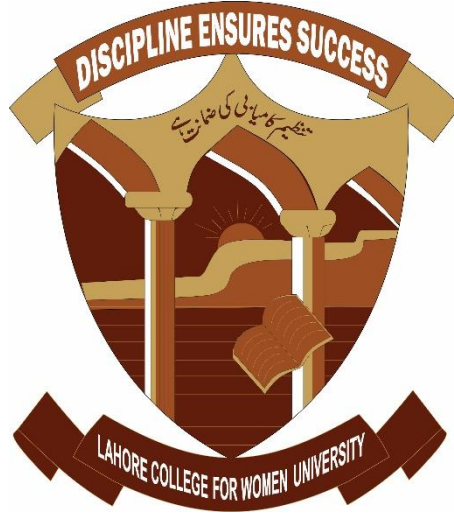


RFP-No.-----



# REQUEST FOR PROPOSAL

Selection of Consultants: ARCHITECTURAL,  
ENGINEERING DESIGN AND RESIDENT  
SUPERVISION FOR CONSTRUCTION OF  
PROJECT TITLED "ESTABLISHMENT OF  
NEW CAMPUS OF LAHORE COLLEGE FOR  
WOMEN UNIVERSITY, LAHORE AT KALA  
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## **Preface**

This Request for Proposal (“RFP”) has been prepared by the [*Lahore College for Women University-LCWU*] and is based on the Standard Request For Proposal (“Standard RFP”) issued by the Punjab Procurement Regulatory Authority (“the Authority”), dated October, 2021.

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## SECTION-1 INSTRUCTIONS TO THE CONSULTANTS-ITC

<p><b>Definitions</b></p>	<p>a. 'Act' means the Punjab Procurement Regulatory Authority Act 2014;</p> <p>b. 'Agreement' means the Agreement signed by the parties and all the attached documents</p> <p>c. 'Applicant' enlisted or to be prequalified or to be short- listed in response to the advertisement given by the procuring agency;</p> <p>d. 'Associate' means any agency or person with whom the consultant associates in order to provide any part of the services;</p> <p>e. 'Authority' means the Punjab Procurement Regulatory Authority;</p> <p>f. 'Client' means LCWU with which the selected Consultant signs the Agreement for the Services;</p> <p>g. "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to LCWU under the Contract.</p> <p>h. "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).</p> <p>i. 'Day' means calendar day;</p> <p>j. 'Instructions to Consultant' means the document which provides short-listed Consultants with all information needed to prepare their Proposals.</p> <p>k. 'Instructions to Consultant' means the document which provides short-listed Consultants with all information needed to prepare their Proposals.</p> <p>l. "Data Sheet" means an integral part of the Instructions to Consultants (ITC) that is used to reflect specific assignment conditions to supplement, but not to override, the provisions of the ITC.</p> <p>m. LOI' means the Letter of Invitation included in the RFP as Section - 1 being sent by the LCWU to the short-listed Consultants;</p> <p>n. Personnel' means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside Pakistan; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside Pakistan;</p> <p>o. Proposal' means the Technical Proposal and the Financial Proposal;</p> <p>p. 'RFP' means the Request for Proposal to be prepared by the LCWU for the selection of Consultants;</p> <p>q. 'Rules' means Punjab Procurement Regulatory Authority (PPRA) rules 2014.</p> <p>r. 'Services' means the work to be performed by the Consultant pursuant to the Agreement;</p> <p>s. 'Sub-Consultant' means any person or entity with whom the Consultant may enter into sub agreements of the Services;</p> <p>t. 'Terms of Reference' (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the LCWU and the Consultant, and expected results and deliverables of the assignment.</p>
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<p><b>1. Introduction</b></p>	<p><b>1.1</b> The LCWU named in the Data Sheet will select a consulting firm / organization (the Consultant) in accordance with the method of selection specified in the Data Sheet</p> <p><b>1.2</b> The short-listed Consultants are invited to submit a Technical Proposal and a Financial Proposal for consulting services required for the assignment as per the directions provided in the Data Sheet. Proposals shall be submitted against each task as mentioned in the Data Sheet. The proposals should be in separate marked and sealed envelopes. The Proposal will be the basis for agreement negotiations and ultimately for a signed Agreement with the selected Consultant.</p> <p><b>1.3</b> Consultants should familiarize themselves with assignment conditions and take them into account in preparing their Proposals. to obtain first-hand information on the assignment, Consultants are encouraged to visit the LCWU before submitting a proposal and to attend a pre- proposal conference if one is specified in the Data Sheet. If allowed in the Data Sheet attending the pre-proposal conference is optional. Consultants should contact the LCWU’s representative named in the Data Sheet to obtain additional information on the pre-proposal conference. Consultants should ensure these officials are informed well-ahead of time in case they wish to visit the LCWU.</p> <p><b>1.4</b> The LCWU will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet (if any), assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.</p> <p><b>1.5</b> Consultants shall bear all costs associated with the preparation and submission of their proposals and agreement negotiation. The LCWU may reject all proposals/bids at any time prior to the acceptance of a bid/proposal, and reserves the right to annul the selection process at any time prior to Agreement award, without thereby incurring any liability to the Consultants.</p>
<p><b>Conflict of Interest</b></p>	<p><b>1.6</b> Government of Punjab policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the LCWU’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.</p> <p><b>1.6.1</b> Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:</p> <p>(i) A firm that has been engaged by the LCWU to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling,</p>

<p><b>Conflicting Assignments</b></p> <p><b>Conflicting Relationships</b></p> <p><b>Unfair Advantage</b></p>	<p>aerial photography, and satellite imagery.</p> <p>(ii) A Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another LCWU. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a LCWU in the privatization of public assets shall not purchase, nor advice purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question.</p> <p>(iii) A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with a member of the LCWU’s staff who is directly or indirectly involved in any part of;</p> <p>(a) the preparation of the Terms of Reference of the assignment;</p> <p>(b) the selection process for such assignment, or</p> <p>(c) Supervision of the Agreement, may not be awarded an Agreement, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Government throughout the selection process and the execution of the Agreement.</p> <p><b>1.6.2</b> Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the LCWU, 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 Agreement.</p> <p><b>1.6.3</b> If a short-listed Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the LCWU shall make available to all short-listed Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants.</p>
<p><b>Fraud and Corruption</b></p>	<p><b>1.7</b> The Lahore College for Women University requires Consultants participating in its projects to adhere to the highest ethical standards, both during the selection process and throughout the execution of an agreement. In pursuance of this policy, the Government:</p> <p>a. defines, for the purpose of this paragraph, the terms set forth below as follows:</p> <p>‘<b>corrupt and fraudulent practice</b>’ means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the 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, non-competitive levels and to deprive the procuring agency of the benefits of free</p>

	<p>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 practices:</p> <ul style="list-style-type: none"> <li>(i) <b>coercive practice</b> 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;</li> <li>(ii) <b>collusive practice</b> 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;</li> <li>(iii) <b>corrupt practice</b> by offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another Party for wrongful gain;</li> <li>(iv) <b>fraudulent practice</b> by 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;</li> <li>(v) <b>obstructive practice</b> 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 rights;</li> </ul> <ul style="list-style-type: none"> <li>b. will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the agreement in question;</li> <li>c. Will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Government agreement if at any time it determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government agreement; and</li> <li>d. Will have the right to require that a provision be included requiring Consultants to permit the Government to inspect their accounts and records and other documents relating to the submission of proposals and agreement performance, and have them audited by auditors appointed by the Government.</li> </ul>
	<p><b>1.8</b> Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on</p>

	<p>fraud and corruption stated in the specific clauses in the General Conditions of Agreement.</p> <p><b>1.9</b> Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Agreement, as requested in the Financial Proposal submission form (Section 4)</p>
<b>Proposal Validity</b>	<b>1.10</b> The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The LCWU will make its best effort to complete negotiations within this period. Should the need arise; however, the LCWU may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for agreement award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
<b>Eligibility of Sub-Consultants /Associates</b>	<b>1.11</b> In case a short-listed Consultant intends to associate with any Consultants other than short-listed consultants and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to authorization of selection-committee for provision of copy of the agreement between consultant and sub consultant, on the legal format.
<b>2 Clarification and Amendments of RFP Documents</b>	<p><b>2.1</b> Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to the LCWU's address indicated in the Data Sheet. The LCWU 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 the source of inquiry) to all Consultants. Should the LCWU deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2</p> <p><b>2.2</b> At any time before the submission of Proposals, the LCWU may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants by standard electronic means and will be binding on them. Consultants shall acknowledge receipt of all amendments and take an amendment into account in their Proposals. <i>The LCWU may, if the amendment is substantial, extend the deadline for the submission of Proposals.</i></p>
<b>3 Clarification and of RFP Documents</b>	<p><b>3.1</b> The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the LCWU, shall be written in the language (s) specified in the Data Sheet</p> <p><b>3.2</b> In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a</p>



