



**REQUEST FOR PROPOSALS (RFP)
FOR
APPOINTMENT OF CONSULTANT “FOR
DEVELOPMENT OF SCHEMATIC MASTER PLAN,
ARCHITECTURAL DESIGN, STRUCTURAL DESIGN,
HVAC, ELECTRICAL, PHE, FIRE FIGHTING,
MEDICAL GASES, INFRASTRUCTURE, LAND
SCAPING ETC., AND RESIDENT CONSTRUCTION
SUPERVISION FOR ESTABLISHMENT OF 500
BEDDED TERTIARY CARE TEACHING HOSPITAL
(WITH THE PROVISION OF ADDITIONAL 250 BEDS
FOR FUTURE EXPANSION) WITH COLLEGE (2800
STUDENTS) FOR MEDICINE AND ALLIED MEDICAL
FIELDS AND LIVER TRANSPLANT UNIT (MEDICAL
COMPLEX ‘A’) OF DUHS CAMPUS AT DHA CITY,
KARACHI (DCK)”**

**OFFICE OF DIRECTOR PLANNING & DEVELOPMENT
DOW UNIVERSITY OF HEALTH SCIENCES,
BABA-E-URDU ROAD, BESIDES CIVIL HOSPITAL, KARACHI
TEL / FAX # 021-99216065
E-MAIL: rahim.khan@duhs.edu.pk**

SECTION 1: LETTER OF INVITATION

Name:
Designation:
Company:
Address:

Dear Mr. / Ms.

1. The Dow University of Health Sciences, Karachi (DUHS) invites proposals for **APPOINTMENT OF CONSULTANT FOR DEVELOPMENT OF SCHEMATIC MASTER PLAN, ARCHITECTURAL DESIGN, STRUCTURAL DESIGN, HVAC, ELECTRICAL, PHE, FIRE FIGHTING, MEDICAL GASES, INFRASTRUCTURE, LAND SCAPING ETC., AND RESIDENT CONSTRUCTION SUPERVISION FOR ESTABLISHMENT OF 500 BEDDED TERTIARY CARE TEACHING HOSPITAL (WITH THE PROVISION OF ADDITIONAL 250 BEDS FOR FUTURE EXPANSION) WITH COLLEGE (2800 STUDENTS) FOR MEDICINE AND ALLIED MEDICAL FIELDS AND LIVER TRANSPLANT UNIT (MEDICAL COMPLEX 'A') OF DUHS CAMPUS AT DHA CITY, KARACHI (DCK)**. Details of the services are provided in the Terms of Reference.
2. This Request for Proposal (RFP) is addressed to the competent and qualified Consulting Firms registered with Pakistan Engineering Council (PEC) / Pakistan Council of Architects & Town Planners (PCATP).
3. The Consultant will be selected under the Quality & Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with the Sindh Procurements Rules, 2010.
4. The RFP includes the following additional documents:
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract
5. It is mandatory for proposals to be made using the Standard Forms of the RFP. Proposals that are not in the prescribed format may be discarded. If any information required in the forms is found missing or written elsewhere, no credit will be given in the relevant section of the evaluation.
6. All bidders must furnish Bid security, equal to **PKR. 1,000,000/-** (One Million) in the shape of Bank Guarantee/CDR, issued by scheduled bank in Pakistan, in favor of "**DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI**" in Pak Rupees (PKR), as part of Technical Proposal, failing which shall result in rejection of the bid.

Yours sincerely,

PROJECT DIRECTOR

Planning & Development Department
Dow University of Health Sciences,
Baba-e-Urdu Road, Karachi
Tel / Fax # 021-99216065
Email: rahim.khan@duhs.edu.pk

SECTION 2: INSTRUCTIONS TO CONSULTANTS

DEFINITIONS:

