contract agreement.
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p> <p>The time period shall be <b><u>22 days</u></b>. Subject to the forfeiture of bid security by the Procuring Agency.</p>
13.1	<p><b>Commencement of Services:</b></p> <p>The number of days shall be <b><u>07 days</u></b>  Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Procuring Agency in writing as a written statement signed by each Key Expert.</p>
14.1	<p><b>Expiration of Contract:( if the work does not prolong)</b></p> <p>The time period shall be: <b><u>TWENTY ONE (21) MONTHS.</u></b></p>
21 b.	<p><b>The Procuring Agency reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3</b></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
23.1	<p><b>“Limitation of the Consultant’s Liability towards the Client:</b></p> <p>Except in the case of gross negligence or willful misconduct on the part of the Consultant or on the part of any person or a firm acting on behalf of the Consultant in carrying out the Services, the Consultant, with respect to damage caused by the Consultant to the Client’s property, shall not be liable to the Client:</p> <p>for any indirect or consequential loss or damage; and</p> <p>for any direct loss or damage that exceeds two times the total value of the Contract;</p> <p>This limitation of liability shall not</p> <p>affect the Consultant’s liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services;</p> <p>Be construed as providing the Consultant with any limitation or exclusion from liability which is prohibited by the applicable law in the Client’s country”.</p>
24.1	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><b>Professional liability insurance, with a minimum coverage of _____</b><i>[insert amount and currency which should be not less than the total ceiling amount of the Contract];</i></p>

<b>27.1</b>	<i>As per GCC</i>
<b>27.2</b>	<b>The Consultant shall not use these <i>documents and software</i> for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.</b>
<b>33.1 (a) through (e)</b>	<i>As per GCC</i>
<b>33.1(f)</b>	<b>The Procuring agency may provide un-furnished office space, on mutually agreed rental basis. If renovation and /or modification is required, the consultant will bear such cost at his own after approval from the Procuring Agency.</b>
<b>39.1</b>	<p><b>The Contract price is:</b> _____ <i>[insert amount and currency for each currency as applicable] [indicate: inclusive or exclusive] of local direct and indirect taxes.</i></p> <p><i>[It is better to include the taxes, direct and indirect, customs duties, fees, rates etc in the overall Contract price. Any future change (increase or decrease) may be taken account of to increase or decrease the Contract price].</i> The Procuring Agency shall ensure that all applicable taxes etc are paid and shall deduct all those taxes etc at source which are liable to be paid under the Applicable Laws/ Rules and have to be collected and deposited with the relevant taxation authorities.</p> <p><b>The amount of such taxes is</b> _____ <i>[insert the amount as finalized in the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.]</i></p>
<b>40.1 and 40.2</b>	<p><b>The Procuring Agency warrants that</b> <i>[choose one applicable option consistent with the ITC 16.3 and the outcome of the Contract's negotiations (Form FIN-2, part B "Indirect Local Tax – Estimates"):</i></p> <p><i>If ITC 16.3 indicates a tax exemption status, include the following: “the Consultant, the Sub-Contractors and the Experts shall be exempt from”</i></p> <p><i>OR</i></p> <p><i>If ITC 16.3 does not indicate the exemption, then it is better to include the taxes, direct and indirect, customs duties, fees, rates etc in the overall Contract price. Any future change (increase or decrease) may be taken account of to increase or decrease the Contract price].</i> The Procuring Agency shall ensure that all applicable taxes etc are paid and shall deduct all those taxes etc at source which are liable to be paid under the Applicable Laws/ Rules and have to be collected and deposited with the relevant taxation authorities.</p>
<b>42.2</b>	<b>The payment schedule:</b>

*[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]*

**Mode of payment**

**Payments to the consultant will be made**

- i- For deliverables of design components “on lump sum basis”
- ii- For supervision (including verification of already executed works) “in terms of percentage of executed works under their supervision”

Note: The further break up of payment schedule will be incorporated in Appendix A