<p><b>Technical Proposal Format and Content</b></p>	<p>Proposal.</p> <p><b>3.3</b> While preparing the Technical Proposal, Consultants must give Particular attention to the following:</p> <p>(a) If a short-listed Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants or sub- consultancy, it may associate with either</p> <p>(i) Short-listed Consultants (if so indicated in the Data Sheet). A short-listed Consultant must first obtain the approval of the LCWU if it wishes to enter into an association with non-short-listed Consultant(s), the short-listed Consultant shall act as association leader (single entity).</p> <p>(b) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position</p> <p><b>3.4</b> The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the Technical Proposal. A page is considered to be one printed side of A4 or letter size paper.</p> <p>(a) A brief description of the Consultants' organization and an outline of recent experience of the Consultants on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who Participated, duration of the assignment, agreement amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally engaged by the Client as a firm or as one of the major firms (supported by the completion certificates). Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the LCWU Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the LCWU (Form TECH-3 of Section 3).</p> <p>(b) Comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the LCWU (Form TECH-3 of Section 3).</p> <p>(c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of</p>
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<p><b>Financial Proposal</b></p> <p><b>Taxes</b></p>	<p>this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.</p> <p>(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH- 5 of Section 3)</p> <p>(e) Estimates of the staff input (staff-months of professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff- months input should be indicated for field activities, for Professional staff.</p> <p>(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3) along with their Computerized National Identity Card numbers.</p> <p>(g) A detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment.</p> <p><b>3.5</b> The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.</p> <p><b>3.6</b> The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (local), in the field office, and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.</p> <p><b>3.7</b> The Consultant may be subject to any government taxes (such as: value added or sales tax or income taxes on duties, fees, levies, etc) on amounts payable by the LCWU under the Agreement. The LCWU will state in the Data Sheet if the Consultant is subject to payment of any taxes. Any such amounts shall be included in the Financial Proposal, and consultants are required to submit the financial proposal by incorporating the values of taxes under separate heads, however the cost of taxes will not be evaluated, but they will be discussed at agreement negotiations, and applicable amounts will be included in the Agreement.</p> <p><b>3.8</b> Consultants should express the price of their services in Pakistan Rupees.</p> <p><b>3.9</b> Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4.</p>
<p><b>4 Submissions, Receipt and Opening of Proposals</b></p>	<p><b>4.1</b> The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1</p>

	<p>of Section 3, and FIN-1 of Section 4.</p> <p><b>4.2</b> An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".</p> <p><b>4.3</b> The Technical Proposal shall be marked "<b>ORIGINAL</b>" or "<b>COPY</b>" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.</p> <p><b>4.4</b> The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "<b>TECHNICAL PROPOSAL</b>". Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "<b>FINANCIAL PROPOSAL</b>" followed by the name of the assignment, and with a warning "<b>DO NOT OPEN WITH THE TECHNICAL PROPOSAL.</b>" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and title of the Assignment, clearly marked "<b>DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE SUBMISSION DEADLINE</b>". The LCWU shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as Indicated above, this will constitute grounds for declaring the proposal non- responsive.</p> <p><b>4.5</b> The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the LCWU no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the LCWU after the deadline for submission shall be returned unopened.</p> <p><b>4.6</b> Under the presence of all the officers concerned (Selection Committee), the LCWU shall open the Technical Proposal immediately after the deadline for their submission (as provided in the Data Sheet). The envelopes with the Financial Proposal shall remain sealed and securely stored.</p>
<p><b>5 Evaluation</b></p> <p><b>Evaluation of Technical Proposal</b></p>	<p><b>5.1</b> From the time the Proposals are opened to the time the Agreement is awarded, the Consultants should not contact the LCWU on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the LCWU in the examination, evaluation, ranking of Proposals, and recommendation for award of Agreement may result in the rejection of the Consultants' Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.</p> <p><b>5.2</b> The Evaluation Committee/Consultant Selection Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-</p>

<p><b>Public Opening and Evaluation of Financial Proposals (only for QCBS and Least-Cost Selection)</b></p>	<p>criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score as indicated in the Data Sheet.</p> <p><b>5.3</b> After the technical evaluation is completed, the LCWU shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The LCWU shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. The opening date shall be set so as to allow interested Consultants sufficient time to make arrangements for attending the opening.</p> <p><b>5.4</b> Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark 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.</p> <p><b>5.5</b> The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures, the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of agreement has been included in the RFP, the 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, (ii) if the Lump-Sum form of agreement has been included in the RFP, no corrections are applied to the Financial Proposal in this respect.</p> <p><b>5.6</b> In case of QCBS, the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: <math>S = St \times T\% + Sf \times P\%</math>. The firm achieving the highest combined technical and financial score will be invited for negotiations.</p>
<p><b>6 Negotiations</b></p>	<p><b>6.1</b> Negotiations will be held at the date and address indicated in the</p>

	<p>Data Sheet. The invited Consultant will, as a prerequisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the LCWU proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude an Agreement.</p>
<p><b>Technical Negotiations</b></p>	<p><b>6.2</b> Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The LCWU and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the LCWU to ensure satisfactory implementation of the assignment. The LCWU shall prepare minutes of negotiations which will be signed by the LCWU and the Consultant.</p>
<p><b>Financial Negotiations</b></p>	<p><b>6.3</b> If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to determine the tax amount to be paid by the Consultant under the Agreement. The financial negotiations will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, , and the Least-Cost Selection methods, financial negotiations can involve the remuneration rates for staff or other proposed unit rates if there is a revision of scope or if the bid rate exceeds the available budget. For other methods, Consultants will provide the LCWU with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP.</p>
<p><b>Availability of Professional staff/experts</b></p>	<p><b>6.4</b> Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the LCWU expects to negotiate an Agreement on the basis of the Professional staff named in the Proposal. Before agreement negotiations, the LCWU will require assurance that the Professional staff will be actually available. The LCWU will not consider substitutions during agreement negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.</p>
<p><b>Conclusion of Negotiations</b></p>	<p><b>6.5</b> Negotiations will conclude with a review of the draft Agreement. To complete negotiations the LCWU and the Consultant will initial the agreed Agreement. If negotiations fail, the LCWU will invite the Consultant whose Proposal received the second highest score to negotiate an Agreement.</p>
<p><b>7 Award of Agreement</b></p>	<p><b>7.1</b> After completing negotiations the LCWU shall award the Agreement to the selected Consultant and publish details on the website of LCWU and promptly notify all Consultants who have</p>

	<p>submitted proposals. After Agreement signature, the LCWU shall return the unopened Financial Proposals to the unsuccessful Consultants.</p> <p><b>7.2</b> The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
<b>8 Confidentiality</b>	<b>8.1</b> Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Agreement. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the PPRA rules 2014 relating to fraud and corruption.
<b>9 Grievance Period</b>	<b>9.1</b> The contract shall not be awarded earlier than the expiry of the Grievance Period. The Grievance period shall be ten (10) days. The Grievance period commences the day after the date the client has transmitted to each consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract.
<b>10 Notification of Intention to Award:</b>	<p><b>10.1</b> The client shall send to the Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:</p> <ol style="list-style-type: none"> <li>i. the name and address of the Consultant with whom the client successfully negotiated a contract;</li> <li>ii. the contract price of the successful proposal;</li> <li>iii. the names of all consultants included in the short list, indicating those that submitted proposals;</li> <li>iv. where the selection method requires, the price offered by each consultant as read out and as evaluated;</li> <li>v. the overall technical scores and scores assigned for each criterion and sub-criterion to each consultant;</li> <li>vi. the final combined scores and the final ranking of the consultants;</li> <li>vii. a statement of the reason(s) why the recipient's proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;</li> <li>viii. Instruction on how to request a debriefing and/or submit a complaint during the Grievance period.</li> <li>ix.</li> </ol> <p><b>10.2</b> <u>Notification of Award:</u> Upon expiry of the grievance period and upon satisfactorily addressing any complaint that has been filed within that period, the client shall, send a notification of award to the successful consultant, confirming the client's intention to award the contract to the successful consultant and requesting the successful consultant to sign and return the draft negotiated contract after receipt of such notification.</p>
<b>11 Performance Security /Gaurantee</b>	<b>11.1</b> The successful Consultant's Proposal Securing Declaration /Performance Security [5% of contract value] will be discharged upon signing of the Contract with the Successful Consultant, and furnishing the performance security in accordance with Rule-56 of PPR-14 as specified in Data Sheet.