- (a) "Assignment" means the Consultancy Services for **"APPOINTMENT OF CONSULTANT FOR DEVELOPMENT OF SCHEMATIC MASTER PLAN, ARCHITECTURAL DESIGN, STRUCTURAL DESIGN, HVAC, ELECTRICAL, PHE, FIRE FIGHTING, MEDICAL GASES, INFRASTRUCTURE, LAND SCAPING ETC., AND RESIDENT CONSTRUCTION SUPERVISION FOR ESTABLISHMENT OF 500 BEDDED TERTIARY CARE TEACHING HOSPITAL (WITH THE PROVISION OF ADDITIONAL 250 BEDS FOR FUTURE EXPANSION) WITH COLLEGE (2800 STUDENTS) FOR MEDICINE AND ALLIED MEDICAL FIELDS AND LIVER TRANSPLANT UNIT (MEDICAL COMPLEX 'A') OF DUHS CAMPUS AT DHA CITY, KARACHI (DCK)"**.
- (b) "Employer" means "Dow University of Health Sciences, Karachi" with which the selected Consultant signs the Contract.
- (c) "Evaluation Committee" means the committee formed by the Employer for the Evaluation of Technical & Financial Proposal of Consultant for this Assignment as per Guidelines.
- (d) "Consultant" means any firm/consortium/joint venture that may provide or provides Services to the Employer under the Contract.
- (e) "Contract" means the contract included in this RFP as section 6, when signed between the Employer and the Consultant along with all attached documents.
- (f) "Data Sheet" means such part of the 'Instructions to Consultants' stating the specific conditions.
- (g) "Day" means calendar day.
- (h) "Instructions to Consultants" means the document which provides the information required to prepare their Proposals.
- (i) "LOI" means the Letter of Invitation included in the RFP as Section 1 sent by the Employer to the Consultants.
- (j) "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;
- (k) "Proposal" means the proposal comprising the Technical Proposal and the Financial Proposal.
- (l) "RFP" means the Request for Proposal to be prepared by the Employer for the selection of the Consultant.
- (m) "Services" means the Assignment to be performed by the Consultant pursuant to the Contract.
- (n) "Rules" means the Sindh Procurement Rules, 2010.
- (o) "Sub-Consultant" means any person or entity with whom the Consultant sub-contracts any part of the Services with the approval of the Employer.

- (p) "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, responsibilities of the Consultant, and required services and deliverables of the Assignment.

1. INTRODUCTION

- 1.1 The Employer named in the Data Sheet shall select the Consultant from the applicant firms in accordance with the method of selection specified in the Data Sheet.
- 1.2 Consultants are invited to submit a Technical Proposal and a Financial Proposal for Services required for the Assignment. The proposals shall be in separately marked and sealed envelopes. The signed Contract will be based on the Proposal submitted by the Consultant.
- 1.3 Consultants shall familiarize themselves with the conditions of the Assignment and take them into account while preparing their respective Proposals. Consultants may attend pre-bid meeting if indicated in Datasheet.
- 1.4 The Employer shall provide all project related information to the Consultants in a timely manner.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their Proposals and finalization of Contract. The Employer is not bound to accept any Proposal, and reserves the right to scrap the selection process at any stage prior to award of Contract, without incurring any liability thereof under Rule 35 of Sindh Procurement Rules, 2010.

CONFLICT OF INTEREST

- 1.6 The Employer requires that Consultants provide professional, objective, and impartial advice and at all times hold the Employer's interest paramount, and to strictly avoid conflicts with other assignments or their own business/commercial interests.
- 1.6.1 Without limitation to the generality of the foregoing, Consultants and any of their affiliates/employees, associates, agents, sub-consultant shall be considered to have a conflict of interest and shall not be selected, under any of the circumstances set forth below:

CONFLICTING ACTIVITIES

- (i) The affiliates/employees, associates, agents, sub-consultant of a Consultant that has been engaged by the Employer to provide goods, works or services other than consulting services for a project, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, when a Consultant is hired to provide consulting services for the preparation or implementation of a project, its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the Consultant's said services.

CONFLICTING ASSIGNMENTS

- (ii) A Consultant or any of its affiliates/ employees, associates, agents, sub-consultants 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 Employer or for another Client.