**Timelines for Proposed Deliverables**

Sr.#	Deliverables	Time lines
1.	Monthly Progress Reports	within 5 days after the end of month
2.	Weekly Progress Reports	each Monday
3.	Verification Report of Already executed works after performing necessary tests.	one month from the date of start of consultancy
4.	Preliminary / Concept Design	one week from the date of start of consultancy
5.	Detailed Engineering Drawings (Plans, Sections etc.) i- of Internal Electrical, Water Supply, Sanitation, Fire Fighting, Fire Alarm, Internet, Telephone, Intercom, TV Cables, LAN & WAN Networking Building Management System, Call System, CCTV cameras, etc.	one month from the date of start of consultancy
	ii- Design of External Electrical, Water Supply, Sanitation, Surface Drainage, Waste Water Collection, Disposal System CCTV cameras, etc.	two months from the date of start of consultancy
6.	Design Calculations	two months from the date of start of consultancy
7.	Final Design Reports	two months from the date of start of consultancy
8.	Specifications, BOQ, etc.	two months from the date of start of consultancy
9.	As Built Drawings	On completion of project

**1<sup>st</sup> payment: (as per agreement after negotiation)**

**2<sup>nd</sup> payment:** \_\_\_\_\_

.....: \_\_\_\_\_

**Final payment:** \_\_\_\_\_

	<i>[Total sum of all installments shall not exceed the Contract price set up in SCC 39.1.]</i>
<b>42.2.1</b>	<b>No Advance payment is allowed.</b>
<b>42.2.4</b>	<b>The accounts is:</b> for local currency in PKR: _____
<b>43.1</b>	<b>The interest rate is:</b> <i>Not Applicable</i>
<b>45.1</b>	<p>[Procuring Agency will describe the mechanism for dispute settlement. Following is the guidance.]</p> <p><b>Dispute Resolution</b></p> <ul style="list-style-type: none"> <li>i. If any dispute of any kind whatsoever shall arise between the Authority and the Consultant in connection with or arising out of the Contract, including without prejudice to the generality of foregoing, any question regarding its existence, validity, termination and the execution of the Project – whether during developing phase or after their completion and whether before or after the termination, abandonment or breach of the Contract – the parties shall seek to resolve any such dispute or difference by mutual diligent negotiations in good faith within 14 (fourteen) days following a notice sent by one Party to the other Party in this regard.</li> <li>ii. At future of negotiation the dispute shall be resolved through mediation and mediator shall be appointed with the mutual consent of the both parties.</li> <li>iii. At the event of failure of mediation to resolve the dispute relating to this Contract such dispute shall finally be resolved through binding Arbitration by sole arbitrator in accordance with Arbitration Act, 1940. The arbitrator shall be appointed by mutual consent of the both parties. The Arbitration shall take place in <b>Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan</b>, Pakistan and proceedings will be conducted in English language.</li> <li>iv. The cost of the mediation and arbitration shall be shared by the parties in equal proportion. Both parties shall bear their own costs and lawyer's fees regarding their own participation in the mediation and arbitration. However, the Arbitrator may make an award of costs upon the conclusion of the arbitration making any party to the dispute liable to pay the costs of another party to the dispute.</li> <li>v. Arbitration proceedings as mentioned in the above clause regarding resolution of disputes may be commenced prior to, during or after completion of the Contract.</li> </ul>

	<p>Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.</p> <p><b>Arbitrator's fee:</b> The fee shall be specified in Pak Rupees, which shall be shared equally by both parties.</p> <p><b>Appointing Authority for Arbitrator:</b> By the Mutual Consent or in accordance with the provisions of Arbitration Act, 1940, in case the parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Secretary Industries, Commerce, Investment &amp; Skills Development Department (ICI&amp;SD) Punjab for appointment of sole arbitrator. The Secretary (ICI&amp;SD) may depute any impartial person (serving or retired/ as the sole arbitrator to resolve the dispute between the parties.</p> <p><b>Rules of procedure for arbitration proceedings:</b> Any dispute between the Authority and a Consultant who is a national of the Islamic Republic of Pakistan arising in connection with the present Contract shall be referred for arbitration in accordance with the laws of the Islamic Republic of Pakistan including Arbitration Act 1940.</p> <p><b>Place of Arbitration and Award:</b> The arbitration shall be conducted in English language and place of arbitration shall be at <b>Mir Chakar Khan Rind University of Technology, Dera Ghazi Khan</b>, the award of the arbitrator shall be final and shall be binding on the parties.</p>

## Appendices

### APPENDIX A – TERMS OF REFERENCES

*[This Appendix shall include the final Terms of Reference (TORs) worked out by the Procuring Agency and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Procuring Agency's input, mode of verification of the satisfactory completion of the deliverables, counterpart personnel assigned by the Procuring Agency to work with the Consultant's team; specific tasks or actions that require prior approval by the Procuring Agency etc.]*

*Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modifications, if any, based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]*

### Timelines for Proposed Deliverables

Sr.#	Deliverables	Time lines
1.	Monthly Progress Reports	within 5 days after the end of month
2.	Weekly Progress Reports	each Monday
3.	Power Point Presentation on status of work executed	On the demand of client
4.	Verification Report of Already executed works (approx. cost Rs. 700.000M) after performing necessary tests.	one month from the date of start of consultancy
5.	Preliminary / Concept Design	one week from the date of start of consultancy
6.	<b>Detailed Engineering Drawings (Plans, Sections etc.)</b> iii- of Internal Electrical, Water Supply, Sanitation, Fire Fighting, Fire Alarm, Internet, Telephone, Intercom, TV Cables, LAN & WAN Networking Building Management System, Call System, CCTV cameras, etc.	one month from the date of start of consultancy
	iv- Design of External Electrical, Water Supply, Sanitation, Surface Drainage, Waste Water Collection, Disposal System CCTV cameras, etc.	two months from the date of start of consultancy
7.	Design Calculations	two months from the date of start of consultancy
8.	Final Design Reports	two months from the date of start of consultancy
9.	Specifications, BOQ, etc.	two months from the date of start of consultancy
10.	As Built Drawings	On completion of project

.....

## APPENDIX B - KEY EXPERTS

*[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized in the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]*

.....

## APPENDIX C – BREAKDOWN OF CONTRACT PRICE

*[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on Form FIN-3 and FIN-4 of the Consultant's Proposal and reflect any changes agreed in the Contract negotiations, if any. The footnote shall list such changes made to Form FIN-3 and FIN-4 at the negotiations or state that none has been made.]*

*[When the Consultant has been selected under Quality-Based Selection method, also add the following:]*

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Procuring Agency prior to the Contract’s negotiations.

“Should these representations be found by the Procuring Agency (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or inaccurate, the Procuring Agency shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Procuring Agency before any such modification, (i) the Procuring Agency shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Procuring Agency to the Consultants, the Consultants shall reimburse to the Procuring Agency any excess payment within thirty (30) days of receipt of a written claim of the Procuring Agency. Any such claim by the Procuring Agency for reimbursement must be made within twelve (12) calendar months after receipt by the Procuring Agency of a final report and a final statement approved by the Procuring Agency in accordance with Clause GCC 42.2.3 of this Contract.”

**Model Form I**  
**Breakdown of Agreed Fixed Rates in Consultant's Contract**

We hereby confirm that we have agreed to pay to the Experts listed, who will be involved in performing the Services, the basic fees and away from the home office allowances (if applicable) indicated below:

(Expressed in [insert name of currency] \*)

Experts		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration rate per Working Month/Day/Year	Social Charges <sup>1</sup>	Overhead <sup>1</sup>	Subtotal	Profit <sup>2</sup>	Away from Home Office Allowance	Agreed Fixed Rate per Working Month/Day/Hour	Agreed Fixed Rate per Working Month/Day/Hour <sup>1</sup>
Home Office									
Work in the Procuring Agency's Country									

1 Expressed as percentage of 1

2 Expressed as percentage of 4

\* If more than one currency, add a table

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name and Title: \_\_\_\_\_

**APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE**

*[See Clause GCC 41.2.1 and SCC 41.2.1]*

*{Guarantor letterhead}*

**Bank Guarantee for Advance Payment**

**Guarantor:** \_\_\_\_\_ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_ *[insert Name and Address of Procuring Agency]*

**Date:** \_\_\_\_\_ *[insert date]* \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_ *[insert number]* \_\_\_\_\_

We have been informed that \_\_\_\_\_ *[name of Consultant or a name of the Joint Venture/ Consortium, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. \_\_\_\_\_ *[reference number of the Contract]* dated \_\_\_\_\_ *[insert date]* \_\_\_\_\_ with the Beneficiary, for the provision of \_\_\_\_\_ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ *[insert amount in figures]* ( \_\_\_\_\_ ) *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ *[amount in figures]* ( \_\_\_\_\_ ) *[amount in words]*<sup>1</sup> upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number \_\_\_\_\_ at \_\_\_\_\_ *[name and address of bank]*.

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Procuring Agency which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the \_\_\_day of \_[month]\_\_\_\_\_, [year]\_,<sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

---

*[signature(s)]*

*{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}*

---

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”