## SECTION-2 DATA SHEET

Paragraph Reference																			
1.1	Name of the Client: The Lahore College for Women University   : <a href="http://www.lcwu.edu.pk">www.lcwu.edu.pk</a> Method of selection: <b>QCBS</b> -Quality and Cost Based Selection Method as per PPRA Rule-45																		
1.2	Financial Proposal to be submitted together with Technical Proposal is to be submitted in separate envelope as per Single Stage Two Envelope Bidding Procedure for the assignment: <b>“Establishment of New Campus of Lahore College for Women University, Lahore at Kala Shah Kaku (Phase-I)”</b>																		
1.3	<i>LCWU Representative:</i>  <b>Chief-Engineer/Project Director-LCWU</b> <i>Engineering-Cell, Lahore College for Women University</i> <i>Address: Jail Road Lahore.</i>  ☎ Tel: +92 (0) 42 99203803-289/215 (switchboard) , ☎ Tel +92 4299203092   ✉ e-mail: <a href="mailto:pdlcwu2022@gmail.com">pdlcwu2022@gmail.com</a> , 🌐 url: <a href="http://www.lcwu.edu.pk">www.lcwu.edu.pk</a>																		
1.4	Proposals must remain valid for 120 days after the submission date.																		
1.5	Clarifications may be requested not later than 07 days before the submission date. A Pre-Proposal conference/meeting in this context will be held on.26/01/2024. Time and venue shall be communicated to all bidders accordingly.  The address for requesting clarifications is:  <b>Chief-Engineer/Project Director-LCWU</b> <i>Engineering-Cell, Lahore College for Women University</i> <i>Address: Jail Road Lahore.</i>  ☎ Tel: +92 (0) 42 99203803-289/215 (switchboard) , ☎ Tel +92 4299203092   ✉ e-mail: <a href="mailto:pdlcwu2022@gmail.com">pdlcwu2022@gmail.com</a> , 🌐 url: <a href="http://www.lcwu.edu.pk">www.lcwu.edu.pk</a>																		
1.6	Proposals shall be submitted in English language.																		
1.7	Firms should submit details of 5 (five) assignments completed within past 10 years. Out of five best two assignments as per criteria shall be evaluated for marks to be obtained.																		
1.8	CVs of firms’ staff should contain details of 5 projects done by the individuals in the past 10 years.																		
1.9	<i>Estimated input of Key Expert’s time-input: 105 Man-Months (Indicative)</i> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: left;"><b>Engineering-Design-Team</b></th> <th style="text-align: right;"><b>Man-Months</b></th> </tr> </thead> <tbody> <tr> <td style="width: 5%;">A</td> <td>Project Manager-Sr Civil-Engr (Team-Leader)</td> <td style="text-align: right;">18</td> </tr> <tr> <td>B</td> <td>Sr. Structure Engineer-Civil</td> <td style="text-align: right;">8</td> </tr> <tr> <td>C</td> <td>Sr. Architect / Town Planner</td> <td style="text-align: right;">6</td> </tr> <tr> <td>D</td> <td>PHE Engineer</td> <td style="text-align: right;">8</td> </tr> <tr> <td>E</td> <td>Electrical/Mechanical Engineer</td> <td style="text-align: right;">5</td> </tr> </tbody> </table>	<b>Engineering-Design-Team</b>		<b>Man-Months</b>	A	Project Manager-Sr Civil-Engr (Team-Leader)	18	B	Sr. Structure Engineer-Civil	8	C	Sr. Architect / Town Planner	6	D	PHE Engineer	8	E	Electrical/Mechanical Engineer	5
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	<b>Construction Supervision-Team</b>		
	F	Resident Engineer-RE	12
	G	Assistant. Resident Engineer-ARE	12
	I	Quantity Surveyor	12
	J	Site-Inspector (Civil)	12
	K	Site-Inspector (Electrical)	12
2.0	Amounts payable by the LCWU to the Consultant under the agreement will be subject to all local/ Govt. taxation. The LCWU will pay such taxes on behalf of the Consultant after equivalent deduction from the consultant bill.		
2.1	The number of copies of the Proposal required is: Technical Proposal: One Original and one copy in sealed envelope separately Financial Proposal: One Original and one copy in sealed envelope separately.		
2.2	The Proposal submission address is:  The <b>Chief-Engineer/Project Director-LCWU</b> <i>Engineering-Cell, Lahore College for Women University</i> <i>Address: Jail Road Lahore.</i>  ☎Tel: +92 (0) 42 99203803-289/215 (switchboard) , ☎Tel +92 4299203092   ✉ e-mail: <a href="mailto:pdlcwu2022@gmail.com">pdlcwu2022@gmail.com</a> ,   🌐url: <a href="http://www.lcwu.edu.pk">www.lcwu.edu.pk</a>    Proposals must be submitted no later than the following date and time: <b>06/02/2024 : 15:00 hrs.</b>		
	The components of the RFP Documents are :  a. Letter of Interest (LOI). b. Instructions to the Consultants c. Data Sheet. d. Technical Bid Evaluation Criteria e. Technical Proposal Forms. f. Financial Proposal Forms g. Appendix - A: <b>TOR</b> and Background Information. h. Appendix - B: Man-Months and Activity Schedule i. Appendix - C: Contract Agreement/ Draft Form of Contract & Appendices		
2.3	Criteria, sub-criteria, and point system for the evaluation of Technical  The technical Evaluation will be based on the following evaluation criteria.		
	Sr.No	Description	Weightage Score
	A 1	Specific Experience	20
	A 2	Organizational Strength	05
	A 3	Financial Strength	05
	A 4	Quality Management System	05
	A 5	Personnel (Project Core Team)	50



<b>A 6</b>	Approach & Methodology	<b>15</b>	
<p>For Proposal</p> <p><b>A 1 Consultant Firm's Experience:</b> <span style="float: right;"><b>Points (20%)</b></span></p> <p>a) No of similar assignments <span style="float: right;">[50]</span></p> <p>b) Value of two similar assignments <span style="float: right;">[50]</span></p> <p style="text-align: right;">Total = <b>A1 [100%]</b></p> <p><b>A 2 Organizational Strength:</b> <span style="float: right;"><b>Points (05%)</b></span></p> <p>Score obtained by Organization at EOI stage shall be accounted for under this category with a weightage of 05%</p> <p>i.e. EOI score * 05% = Organizational Strength Scores</p> <p><b>A 3 Financial Strength:</b> <span style="float: right;"><b>Points (05%)</b></span></p> <p>Bank Statement of last 3 Months with an average balance or Credit line (Account Maintenance Certificate) from any schedule Bank of Pakistan of equivalent Amount.</p> <p>Marks for Credit line or Bank Accounts Maintenance Certificate would be awarded on following criteria:</p> <p>15 Million to 30 million -01 marks</p> <p>31 Million to 35 million -02 marks</p> <p>36 Million to 40 million -03 marks</p> <p>40 Million to 50 million- 04marks</p> <p>51 Million to 60 million- 05 marks</p> <p><b>A 4 Quality Management System-QMS:</b> <span style="float: right;"><b>Points (05%)</b></span></p> <p>Quality Management System in firms ensures that services meet the specified standards requirements and expectations of the client. The process involves planning, implementing and evaluating the quality of the services delivered. QMS main components includes the following;</p> <ul style="list-style-type: none"> <li>▪ <b>Quality Planning:</b> This involves identifying the requirements of the client, determining the quality objectives, and defining the processes and procedures used to achieve the objectives.</li> <li>▪ <b>Quality Assurance:</b> This involves the systematic monitoring and evaluation of the processes and procedures used to produce that service to ensure that they meet the specified requirements.</li> <li>▪ <b>Quality Control:</b> This involves the monitoring and measurement of the services to ensure that it meets specified standards requirements and the identification of any defects or non-conformities.</li> <li>▪ Understanding the <b>Specifics Quality Requirements.</b></li> <li>▪ Identify the <b>Quality objectives</b> that need to be achieved by the firms.</li> <li>▪ To provide evidence of your experience in implementing quality management system processes by describing similar projects that firms have already completed demonstrate expertise in quality management.</li> <li>▪ Demonstrate <b>compliance</b> such as organizational standards for quality management. Quality management <b>plans</b> etc.</li> </ul> <p>The bidders are required to furnish in place QMS Manual according to the QMS guidelines mentioned above.</p>			

	<p><b>**A 5 Project Core Team:</b> <span style="float: right;"><b>Points (50%)</b></span></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;">i.</td><td style="width: 85%;">Project Manager-Team Lead (Civil)</td><td style="width: 10%; text-align: right;">[ 15 ]</td></tr> <tr><td>ii.</td><td>Sr. Str. Engineer (Civil)</td><td style="text-align: right;">[ 15]</td></tr> <tr><td>iii.</td><td>Sr. Architect /Planner</td><td style="text-align: right;">[ 15]</td></tr> <tr><td>iv.</td><td>PHE-Engineer</td><td style="text-align: right;">[ 10]</td></tr> <tr><td>v.</td><td>Electrical &amp; Mechanical Engineer (Design)</td><td style="text-align: right;">[5+5]</td></tr> <tr><td>vi.</td><td>Resident Engineer</td><td style="text-align: right;">[ 10]</td></tr> <tr><td>vii.</td><td>Asst. Resident Engineer</td><td style="text-align: right;">[ 10]</td></tr> <tr><td>viii.</td><td>Quantity Surveyor</td><td style="text-align: right;">[ 05 ]</td></tr> <tr><td>ix.</td><td>Site Inspector (Civil)</td><td style="text-align: right;">[ 05 ]</td></tr> <tr><td>x.</td><td>Site Inspector (Electrical)</td><td style="text-align: right;">[ 05 ]</td></tr> </table> <p style="text-align: right;"><b>Total = A5 [100]</b></p> <p>The number of points to be assigned to each of the above project team staff positions shall be determined considering the following three sub criteria and relevant score:</p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;">1)</td><td style="width: 85%;">Education and qualifications</td><td style="width: 10%; text-align: right;">[25%]</td></tr> <tr><td>2)</td><td>Relevant background</td><td style="text-align: right;">[50%]</td></tr> <tr><td>3)</td><td>Time with firm</td><td style="text-align: right;">[25%]</td></tr> </table> <p style="text-align: right;"><b>Total : 100%</b></p> <p><b>A 6 Approach &amp; Methodology:</b> <span style="float: right;"><b>Points (15%)</b></span></p> <table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 5%;">a)</td><td style="width: 85%;">Approach and Quality of Methodology</td><td style="width: 10%; text-align: right;">[20%]</td></tr> <tr><td>b)</td><td>Implementation Model and Mechanism</td><td style="text-align: right;">[20%]</td></tr> <tr><td>c)</td><td>Work plan &amp; Manning Schedule</td><td style="text-align: right;">[60%]</td></tr> </table> <p style="text-align: right;"><b>Total = A6 -100%</b></p> <p>Technical Score*** <span style="float: right;">[A 1*0.20 + A 2*.05+ A 3*.05+ A 4*0.05 + A 5*0.50+A 6*0.15]</span> (T) =</p> <ul style="list-style-type: none"> <li>• The minimum technical score (T) required to pass is: <b>65 Points.</b></li> <li>• It is mandatory for firms to secure at least <b>50% marks</b> in each criteria defined in (A1,A2,A3,A4, A5 &amp; A 6)</li> </ul>	i.	Project Manager-Team Lead (Civil)	[ 15 ]	ii.	Sr. Str. Engineer (Civil)	[ 15]	iii.	Sr. Architect /Planner	[ 15]	iv.	PHE-Engineer	[ 10]	v.	Electrical & Mechanical Engineer (Design)	[5+5]	vi.	Resident Engineer	[ 10]	vii.	Asst. Resident Engineer	[ 10]	viii.	Quantity Surveyor	[ 05 ]	ix.	Site Inspector (Civil)	[ 05 ]	x.	Site Inspector (Electrical)	[ 05 ]	1)	Education and qualifications	[25%]	2)	Relevant background	[50%]	3)	Time with firm	[25%]	a)	Approach and Quality of Methodology	[20%]	b)	Implementation Model and Mechanism	[20%]	c)	Work plan & Manning Schedule	[60%]
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2.4	<p>The formula for determining the financial scores is the following:  <b>Sf = 100 x Fm / F</b>,  in which, <b>Sf</b> is the financial score, <b>Fm</b> is the lowest price and <b>F</b> the price of the proposal under consideration.</p> <p>The weights given to the <b>Technical (T)</b> and <b>Financial Proposals (F)</b> are:  <b>Tech</b> = 70% i.e., weight-age 0.70, and  <b>Fin</b> = 30% i.e., weight-age 0.30  Final Score = T * .70 + F * .30</p>																																																
2.5	<p>The successful consultant/bidder shall be under an obligation to submit Performance Security/Bank Guarantee from scheduled Banks @5% of contract amount within</p>																																																