CONFLICTING RELATIONSHIPS

- (iii) A Consultant which has family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or

- (iv) Supervision of the contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the contract.
- 1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Employer, or that may reasonably be perceived as having this effect. Failure to disclose situations may lead to disqualification of the Consultant or the termination of the Contract.
- 1.6.3 No agency or current employees of the Employer shall work as consultant under their own ministries, departments or agencies. Recruiting former government employees of the Employer to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as personnel in its technical proposal, such Personnel must have written certification from their government department or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Employer by the Consultant as part of its technical proposal.

FRAUD AND CORRUPTION

- 1.7 Consultant participating in this Assignment must adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. The Consultant directly or indirectly must be involved in or have committed corrupt, fraudulent, collusive, coercive or obstructive practices: For the purpose of this paragraph, the relevant terms are terms set forth below:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in execution of a contract;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more firms with or without the knowledge of the Employer, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “Coercive practices” means 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.
 - (v) “obstructive practice”
 - a. deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Government investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/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
 - b. Acts intended to materially impede the exercise of the Government’s inspection and audit rights provided for under sub-clause below.
 - c. The Employer will reject a Proposal for award if it find that the selected Consultant recommended for the services, directly or through a third party, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract;

- d. The Employer will blacklist a Consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a Government contract if at any time it finds that the Consultant has, directly or through a third party, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Government contract;
- 1.8 Consultant shall be aware of the provisions on fraud and corruption as stated above.
 - 1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid by the Consultant or any of its affiliates/ employees, agents, sub-consultant to any third party relating to this Assignment and also during execution of the same if the Consultant is awarded the Contract.
 - 1.10 Consultant participating in this Assignment must adhere to the highest ethical standards, both during the selection process and throughout the execution of the Contract. The Consultant directly or indirectly must be involved in or have committed corrupt, fraudulent, collusive, coercive or obstructive practices: For the purpose of this paragraph, the relevant terms are terms set forth below:
 - 1.11 Consultants may submit Application in a Joint Venture of two or more firms. The applications shall be signed by all the members in the Joint Venture. Joint Venture Agreement entered into by the members shall be submitted with the Application as per Form GEN-4.
 - a. One of the members which is responsible for performing the key function in Only one Proposal executing major component of the proposed contract shall be nominated as Lead member during the Proposal and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as per Form GEN-5.
 - b. All members of the Joint venture shall be legally liable, jointly and severally, during the qualification and bidding period, and in the event of a successful bid, during contract execution.

ONLY ONE PROPOSAL

- 1.12 Consultant may only submit one Proposal. If a Consultant submits or participates in more than one Proposal, such Proposals shall be disqualified.

PROPOSAL VALIDITY

- 1.13 The Data Sheet indicates how long consultants' Proposals must remain valid after the submission date. During this period, consultant shall maintain the availability of all professional staff nominated in the Proposal. The Employer will make its best effort to complete award of Contract within this period. However, the Employer may request Consultants to extend the validity period of their Proposals. All the Consultant which 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 may submit new staff in replacement, possessing at least equivalent qualification & experience of the earlier nominated staff, which would be considered in the final evaluation for Contract award. Consultants which do not agree have the right to refuse to extend the validity of their Proposals.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Consultant may request a clarification of any of the RFP documents till the date indicated in the Data Sheet. Any request for clarification must be sent in writing, or by Email to the

Employer's address indicated in the Data Sheet. The Employer will respond in writing or by email (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should the Employer deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.

- 2.2 At any time before the submission of Proposals, the Employer may amend the RFP by issuing an addendum in writing or by Email. The addendum shall be sent to all and will be binding on them. Consultant shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Employer may, if considered necessary & if the amendment is substantial, extend the deadline for submission of the Proposals.

3. PREPARATION OF PROPOSALS

- 3.1 The Proposal, as well as all related correspondence exchanged by the Consultants and the Employer, shall be written in English.
- 3.2 In preparing their Proposal, the 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 Proposal.
- 3.3 While preparing the Technical Proposal, the Consultants must give particular attention to the following:
- a. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - b. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

TECHNICAL PROPOSAL

- 3.4 The Technical Proposal shall provide the information indicated in the following paras from (a) to (f) using the attached Form of Section 3,

Technical Proposal shall also accompany Bid Security.