	fifteen-days (work award) of the demand by LCWU.
2.6	Expected date and address for agreement negotiations:  <b>15.02.2024</b> at 11:30 am in the Committee Room Lahore College for Women University.
2.7	Expected date for commencement of consulting services: ----- <b>03.2024</b>
2.8	Successful bidder shall be required to submit Stamp duty within seven (7) days of the demand by the procuring agency (LCWU) for signing of contract.

**TECHNICAL BID EVALUATION CRITERIA IN DETAIL****GENERAL**

Evaluation will be based on all the criteria given in succeeding paras, regarding the bidder's financial soundness, experience record, and personnel capabilities as demonstrated by the Applicant's responses in the forms attached to this letter. The Employer reserves the right to waive minor deviations, if these don't materially affect the capability of an applicant to perform the contract. Sub-consultants experience and resources shall not be considered in determining the Applicant's compliance with the qualifying criteria. The weightage/Marks for different categories will be followed as per table given below:

Category	Maximum Marks
Specific experience	20
Organizational Strength	05
Financial Strength	05
Quality Management System-QMS	05
Personnel (Key Experts)	50
Technical Approach & Methodology	15
<b>Total</b>	<b>100</b>

The detailed criteria for each category have been developed as under:

**a) A1 – SPECIFIC EXPERIENCE (20 Marks)**

The project considered in Specific Experience means a project involving design and construction supervision of educational/academic buildings with Project cost to be more than **Rs. 1500 M** completed in last Ten (10) Years with proof of completion certificate in support issued by relevant department. Projects which are not similar Projects or less than **Rs. 1500 Million** will not be considered for points in this category. The Maps/Pictures of Projects must be attached. Marks for 'Specific Experience' shall be awarded based on the following qualifications:

Sr.No	No of Projects	Maximum Marks
i)	2	100%
ii)	1	50%

**b) A-5 - PERSONNEL CAPABILITIES -(50 Marks)**

A nominated personnel detailed CV's duly signed by proposed candidates/ Firm's representative, Photocopy of degree, Photocopy of PEC card/NTC or equivalent need to be provided. 5% marks will be deducted from overall attained marks of the respective personal if the CV will not be signed. Unavailability of Photocopy of degree, Photocopy of PEC card/NTC or equivalent will result disqualification of personnel.

The following personnel will be evaluated:

- |  |              |
|--|--------------|
| 1. Team Leader (Sr. Civil Engr)                      | (15 Marks)   |
| 2. Sr. Structural Engineer                           | (15 Marks)   |
| 3. Civil Engineer (PHE/Water supply/Sewerage Expert) | (15 Marks)   |
| 4. Sr. Architect                                     | (10 Marks)   |
| 5. Electrical/Mechanical Engineer (Design)           | (5 +5 Marks) |
| 6. Resident Engineer                                 | (10 Marks)   |
| 7. Assistant Resident Engineer                       | (10 Marks)   |
| 8. Quantity Surveyor                                 | (5 Marks)    |
| 9. Site Inspector Civil                              | (5 Marks)    |
| 10. Site Inspector Electrical                        | (5 Marks)    |

**Sub Total (A) 100 Marks**

Personal Capabilities (1-5) are sub-divided into following categories.

EVALUATION OF NOMINATED PERSONAL (1-5)			
Sr. No.	Description	Maximum Weightage	
		%	Marks
<b>A.</b>	<b>ACADEMIC AND GENERAL QUALIFICATION</b>	25%	
	a) PhD,	100%	
	b) MS,	90%	
	c) B.Sc Engg./B.E./B.Sc/B.S./(Special Discipline)	80%	
<b>B.</b>	<b>PROFESSIONAL EXPERIENCE RELATED TO ASSIGNMENT</b>	50%	
	More than 18 year	100%	
	12 to 18 Year	85%	
	More than 8 & Less than 12 Years	50%	
<b>C.</b>	<b>Time with firm (10 years)</b>	25%	

Personal Capabilities (7-8) are sub-divided into following categories.

EVALUATION OF NOMINATED PERSONAL (6-7)			
Sr. No.	Description	Maximum Weightage	
		%	Marks
<b>A.</b>	<b>ACADEMIC AND GENERAL QUALIFICATION</b>	25%	
	a) MS/M Phil,	100%	
	b) B.Sc Engg./B.E./B.Sc/B.S./(Special Discipline)	80%	
<b>B.</b>	<b>PROFESSIONAL EXPERIENCE RELATED TO ASSIGNMENT</b>	50%	
	More than 18 year	100%	
	12 to 18 Year	85%	
	More than 8 & Less than 12 Years	50%	
<b>C.</b>	<b>Time with firm (10 years)</b>	25%	

Personal Capabilities (9-11) are sub-divided into following categories.

EVALUATION OF NOMINATED PERSONAL (8-10)			
Sr. No.	Description	Maximum Weightage	
		%	Marks
<b>A.</b>	<b>ACADEMIC AND GENERAL QUALIFICATION</b>	25%	
	a) B. Tech	100%	
	b) DAE	80%	
<b>B.</b>	<b>PROFESSIONAL EXPERIENCE RELATED TO ASSIGNMENT</b>	50%	
	More than 12 year	100%	
	10 to 12 Year	85%	
	More than 8 & Less than 10 Years	50%	
<b>C.</b>	<b>Time with firm (10-years)</b>	25%	

#### **A6 –Technical Approach and Methodology (15 Marks)**

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) based upon the following three sub-components. **Soft copy of Presentation must be submitted with technical proposal.**

**Evaluation committee will invite each Bidder for presentation if deemed necessary.**

**A-6**

Sr.No	Description	Score
1	Approach and Quality of Methodology	20
2	Implementation Model and Mechanism	20
3	Work plan & Manning Schedule	60
	<b>Total</b>	<b>100</b>

**A6.1**

Sr.No	Area of Evaluation	Weighted Score-20
	Approach and Quality of Methodology	
1	Innovative and practical	20
2	Feasible and promising	16
3	Moderate but considerable	12
4	Traditional	8
5	Weak	4

**A6.2**

Sr.No	Implementation Model and Mechanism	Weighted Score-20
1	Feasible and Inclusive	20
2	Practical	16
3	Considerate	12
4	Traditional	8
5	Weak	4

**A6.3**

Sr.No	Work and Resource Plan	Weighted Score-60
1	Quality and Cost effective	60
2	Quality and output based	50
3	Traditional	40
4	Moderate	30
5	Weak	20

**DOCUMENTS TO BE PROVIDED**

Undertaking on a stamp paper (Original or Photocopy) that the firm is not black listed by any government/semi government organization presently. However, the consultant shall provide the original copy of undertaking at the time of agreement.

### SECTION-3 TECHNICAL PROPOSAL - STANDARD FORMS

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

REQUIRED FOR FTP OR STP ✓		FORM	DESCRIPTION	Page Limit
FTP	STP			
✓	✓	TECH-1	Technical Proposal Submission Form	
		TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.(Not applicable)	
		Power of Attorney	No pre-set format: a power of attorney for the representative of the authorized member to represent the firm	
✓		TECH-2	Consultant's Organization and Experience	
✓		TECH-2A	A. Consultant's Organization	
✓		TECH-2B	B. Consultant's Experience	
✓		TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the LCWU	
✓		TECH-3A	A. On the Terms of Reference	
✓		TECH-3B	B. On the Counterpart Staff and Facilities	
✓	✓	TECH-4	Description of the Approach, Methodology and Work Plan for Performing the Assignment	
✓	✓	TECH-5	Team Composition and Task Assignments	
✓	✓	TECH-6	Curriculum Vitae (CV) for Proposed Professional Staff	
✓	✓	TECH-7	Staffing Schedule	
✓	✓	TECH-8	Work Schedule	

## FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[February-2024]

To:

[Chief-Engineer/Project Director-LCWU]

Engineering-Cell, Lahore College for Women University

Address: Jail Road Lahore.