- (a) A general description of the Consultant, proof of valid legal registration/incorporation of the Consultant, Proof of Certificate of registration with Income Tax and Sales Tax under Sindh Revenue Authority, declaration of no litigation & blacklisting, are required in Gen. Forms of Section – 3.
- (b) A proof of financial soundness of the Consultant indicating financial capacity of the Consultant is required in Form Tech – 1 of Section 3.
- (c) A brief description of the Consultants' organization and an outline of the previous experience on assignments of similar nature are required in Tech-2 to Tech-7 Forms of Section 3. For each assignment, the outline should indicate the names of sub-consultants/ professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was formally and legally engaged by the Employer as the sole Consultant or lead Member with in the Joint Venture. 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. Consultant should be prepared to substantiate the claimed experience, if so requested by the Employer.

- (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-8 of Section 3).
- (e) CVs of the professional staff signed by the staff themselves and by the authorized representative of the firm/JV (Form TECH-9 of Section 3) along with their computerized national identity card numbers.
- (f) Estimates of the staff input (staff-months) needed to carry out the Assignment (Form TECH-10 of Section 3). The staff-months input should be indicated separately for home office and field activities.

3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information shall be declared non responsive.

FINANCIAL PROPOSAL

3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the Assignment, as a lump sum. If appropriate, these costs should be broken down by activity.

3.7 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.

TAXES

3.8 The Consultant is subject to all applicable taxes at the time of contract, or later during the contract, levied by the Government. Any such amounts shall be included in the Financial Proposal, and shall be the sole responsibility of the Consultant.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 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 Consultant themselves. The person who signs the Proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of Form GEN1 of Section 3, and Form FIN-1 of Section 4.

4.2 An authorized representative of the Consultant 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 stating the designation of the signatory in the Consultant that the representative has been duly authorized to sign on behalf of the Consultant. The signed Technical and Financial Proposals shall be marked "Original".

4.3 The Technical Proposal shall be marked "Original" or "Copy" 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 prevails.

4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "Technical Proposal" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "Financial Proposal" followed by the name of the Assignment, and with a warning "Do Not Open with The Technical Proposal." 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 "Do Not Open Before Submission Deadline". The Employer 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 constitute a case for rejecting the Proposal. 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.

- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Employer 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 Employer after the deadline for submission shall be returned unopened.

5. PROPOSAL EVALUATION

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants shall not contact the Employer or any of its officers/Employee on any matter related to the Consultant's Technical and/or Financial Proposal. Any effort by the consultant directly or indirectly to influence the Employer in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Proposal.

The Evaluation Committee, while evaluating Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded

EVALUATION OF TECHNICAL PROPOSALS

- 5.2 The Evaluation Committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-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 the eligibility criteria of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

OPENING AND EVALUATION OF FINANCIAL PROPOSALS

- 5.3 After the technical evaluation is completed, the Employer shall inform the Consultants, the technical scores obtained by their respective Technical Proposals, and shall notify those Firms whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals shall be returned unopened after completing the selection process. The Employer shall simultaneously notify in writing or by Email to the Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The Consultant's 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.
- 5.4 Financial Proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the Consultants, and their respective technical scores 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.
- 5.5 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, no corrections are applied to the Financial Proposal in this respect.

- 5.6 The lowest evaluated Financial Proposal will be given the maximum financial marks (Sf) of 100 points. The financial marks (Sf) of the other Financial Proposals will be computed by the formula given in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) marks using the score $(T = \text{the score given to the Technical Proposal}; P = \text{the score given to the Financial Proposal as defined in Data Sheet})$. The Consultant achieving the highest combined technical and financial score will be awarded the contract.

6. NEGOTIATION

- 6.1 In case of failure, refusal or inability of the Consultant finalized in the manner as stated above, the Employer shall proceed to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the consultant must have written authority to negotiate and conclude a Contract.

TECHNICAL & FINANCIAL NEGOTIATION

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing. The Employer and the Consultant will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Special attention will be paid to clearly defining the inputs and facilities required from the Employer to ensure satisfactory implementation of the assignment. The Employer shall prepare minutes of negotiations which will be signed by the Employer and the Consultant.

- 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the tax authorities to determine the tax amount to be paid by the Consultant under the Contract.

AVAILABILITY OF PROFESSIONAL STAFF

- 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed professional staff, the Employer expects to finalize a Contract on the basis of the professional staff named in the Proposal. Before contract finalization, the Employer shall require assurances that the professional staff will actually be available. The Employer shall not consider substitutions during contract finalization 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 on the grounds of willful misrepresentation. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

CONCLUSION OF NEGOTIATIONS

- 6.5 Contract finalization will conclude with a review of the Contract to correct any computational and typographical errors. To complete negotiations the Employer and the Consultant will initial the agreed Contract. If negotiations fail, the Employer will invite the Consultant whose Proposal received the second highest score to negotiate a Contract.

7. AWARD OF CONTRACT

- 7.1 After completing negotiations, the Employer shall award the Contract to the Consultant and promptly notify all consultants who have submitted proposals.
- 7.2 After award of Contract, the Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

8. CONFIDENTIALITY

- 8.1 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 Contract.

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 clause 1.7 of Section 2.

9. BID SECURITY

- 9.1 All Consultants must furnish Bid Security, equal to **PKR 1,000,000** (One Million), in the shape of Bank Guarantee/CDR, issued by a AA rated scheduled bank in Pakistan, in favor of "**DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI**", as part of Technical Proposal, failing which shall result in rejection of the bid.
- 9.2 The proceeds of the bid Security shall be payable to the Employer, on the occurrence of any of the following:
- i. If the Consultant withdraws the bid during the bid validity period specified in the Data Sheet;
 - ii. If the Consultant, having been notified as successful refuses to sign the Contract within the timeframe.
 - iii. If the Consultant fails or refuses to furnish the Performance Guarantee.
 - iv. If it is established, beyond any reasonable doubt, that Consultant has exploited the selection process by any means or divulged confidential information acquired during the selection process.

10. PERFORMANCE GUARANTEE

- 10.1 The Successful Consultant has to furnish a Performance Guarantee 10 % of the contract amount, in the shape of Bank Guarantee/CDR, issued by a AA rated scheduled bank in Pakistan, in favor of "**DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI**" as per the requirement of Contract.

INSTRUCTIONS TO CONSULTANTS

DATA SHEET

Paragraph Reference	
1.1	Name of the Employer: DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI (DUHS) Method of selection: Quality & Cost Based Selection (QCBS)
1.2	Financial Proposal to be submitted together with Technical Proposal: Yes Name of the assignment is: “APPOINTMENT OF CONSULTANT FOR DEVELOPMENT OF SCHEMATIC MASTER PLAN, ARCHITECTURAL DESIGN, STRUCTURAL DESIGN, HVAC, ELECTRICAL, PHE, FIRE FIGHTING, MEDICAL GASES, INFRASTRUCTURE, LAND SCAPING ETC., AND RESIDENT CONSTRUCTION SUPERVISION FOR ESTABLISHMENT OF 500 BEDDED TERTIARY CARE TEACHING HOSPITAL (WITH THE PROVISION OF ADDITIONAL 250 BEDS FOR FUTURE EXPANSION) WITH COLLEGE (2800 STUDENTS) FOR MEDICINE AND ALLIED MEDICAL FIELDS AND LIVER TRANSPLANT UNIT (MEDICAL COMPLEX ‘A’) OF DUHS CAMPUS AT DHA CITY, KARACHI (DCK)” .
1.3	The Employer’s representative is: PROJECT DIRECTOR Planning & Development Department Dow University of Health Sciences, Baba-e-Urdu Road, Karachi Tel / Fax # 021-99216065 E-Mail: rahim.khan@duhs.edu.pk
1.4	The Employer will provide facilitation in meeting with the relevant Government Departments and make available relevant project data and reports.
1.13	Proposals must remain valid for 120 days after the submission date
2.1	Clarifications may be requested from the Employer’s representative not later than 7 (seven) days prior to the submission deadline. The Employer’s representative address for requesting Clarification is: PROJECT DIRECTOR Planning & Development Department Dow University of Health Sciences, Baba-e-Urdu Road, Karachi Tel / Fax # 021-99216065 E-Mail: rahim.khan@duhs.edu.pk
3.4 (c)	Consultant should submit details of relevant ‘completed’ and ‘in-hand’ assignments on Forms Tech. 2-7
3.4 (e)	CVs should be duly signed by respective person and should contain details on relevant assignments done by the individual in the past. Unsigned CVs can be rejected. Name of project should be mentioned on top of CVs, indicating that the CV has been submitted by the person for this project and he will be available, if the project is awarded to the Consultant. Contact number of person should be mentioned in CV. Employer reserves the right to interview key persons during or after evaluation process.
3.6	All expenses shall be borne by the Consultant.
3.7	Amounts payable by the Employer to the Consultant under the Contract to be subject to local taxation:

3.8	Consultant shall quote the Financial Proposal in the national currency i.e. PKR:
4.3	Consultant must submit the original and 2 copies of the Technical Proposal, and the original of the Financial Proposal in separate sealed envelope, both enclosed in one common envelope.
4.5	<p>The Proposal submission address is:</p> <p>PROJECT DIRECTOR Planning & Development Department Dow University of Health Sciences, Baba-e-Urdu Road, Karachi Tel / Fax # 021-99216065</p> <p>Proposals must be submitted no later than the following date and time: 28.11.2017 at 11:00 AM PST. Proposal will be opened on the same day at 11:30 AM PST.</p>
5.2	<p>(i) ELIGIBILITY CRITERIA:</p> <p>The Consultant fulfilling the following basic eligibility criteria shall only be considered for further evaluation (relevant documents to be attached). In case of Joint venture, Lead Partner must fulfil the Eligibility Criteria.</p> <ol style="list-style-type: none"> i. Registration of firm/company with Pakistan Engineering Council (PEC) <u>must have 1201, 1203, 1204, 1205 & 1232 codes of practice of PEC.</u> ii. Valid PCATP Registration of at least one Master Planner and two Architects (each having over 25 year's experience) iii. Valid Certificate of Company's registration with SECP or Registrar of Firms. iv. Valid Certificate of registration with Income Tax and Sales Tax under Sindh Revenue Authority or relevant Authority (as applicable). Foreign firms must attach similar certificate from their home country. v. Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation. No litigation is pending between the Consultant and a government department, body or agency. vi. Judicial Affidavit declaring "Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been blacklisted/ defaulted by any government agency/ department/organization". vii. Provide separate undertaking that the information supplied by the firm is correct. (Form GEN - 6) viii. The Consultant shall properly understand all main issues related to the assignment and other relevant design/technical aspects that may not have been considered in the TORs. The Consultant shall provide detailed methodology to address such aspects by using advanced and innovative solutions. The timing and duration of all activities shall be provided by the Consultant which are appropriate & consistent with the Assignment. (Form Tech - 11). <p>Foreign applicants have to form a JV with local firms as required under the PEC/PCATP by laws. In case of foreign firms, registration with PEC/PCATP will not be mandatory at the time of qualification. However, they will have to produce license for the current Project from PEC/PCATP prior to award of contract.</p> <p>To be eligible for further Evaluation either the Individual Consultant firm or at least one member of JV should possess Pakistan Engineering Council (PEC) / Pakistan Council of Architects & Town Planners (PCATP).</p>

(ii) QUALIFICATION CRITERIA

Qualification will be based on Consultant's meeting the following qualification criteria regarding their financial soundness, experience record and quality of its personnel capabilities and other relevant information as demonstrated by the Consultant's response to this RFP. Qualification criteria as mentioned below is applicable for applicants:

SUB-CATEGORY	CATEGORY	MARKS
A	Financial Soundness	10
B	Experience Record	40
C	Personnel Capabilities	40
D	Methodology & Work Plan	10
TOTAL		100

Marks shall only be given if the Forms are filled as per instructions given in this Document.

70% marks required to qualify in the aforesaid qualification criteria.

Criteria, sub-criteria and marking system for the evaluation of Consultants shall be as under:

SUB CATEGORY A: FINANCIAL SOUNDNESS

For financial soundness, audited financial statements for last three financial years shall be submitted. No marks shall be given if audited financial statements of last three financial years are not attached.