☎Tel: +92 (0) 42 99203803-289/215 (switchboard) ,|☎Tel +92 4299203092 |

✉ e-mail: [pdlcwu2022@gmail.com](mailto:pdlcwu2022@gmail.com) ,|🌐url: [www.lcwu.edu.pk](http://www.lcwu.edu.pk)

Dear Sir,

We, the undersigned, offer to provide the consulting services for ARCHITECTURAL, ENGINEERING DESIGN AND RESIDENT SUPERVISION FOR CONSTRUCTION OF PROJECT TITLED "ESTABLISHMENT OF NEW CAMPUS OF LAHORE COLLEGE FOR WOMEN UNIVERSITY, LAHORE AT KALA SHAH KAKU (PHASE-I) in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]<sup>1</sup>

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.4 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Agreement negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 2.6 of the Data Sheet.

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: \_\_\_\_\_  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_



**FORM TECH-2**  
**CONSULTANT'S ORGANIZATION AND EXPERIENCE**

**A - Consultant's Organization**

*[Provide here a brief (two pages) description of the background and organization of your firm/entity (including organogram) and each associate for this assignment.]*

1. Firm Background:
2. Chief Executive Officer
3. Board of Directors / Partners.
4. Departmental Structure of the Firm.
5. Organogram

**A-I,**

Whether your firm is ISO Certified? If so provide a copy of ISO Certification.

**B - Consultant's Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this Assignment. Use maximum 20 pages. Please provide Client's certification and/or evidence of the contract agreement.]

Assignment name:	Cost of the Project
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months (by your firm) on the assignment:
Start date (month/year): Completion date (month/year):	1. Total value of the consultancy agreement 2. Value of consultancy services provided by your firm under the
Name of associated Consultants, if any:	No. of professional staff-months provided by associated Consultants:
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):	
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	
1. Firms Name: .....	
2. Certificate by the Client / Employer that the work was successfully completed by the consultant.	

**FORM TECH-3**  
**COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND**  
**ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE**  
**CLIENT**

**A - On the Terms of Reference**

*[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point and incorporated in your Proposal.]*

**B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]*

**FORM TECH-4****DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

*[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

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

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

**FORM TECH-5  
TEAM COMPOSITION AND TASK ASSIGNMENTS**

<b>Professional Staff</b>					
<b>Name of Staff</b>	<b>CNIC No..</b>	<b>Firm</b>	<b>Area of Expertise</b>	<b>Position assigned</b>	<b>Task Assigned</b>

## FORM TECH-6

### CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position** [only one candidate shall be nominated for each position]: \_\_\_\_\_
2. **Name of Firm** [Insert name of firm proposing the staff]: \_\_\_\_\_  
\_\_\_\_\_
3. **Name of Staff** [Insert full name]: \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_
5. **CNIC No** (if Pakistani): \_\_\_\_\_ **or Passport No:** \_\_\_\_\_
6. **Education:**

<i>Degree</i>	<i>Major / Minor</i>	<i>Institution</i>	<i>Date (MM/YYYY)</i>

7. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
8. **Other Training** [Indicate significant training since degrees under 6 – Education were obtained]: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: \_\_\_\_\_  
\_\_\_\_\_
10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:  
\_\_\_\_\_

<b>Employer</b>	<b>Position</b>	<b>Form (MM/YYYY)</b>	<b>To (MM/YYYY)</b>

#### 11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

#### 12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignment in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

- 1) **Name of assignment or project & Location:** \_\_\_\_\_ **Cost of Project** \_\_\_\_\_  
**Date of Start:** \_\_\_\_\_ **Date of completion:** \_\_\_\_\_  
**Actual time spent on the project:** \_\_\_\_\_ **In months. Client:** \_\_\_\_\_  
**Main project features:** \_\_\_\_\_

Positions held: _____ Activities performed: _____
2) Name of assignment or project & Location: _____ Cost of Project _____ Date of Start: _____ Date of completion: _____ Actual time spent on the project: _____ In months. Client: _____ Main project features: _____
Positions held: _____ Activities performed: _____
3) Name of assignment or project & Location: _____ Cost of Project _____ Date of Start: _____ Date of completion: _____ Actual time spent on the project: _____ In months. Client: _____ Main project features: _____
Positions held: _____ Activities performed: _____
4) Name of assignment or project & Location: _____ Cost of Project _____ Date of Start: _____ Date of completion: _____ Actual time spent on the project: _____ In months. Client: _____ Main project features: _____
Positions held: _____ Activities performed: _____
5) Name of assignment or project & Location: _____ Cost of Project _____ Date of Start: _____ Date of completion: _____ Actual time spent on the project: _____ In months. Client: _____ Main project features: _____
Positions held: _____ Activities performed: _____

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

\_\_\_\_\_ Date: \_\_\_\_\_  
[signature of staff member or authorized representative of the staff] Day / Month / Year

Full name of authorized representative: \_\_\_\_\_



**FORM TECH-7  
STAFFING SCHEDULE <sup>1</sup>**

Full time input Part time input



Year: __																	
N°	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month input			
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Home	Field <sup>3</sup>	Total	
<b>Local</b>																	
1		[Fiel															
2																	
n																	
												<b>Subtotal</b>					
												<b>Total</b>					

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment.  
Field work means work carried out at a place other than the Consultant's home office.
3. Field work means work carried out at a place other than the Consultant's home office.

**FORM TECH-8  
WORK SCHEDULE**

Year: 2023													
N°	Activity <sup>1</sup>	Month <sup>2</sup>											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1													
2													
3													
4													
5													
n													

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as LCWU approvals.  
For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

## **SECTION-4**

### **FINANCIAL PROPOSAL - STANDARD FORMS**

*[Comments in brackets [ ] provide guidance to the short-listed Consultants for the preparation of their 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 under para. 2.4 of Section 2. Such Forms are to be used whichever is the selection method indicated in the Data-sheet.

FIN-1	Financial Proposal Submission Form
FIN-2	Summary of Costs
FIN-3	Breakdown of Costs by activity
FIN-4	Breakdown of Remuneration
FIN-5	Reimbursable expenses
Appendix:	Financial Negotiations - Breakdown of Remuneration Rates

**FORM FIN-1**  
**FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:

[Chief-Engineer/Project Director-LCWU]

Engineering-Cell, Lahore College for Women University

Address: Jail Road Lahore.

☎Tel: +92 (0) 42 99203803-289/215 (switchboard) ,|☎Tel +92 4299203092 |  
✉ e-mail:[pdlcwu2022@gmail.com](mailto:pdlcwu2022@gmail.com) ,|🌐url: [www.lcwu.edu.pk](http://www.lcwu.edu.pk)

Dear Sir,

We, the undersigned, offer to provide the consulting services for [ARCHITECTURAL, ENGINEERING DESIGN AND RESIDENT SUPERVISION FOR CONSTRUCTION OF PROJECT TITLED "ESTABLISHMENT OF NEW CAMPUS OF LAHORE COLLEGE FOR WOMEN UNIVERSITY, LAHORE AT KALA SHAH KAKU (PHASE-I)] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures<sup>1</sup>]. This amount is inclusive of the taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Agreement negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.4 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Agreement 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: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

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

\_\_\_\_\_

**FORM FIN-2**  
**SUMMARY OF COSTS**

<b>Item</b>	<b>Costs</b>
	Pak Rupees
Total Costs of Financial Proposal <sup>1</sup>	

1 Indicate the total costs, net of local taxes, to be paid by the LCWU in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

**FORM FIN-3**  
**BREAKDOWN OF COSTS BY ACTIVITY**

<b>Group of Activities (Phase):</b> <sup>2</sup>	<b>Description:</b> <sup>3</sup>
Cost component	<b>Costs</b>
	Pak Rupees
<b>(A)</b>	
Remuneration	
Punjab Sales Tax @ 16%	
<b>Sub Total (A)</b>	
<b>(B)</b>	
Reimbursable Expenses	
<b>Sub Total (B)</b>	
<b>Total (A+B)</b>	

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

**Form FIN-4****BREAKDOWN OF REMUNERATION**

(This Form FIN-4 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	Pak Rupees
Total Costs				

1. Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
2. Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
3. Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
4. Indicate separately staff-month rate and currency field work.
5. Indicate, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
6. For each staff indicate the remuneration in the column of the relevant currency for field work. Remuneration = Staff-month Rate x Input.

## FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSE 1

(This Form FIN-5 shall only be used when the Time-Based Form of Agreement has been included in the RFP)

Group of Activities (Phase): _____						
N <sup>o</sup>	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity		Pak Rupees
	Miscellaneous travel expenses	Trip				
	Communication costs between [ <i>Insert place</i> ] and [ <i>Insert place</i> ]					
	Drafting, reproduction of reports					
	Equipment, instruments, materials, supplies, etc.					
	Use of computers, software					
	Local transportation costs					
	Office rent, clerical assistance					
Total Costs						

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.



## **SECTION-5 TERMS OF REFERENCE (TOR)**

### ARCHITECTURAL, ENGINEERING DESIGN AND RESIDENT SUPERVISION FOR CONSTRUCTION OF PROJECT TITLED "ESTABLISHMENT OF NEW CAMPUS OF LAHORE COLLEGE FOR WOMEN UNIVERSITY, LAHORE AT KALA SHAH KAKU (PHASE-I)

#### **BRIEF BACKGROUND & INTRODUCTION OF THE PROJECT**

##### **1. Introduction**

The Lahore College for Women University (LCWU) was established in 2002 by upgrading the Lahore College for Women to the status of University. The project LCWU, KSK Campus is being executed at Kala Shah Kaku location. The project is sponsored by Higher Education Commission (HEC) Islamabad and will provide extension of this prestigious institution. It is of great importance as KSK is directly related to the development of women education in smaller towns of the country.

A construction project for the University Campus is included in Public Sector Development Program (PSDP) of Higher Education Commission for Year 2023-24. A site of 100-Acre / 800 Kanals has already been provided for the new campus.

New Campus at KSK will facilitate female gender of KSK and surrounding areas to acquire international level higher education, which was otherwise not possible due to culturally, socially and domestic environment, thereby enhancing job opportunities and improved life standards.

This Request for Proposal-RFP for evaluation of quality of consulting services is to be issued to all Pre-Qualified Bidders as per Rule No.50 of PPRA 2014/2021.

##### **2. Objective**

The LCWU Lahore intends to engage Consultant for master planning, detailed Architectural / Engineering design / drawings, estimates, BOQs, tender documents and resident supervision for civil works components of the HEC funded project. Scope of work of Consultant broadly includes planning, detail design both architectural and structural and Resident construction supervision of University campus. The Consultant shall provide the services and carry out their obligations hereunder with all due diligence, efficiency and economy in accordance with generally accepted professional standards and practices and shall observe sound management practices. To support the infrastructure and structural engineering projects through providing services of design, third party analysis, appraisal, examination and vetting of project concept.

A consultant is a recognized authority or specialist in a specific field, engaged by the Organization in an advisory or consultative capacity. The functions of a consultant are results-oriented and normally involve analyzing problems, preparing documents, or writing reports on matters within their area of expertise.

##### ***Overall Scope:***

*Stage-I Planning & Designing*

*Stage-II Procurement*

*Stage-III Execution*

*Disclaimer: LCWU (The Employer) reserves the rights to increase/decrease the Scope of Work under execution.*

- A Detailed Contouring & Topographic Survey & Master Planning
- To Recommend All Site Investigation Surveys, Lab/Site Tests & Prepare Detailed Feasibility Reports, Recommendations accordingly With All Respects.
- Engineering / Architectural & Structural Design of Separate Buildings with Purpose Built Properties (Facilities) including Elec, Plumbing, HVAC design. (Approx. covered area is 161,000 SFT, Total land is 100 ACRE)
- Design of a Complete Water System, Sewerage/Drainage/Disposal)
- Design of Building External Development, Boundary Wall with Gate Security Area
- Landscaping & Horticulture on building infrastructure & other works mentioned & approved in PC-1
- Preparing Detail Tender/Bidding Documents & Evaluation Report, R.As, Pre-qualification of Contractors i/c Tender Drawings, BOQs, Estimates as per PPRA Rules.
- Resident Supervision as Per Construction Activity Requirement.

LCWU reserves the right to increase or decrease the scope of work;  
Any other related task assigned by the procuring (LCWU) agency.

- **Scope to deliver for LCWU-KSK Campus- Phase-I/Part-I (Planning, Designing & Procurement)**

- a. Academic Blocks comprising of;
  - i. Institute of Environment & Climate Change
  - ii. College of Law
  - iii. College of Nursing
- b. Administration Block
- c. Student Service Center
- d. Student Hostels (120 Students)
- e. External Development for buildings / infrastructure to be constructed.

**Note:** The Consultant will ensure an experienced team to work on the Project. The services of consultants will be required in the field of architectural, engineering design and resident supervision for Construction. Selection of Consultant shall be according to Quality and Cost Based Selection (QCBS) under PPRA Rules 2014/2021 and Instructions / policies issued from time to time applicable.

**1. Master Planning**

**2. Topographic & Geotechnical Survey, Detailed Architectural / Engineering Design**

The task will involve topographic and geotechnical survey (including soil investigation) and master planning, detailed designs in (Phase-I) and (Phase-II) resident supervision of the project. The Consultant will be responsible for detailed design, pre-qualification of contractors, assistance in selection of contractor and resident supervision for construction of works as per mutual agreement /contract and TORs issued. The general scope of work required from the Consultant will include but not be limited to:-

1. Geotechnical survey, including topography, subsoil investigation, and Master plan (Layout of buildings, services, horticulture) etc. 5 Borehole 50' deep.
2. Finalize the conceptual design for building works, detailed engineering design, construction drawings, bill of quantities, technical specifications and tender documents for all aspects of each contract package in coordination with Project Director of the University.
3. Undertake assistance in the tendering of each package, including prequalification of contractors, investigations to bid, pre-bid meeting, bid evaluation and recommendation / guidance for award of contract to the Project Director.
4. Resident supervision (Phase-II) of civil works construction through its field deployed supervisory staff to undertake all tasks as defined under their agreement;
5. Prepare working drawings during the construction period to facilitate timely completion of the civil works.
6. Preparation of Project Inception Report.
7. Under (Phase-II) monitoring the progress of works and submission to University Visit Reports and Monthly Progress Reports.

**Projects Works Proposed:**

Sr.No.	Name of Work/Building	Covered Area (SFT)	Cost in Million	Remarks
	Academic Blocks Institute of Environment &Climate Change(G+2) College of Law (G+2) College of Nursing (G+2)	52,583  26,271 45,158	216.377  108.105 185.823	To be planned for (G+3) for future expansion
	Administration Block(G+2)	7,857	32.332	To be planned for (G+3) for future expansion
	Student Service Center(G+1)	7,695	31.665	To be planned for (G+2) for future expansion
	Student Hostel for 120Students (G+2)	22,208	91.384	To be planned for (G+4) for future expansion
	External Development Infrastructure for buildingsto be constructed; including Roads, Water supply (Tube Well including O/H water reservoir) and Drainage and Sewerage System, Parking Areas, Electricity Distribution System and itsallied Systems etc.		265.687	
	<b>Total</b>			

**a. Contract Packages of the Civil Works.** The works as stated above are expected to be implemented under a number of contract Packages or as one project. Detailed designing and estimation of works involved in each Package will be required to be done by the Consultant before tendering for each Package.

**b. Scope & Responsibilities of Consultant Services****i. General**

- 1) The principal purpose of acquiring the consultancy services is to ensure that the project is designed and constructed with a high standard of workmanship .and high quality of materials within the scheduled contract times and in conformity with the approved drawings and specifications, acceptable environmental standards and in accordance with the University's requirements and scope of work.
- 2) The Consultant shall provide the consultancy services under the guidance of Project Director LCWU. They shall be required to produce designs for all type of structures and buildings as per latest technical standards and specifications (remaining within the scope, rules procedures and policies issued from time to time) following an architecture with design theme of existing Main LCWU Campus. The Consultant will also be responsible for (Phase-II) Resident Supervision of civil works through its deployed resident staff to ensure that the specification of materials and execution of works is as per design. The Consultant will exercise care and diligence, accuracy and completeness, economy arid professional skill

**ii. Detailed duties of Consultant are as under:**

- 1) Under these items of work, the Consultant will be required to perform thefollowing functions:
  - a. Prepare architectural 3-D views of all main buildings.
  - b. Prepare detailed design and tender drawings for civil works.
  - c. Prepare detailed cost estimates based on prevailing / latest Market Rates System (MRS) for Scheduled items and duly supported with rate analysis for items not available on the website (non-MRS items)
  - d. Prepare Tender Documents including: -

**1. Conditions of Contracts**

- a. Invitation of Bids
- b. Instructions to Bidders.
- c. Pre-qualification Criteria.
- d. Evaluation Procedure.
- e. General Conditions of Contract
- f. Conditions of Particular Application
- g. Special Provisions

**iii. Drawings****iv. B.O.Q's****v. Technical Specifications for Materials & Workmanship**

**Note: Deliverables of this item of work will be as under:-**

- a. Architectural drawings and detailed Plans.
- b. Detailed tender drawings
- c. Detailed cost estimates (Engineer's Estimate)
- d. Complete set of Tender Documents

**2. Tender Invitation & Award of Contract.** Under this item of work the Consultant will be required to perform the followings functions-

- a. Assist PD-Office LCWU in pre-qualification of suitable contracting firms including preparation of Pre-Qualification (PQ) Documents.
- b. Assists the PD-Office in issuing of tenders to invites bids on the basis of local competitive bidding (LCB) and Pre-bid meeting with potential bidders.
- c. Assists and advise the University in bid evaluation and prepare recommendations for award of contract to the bidder most advantageous to the University.

**Note: Deliverables of this item of work will be as under:-**

- a. Pre-qualification Documents and assist the University in evaluation of offers for pre-qualification.
- b. Participate in the Pre-bid meetings and preparation of Addendums to the Tender Documents, as necessary.
- c. Bid Evaluation Reports with recommendations.

**3. Detailed Design:** The Consultant will be required to prepare and submit detailed design and construction drawings for all components of works of the project Such construction drawings /documents may inter alia comprise:-

- Architectural
- Structural
- Electrical
- Telecommunication
- Public Health (Water supply, Sui gas, Sewerage and Drainage etc.)
- BOQs, Cost estimates, Specifications
- Tender Drawings
- BOQs, Detailed Cost Estimates and Book of Specifications
- Prepare any amended I modified designs and drawings as may be
- necessary during execution of works at the site.

## DETAILED DESIGN AND CONSTRUCTION DRAWINGS REQUIREMENTS

Under his item of work the consultants will be required to prepare and submit supplementary detailed design and construction drawings which may be required for the execution/construction of the project. Such construction drawings/documents may inter-alia comprise:

- i. Detailed architectural design and drawings
- ii. Structural design and drawings including design calculations, bar bending schedule for all structural members as approved by the LCWU
- iii. Electrical, telecommunication drawings
- iv. Public health drawings including emergency exits and access plans for disable persons.

Deliverables of this item of work include, Complete sets of all above items as per construction requirements.

### 4. STAFFING REQUIREMENTS FOR DESIGN ACTIVITY:

Sr.No.	Description	No.	Qualification/Experience
1	Project Manager-Team Lead	1	M.Sc/B.Sc Civil Engineering with 10 year experience ,
2	Architect/Town-Planner	2	B. Architect/BSc. Architectural Engineering with 10 years experience. MSc Town-Planner with 10 year's experience
3	Structural Engineer	1	MSc. Structure Engineering with 10 years' experience
4	Public Health Engineer-(Services-Engineer)	1	B.Sc Civil Engineering with 10 year experience
5	Electrical Engineer	1	B.Sc Civil Engineering with 10 year experience
6	Quantity Surveyor	1	B.Sc Civil Engineering with 10 year experience
7	Materials Engineer	1	B.Sc Civil Engineering with 10 year experience

### EXPECTED OUT PUT AND BENEFITS

The consultant's work is expected to result in elegant, efficient, safe, culturally/environmentally responsive and economical design for all item(s) of each work keeping in view the latest building codes/standards as per requirement of the Lahore College for Women University-LCWU.

### MODE OF PAYMENT TO CONSULTANT

Payment of services provided by the consultant under the contract shall be made for design within fifteen (15) days of receipt of the invoice subject to the acceptance and approval of deliverables by the LCWU.

#### *Tentative lump sum payment schedule will be as under:-*

- |  |                   |
|--|-------------------|
| ▪ On submission of Inception Report  | 10% of Design-Fee |
| ▪ On submission of Survey and Geotechnical Report  | 05% of Design-Fee |
| ▪ On submission and approval of conceptual plan.   | 15% of Design-Fee |
| ▪ On submission of Tender Drawings, BOQs,  | 40% of Design-Fee |
| ▪ Cost estimates and Specifications and<br>Submission of Detailed Construction Drawings including one review | 30% of Design-Fee |

### LIABILITY

If the employer suffers any losses or damages as a result of proven faults, errors or omissions in the design of the project, the consultant shall make good such losses or damages, subject to the condition that the maximum liability as aforesaid shall not exceed twice the total remuneration of the consultant for the design

phase in accordance with the terms of the agreement between the consultant and LCWU.

### **TIME SCHEDULE (24-Weeks-OR 6-Months)**

The time schedule for the submission of the documents from the date of award of assignment/contract is as under:-

i. Submission of Inception Report	<b>2<sup>nd</sup> week</b>
ii. Submission of Survey and Geotechnical Report	<b>3<sup>rd</sup> week</b>
iii. Submission of Conceptual Design and	<b>5<sup>th</sup> week</b>
iv. Submission of Tender Drawings, BOQs, Cost Estimates	<b>8<sup>th</sup> week</b>
v. Submission of Construction Drawings	<b>20<sup>th</sup> week</b>
vi. Review of Documents (if required)	<b>24<sup>th</sup> week</b>

### **PENALTY**

Any delay in services to be provided by the consultant will result in the following penalties.

Delay of 7 to 14 days	1% of Design Fee
Delay of 15 to 29 days	2% of Design Fee
Delay of 30 to 45 days	3% of Design Fee
Delay of 45 to 60 days	5% of Design Fee
Delay of more than 60 days	contract cancellation

### **TENDERING PROCESS**

a. To assist the LCWU in pre-qualification of Contractors/ evaluation of bids as per PEC/PPRA Rules provisions.

- *Scope to deliver for LCWU-KSK Campus- Part-II ( Work Execution)*

### **C. SUPERVISION STAGE**

The Construction supervision phase will initiate after the issuance of authorized letter from LCWU. The consultant would also perform the following

#### **1. Resident Supervision**

- i. The consultant will be responsible for resident supervision of the work through qualified graduate engineers and other supervisory staff having sufficient relevant experience who will perform his duties with due diligence.
- ii. The consultant will ensure, throughout the construction phase, the contractor works in strict compliance with technical design & drawings, contract specifications, contract agreement, contractor's quality management plan and safety provisions.
- iii. The consultant will maintain fully equipped temporary site office.
- iv. The consultant will maintain a record of daily inspection, progress reports and material testing reports and same will be handed over to LCWU on fortnightly basis or when LCWU demands.
- v. The consultant will supervise contractor's job/ work related to all matters regarding safety of public, properties & staff working at site to advice LCWU about any problem arising in execution of work.
- vi. The consultant shall prepare all variation orders and assist LCWU in the negotiation necessary for the execution changes. Revision shall only be encouraged where it improves the project performance.
- vii. The consultant will assist LCWU for interpretation of Contract Documents with respect to disputes with contractor or other affected parties.
- viii. The consultant will evaluate contractor claims, disputes and time extensions and will make recommendation to LCWU for action to be taken.
- ix. The consultant will furnish detailed final inspection report, a month before the expiry of maintenance period, pointing out the defects and remedies to remove defects.

- x. The consultant will certify that the construction material brought at site by contractor is in accordance with specification and got tested as per standard practices defined in specifications.
- xi. The consultant will schematically check progress of work in accordance with approved schedule and would furnish a progress report showing the lag behind and steps, to be taken, to match the pace of work as per approved schedule. Progress reports will be furnished on weekly and monthly basis.
- xii. The consultant will certify that the contractor's bills/ payments. Clearly indicating the quality of work executed at site is in accordance to the specifications, design drawings, technically sanctioned estimate and contract agreement. The consultant will also certify the quality of work executed at site within 48 hours and make recommendations regarding payments to the contractor along with test Reports.
- xiii. The consultant will carry out detailed final inspection for the work and will recommend LCWU for issuance of completion certificate stating that the work has been completed as per design, drawings, contract specifications and contract agreement.

**D. COMPLETION OF PROJECT**

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

**E. PAYMENT OF RESIDENT SUPERVISION (CONSTRUCTION PHASE)**

The payment to the consultants during execution phase (Phase-II) shall be according to approved man-months by the client (LCWU) during award of contract. In case of variation observed either in addition or deletion in man-months due to site condition, it would be client (LCWU) sole discretion to approve or extend or otherwise consultancy services period considering factual ground conditions of the project.

**SECTION-6  
CONTRACT AGREEMENT (ANNEXED)**



**CONTRACT FOR CONSULTANT'S SERVICES**

**Lump-Sum**

**Project Name** ARCHITECTURAL, ENGINEERING DESIGN AND RESIDENT SUPERVISION FOR CONSTRUCTION OF PROJECT TITLED "ESTABLISHMENT OF NEW CAMPUS OF LAHORE COLLEGE FOR WOMEN UNIVERSITY, LAHORE AT KALA SHAH KAKU (PHASE-I)

[ ADP] No. \_\_\_\_\_

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

**between**

\_\_\_\_\_  
*Lahore College for Women University-LCWU]*

**and**

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

Dated: \_\_\_\_\_ **2024**

**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 LCWU 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 LCWU 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 LCWU: 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 LCWU: 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 LCWU 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 LCWU 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 [LCWU]

\_\_\_\_\_  
*[Authorized Representative of the LCWU – 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, 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 LCWU for the performance of the Contract. (N.A)
- (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 LCWU or the Consultant, as the case may be, and **“Parties”** means both of them.
- (r) **LCWU”** means:- The government office/ entity procuring the Services.
- (s) **LCWU’s Personnel”** refers to the staff, labor and other employees (if any) of the LCWU engaged in fulfilling the LCWU’s obligations under the Contract; and any other personnel identified as LCWU’s Personnel, by a notice from the LCWU 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 LCWU, the Consultant or a Sub-Consultant.

## 2. Relationship between the Parties

2.1. The Consultant shall be responsible to the LCWU 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 LCWU 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 LCWU, 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 LCWU's country or elsewhere, as the LCWU 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 LCWU under this Contract, including without limitation the receiving of instructions and payments from the LCWU.
- 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 LCWU 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 LCWU 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 LCWU.
- 10.3 Any communications between the Bidder and the LCWU 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 LCWU 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 LCWU 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 LCWU 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 LCWU'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.
- 16.2. In cases of any modifications or variations, the prior written consent of the LCWU is required.
- 17. Force Majeure**
- 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 LCWU, 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 LCWU, 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 LCWU 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 LCWU**

19.1.1. The LCWU 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 LCWU 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 LCWU, 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 LCWU has engaged in Fraud and Corruption, as defined in the GCC, in competing for or in executing the Contract, then the LCWU 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 LCWU, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the LCWU 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 LCWU fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 46.1.
- (d) If the LCWU 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 LCWU 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**

19.1.5. Upon termination of this Contract by notice of either

- Services** 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 LCWU, 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 LCWU 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 LCWU, and shall at all times support and safeguard the LCWU'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 LCWU.
- 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 LCWU'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** 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

- Commissions, Discounts, etc.** 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 LCWU 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 LCWU.
- 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 LCWU, 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 LCWU, 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 LCWU, insurance against the risks, and for the coverage specified in the **SCC**, and (ii) at the LCWU's request, shall provide evidence to the LCWU 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 LCWU 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 LCWU. 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 LCWU's inspection and audit rights constitute a prohibited practice subject to Contract termination.

**26. Reporting  
Obligations**

26.1 The Consultant shall submit to the LCWU 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  
LCWU 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 LCWU in the course of the Services shall be confidential and become and remain the absolute property of the LCWU. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the LCWU, 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 LCWU.

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 LCWU's prior written approval to such agreements, and the LCWU 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 LCWU, or purchased by the Consultant wholly or partly with funds provided by the LCWU, shall be the property of the LCWU and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the LCWU an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the LCWU's instructions. While in possession of such equipment, vehicles and

materials, the Consultant, unless otherwise instructed by the LCWU in writing, shall insure them at the expense of the LCWU in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the LCWU's premises 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 LCWU 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 LCWU, and at the same rate of remuneration.

**32. Removal of Experts or Sub-Contractors** 32.1 If the LCWU 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 LCWU determines that a Consultant's Expert or Sub-Consultant has engaged in Fraud and Corruption while performing the Services, the Consultant shall, at the LCWU's written request, provide a replacement.

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

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

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

#### **E. OBLIGATIONS OF THE LCWU**

**33. Assistance and Exemptions** 33.1 Unless otherwise specified in the **SCC**, the LCWU 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 LCWU'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 LCWU's country according to the applicable law in the LCWU'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 LCWU's country, of bringing into the LCWU'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 LCWU 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 LCWU 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 LCWU** 36.1 The LCWU 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 LCWU shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the LCWU 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 LCWU 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 LCWU 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 (currencies) 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**.
- 42.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the LCWU 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 LCWU shall have approved in writing. The advance payments will be set off by the LCWU in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.
- 42.2.2 The Lump-Sum Installment Payments. The LCWU shall pay the Consultant within thirty (30) days after the satisfactory receipt by the LCWU of the deliverable(s) and the cover invoice for the

related lump-sum installment payment. The payment can be withheld if the LCWU does not approve the submitted deliverable(s) as satisfactory in which case the LCWU 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.

42.2.3 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 LCWU, 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 LCWU. The last lump-sum installment shall be deemed approved for payment by the LCWU within thirty (30) calendar days after receipt of the final report by the LCWU unless the LCWU, 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.

42.2.4 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 LCWU 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. (Not applicable)**

**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 LCWU; 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 LCWU 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 LCWU 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 LCWU may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement

process of the LCWU, 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 LCWU, may within prescribed period prefer a representation before the Managing Director.
- (4) A LCWU 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 LCWU may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the LCWU, 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 LCWU debars a bidder or Contractor under sub-rule (1), the LCWU:

- (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 LCWU 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 LCWU 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 LCWU, 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 LCWU 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 LCWU proposes to debar the bidder or Contractor from participating in any public procurement of the LCWU; and
  - (c) the statement, if needed, about the intention of the LCWU 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 LCWU 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 LCWU may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the LCWU 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 LCWU may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.
6. The LCWU shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the LCWU for personal hearing.
7. The LCWU shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.
8. The LCWU 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 LCWU 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 LCWU 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 LCWU wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the LCWU 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 LCWU 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 LCWU 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 LCWU 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 laws of the province of Punjab.</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:</b> _____ <i>[insert the language].</i></p>
6.1 and 6.2	<p><b>The addresses are:</b></p> <p>LCWU : _____          _____</p> <p>Attention : _____</p> <p>E-mail (where permitted): _____</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>  <i>OR</i>  <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> _____          _____ <i>[insert name of the member]</i></p>
9.1	<p><b>The Authorized Representatives are:</b></p> <p><b>For the LCWU:</b>        <i>[name, title]</i> _____</p> <p><b>For the Consultant:</b>    <i>[name, title]</i> _____</p>
11.1	<p><i>[Note: If there are no effectiveness conditions, state "N/A"]</i></p> <p><i>OR</i></p> <p><i>List here any conditions of effectiveness of the Contract]</i></p> <p><b>The effectiveness conditions are the following:</b> <i>[insert "N/A" or list the conditions]</i></p>
12.1	<p><b>Termination of Contract for Failure to Become Effective:</b></p>



	<p><b>The time period shall be _____ [insert time period, e.g.: four months].</b></p>
<p><b>13.1</b></p>	<p><b>Commencement of Services:</b></p> <p><b>The number of days shall be _____ [e.g.: ten].</b></p> <p>Confirmation of Key Experts' availability to start the Assignment shall be submitted to the LCWU in writing as a written statement signed by each Key Expert.</p>
<p><b>14.1</b></p>	<p><b>Expiration of Contract:</b></p> <p><b>The time period shall be 6-Months for engineering-design and 12-months for resident-supervision.</b></p>
<p><b>21 b.</b></p>	<p><b>The LCWU 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 _____ No _____</p>

<p><b>23.1</b></p>	<p><b>No additional provisions.</b></p> <p><i>[Notes to the LCWU and the Consultant: Any suggestions made by the Consultant in the Proposal to introduce exclusions/limitations of the Consultant’s liability under the Contract should be carefully scrutinized by the LCWU.]</i></p>
<p><b>24.1</b></p>	<p><b>The insurance coverage against the risks shall be as follows:</b></p> <p><i>[Delete what is not applicable except (a)].</i></p> <p><b>(a) Professional liability insurance, with a minimum coverage of _____</b>  <i>[insert amount and currency which shall not be less than remunerations nor it shall be more than twice the remunerations as per Rule 54(2) of PPR-14];</i></p> <p><b>(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency or state “in accordance with the applicable law in the LCWU’s country”];</b></p> <p><b>(c) LCWU’s liability and workers’ compensation insurance in respect of the experts and Sub-Contractors in accordance with the relevant provisions of the applicable law in the LCWU’s country, as well as, with respect to such Experts, any such life, health, accident, travel or other insurance as may be appropriate; and</b></p> <p><b>(d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</b></p>
<p><b>27.1</b></p>	<p><i>[If applicable, insert any exceptions to proprietary rights provision _____]</i></p>
<p><b>27.2</b></p>	<p><i>[If there is to be no restriction on the future use of these documents by either Party, this Clause SCC 27.2 should be deleted. If the Parties wish to restrict such use, which is normally the case, the following could be used:]</i></p> <p><b>The Consultant shall not use these [insert what applies.....documents and software.....] for purposes unrelated to this Contract without the prior written approval of the LCWU.</b></p>
<p><b>29. Code of Conduct</b></p>	<p>The Consultant is “required” / “not required” <i>[select option as applicable]</i> to have a Code of Conduct for Experts as per the policy of the concerned LCWU.</p> <p><b><i>[Note to LCWU: Consultants are required to have a Code of Conduct for experts for supervision of infrastructure Contract (such as Plant or Works) and for other consulting services where the social risks are substantial or high. Additional provisions may be added by the LCWU w.r.t. specific respective requirements.]</i></b></p>
<p><b>33.1 (a) through</b></p>	<p><i>[List here any changes or additions to Clause GCC 33.1. If there are no such changes or additions, delete this Clause SCC 33.1.]</i></p>

(e)	
33.1(f)	<i>[List here any other assistance to be provided by the LCWU. If there is no such other assistance, delete this Clause SCC 33.1(f).]</i>
39.1	<p><b>The Contract price is:</b> _____ <i>[insert amount and currency for each currency as applicable] [indicate: <b>inclusive or exclusive</b>] of local direct and indirect taxes.</i>  <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 LCWU 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>
40.1 and 40.2	<p><b>The LCWU 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: “<b>the Consultant, the Sub-Contractors and the Experts shall be exempt from</b> ”</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 LCWU 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>
42.2	<p><b>The payment schedule:</b></p> <p><i>[Payment of installments shall be linked to the deliverables specified in the Terms of Reference in Appendix A]</i></p> <p><b>1<sup>st</sup> payment:</b> <i>[insert the name of the deliverable, date due, amount of the installment as percentage of the total Contract price, the currency, mode of verification of the satisfactory completion of the deliverable and any other important aspect, eg: Inception Report, 15<sup>th</sup> March, 5% of the Contract amount, Pak rupees, Consultant Selection Committee under the Secretary Agriculture will approve on the verification of DG Agriculture Extension etc. If the first payment is an advance payment, it shall be made against the bank guarantee for the same amount as per GCC 42.2.1]</i></p> <p><b>2<sup>nd</sup> payment:</b> _____  .....: _____</p> <p><b>Final payment:</b> _____</p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC 39.1.]</i></p>
42.2.1	<i>[The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below.]</i>

	<p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <p>(1) An advance payment [of <i>[insert amount]</i> in foreign currency] [and of <i>[insert amount]</i> in local currency] shall be made within <i>[insert number]</i> days after the receipt of an advance bank payment guarantee by the LCWU. The advance payment will be set off by the LCWU in equal portions against <i>[list the payments against which the advance is offset]</i>.</p> <p>(2) The advance bank payment guarantee shall be in the amount and in the currency (ies) of the advance payment.</p> <p>(3) The bank guarantee will be released when the advance payment has been fully set off.</p>
42.2.2	<p><b>The accounts are:</b> for local currency: <i>[insert account]</i>.</p>
43.1	<p><b>The interest rate is:</b> <i>[insert rate]</i>.</p>
45.1 6.1.1.1.1.1	<p>[LCWU will describe the mechanism for dispute settlement. Following is the guidance.]</p> <p><b>Dispute Resolution</b></p> <ol 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 <i>[insert name of city]</i>, 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> </ol> <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</p>

parties fail to reach a consensus on the name of sole arbitrator, any party may submit an application to the Chief Secretary, Punjab/ Chairman PPRA, for appointment of sole arbitrator. The Chief Secretary, Punjab/ Chairman PPRA may depute any impartial person (serving or retired/ as the sole arbitrator to resolve the dispute between the parties.

**Rules of procedure for arbitration proceedings:**

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.

**Place of Arbitration and Award:**

The arbitration shall be conducted in English language and place of arbitration shall be at *[insert name of the city]*. The award of the arbitrator shall be final and shall be binding on the parties.