In case of a Joint Venture, only lead Member is required to meet the given criteria of financial soundness. Marks shall be awarded on the basis of the following criteria:

S. No:	Category	Marks Assigned	Criteria for Marks
1	Average Annual turnover for the last three financial years commencing from 1st July and ending on 30th June for each year. (In case of Joint Venture the above information is required for lead member of JV only) Form TECH-01 shall be filled	10	<ul style="list-style-type: none"> • Full marks if average annual turnover of last three financial years is PKR 600 million or above. • For average annual turnover of less than PKR 600 million, marks shall be awarded as per following formula: $(A / 600) \times 10$ 'A' is average annual turnover. • No marks if average annual turnover is less than PKR 300 million.
Sub-Category 'A' Total		10	

SUB-CATEGORY B: EXPERIENCE RECORD

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Consultant.

S. No:	Category	Marks Assigned	Criteria for Marks
1	<p>Projects of *similar nature of minimum Project Cost of PKR. 8.00 Billion (or of equivalent US \$ value) or more Completed in last ten (10) years.</p> <p>*Similar nature projects include Master Planning, Detailed Architectural & Engineering Design of 500 Bed Hospital including External Development, Civil, Electrical & Plumbing, HVAC, Fire Fighting Design works. Consultant should clearly state all these services provided in the completed projects.</p> <p>(Form Tech 2 & 3 shall be filled)</p>	05	<ul style="list-style-type: none"> • Full marks will be given if Lead member or JV member (in Lead role) has completed one Project • No marks will be given if the Lead member or JV member has not executed any project. • For Completed Projects, Completion Certificate is mandatory indicating Project Cost. No marks shall be awarded if Completion Certificate is Not attached along with Form Tech. 2 & 3.
2	<p>Projects of *similar nature of minimum Project Cost of PKR. 1.00 Billion (or of equivalent US \$ value) or more Completed in last ten (10) years.</p> <p>*Similar nature projects include detailed Architectural & Engineering design and resident construction supervision of Hospitals / Medical College / Healthcare Projects including External Development, Civil, Electrical & Plumbing, HVAC, Fire Fighting Design works. Consultant should clearly state all these services provided in the completed projects.</p> <p>(Form Tech 2 & 3 shall be filled)</p>	08	<ul style="list-style-type: none"> • Full marks will be given if Lead member or JV member (in Lead role) has completed at least Two Projects. • 03 marks will be given if Lead member or JV member (in Lead role) has completed one Project. • No marks will be given if the Lead member or JV member has not executed any project. • For Completed Projects, Completion Certificate is mandatory indicating Project Cost. No marks shall be awarded if Completion Certificate is Not attached along with Form Tech. 2 & 3.
3	<p>Projects of Medical Equipment Planning of Hospital / Healthcare Facility Completed in last ten (10) years.</p>	05	<ul style="list-style-type: none"> • Full marks will be given if the Lead member or JV member (in Lead role) has completed at least two Projects. • 02 marks will be given if

		(Form Tech-6 & 7 shall be filled)		<p>the Lead member or JV member (in Lead role) has completed one Project.</p> <ul style="list-style-type: none"> • No Marks will be given if Lead member or JV member has not completed any Project. • <u>For Completed Projects, Completion Certificate of respective project is mandatory. No marks shall be awarded if Completion Certificate is Not attached along with FormTech-6& 7.</u>
	2	<p>Projects of *similar nature of minimum Project Cost of PKR. 5.00 Billion (or of equivalent US \$ value) or more in-Hand.</p> <p>*Similar nature projects include <u>detailed Architectural & Engineering design and resident construction supervision</u> of Hospitals / Medical College / Healthcare Projects / Multistory buildings (G+10) including <u>External Development, Civil, Electrical & Plumbing, HVAC, Fire Fighting Design</u> works. Consultant should clearly state all these services provided in in-hand projects.</p> <p>(Form Tech 4 & 5 shall be filled)</p>	06	<ul style="list-style-type: none"> • <u>Full marks will be given if the Lead member or JV member (in Lead role) has at least two projects in hand.</u> • <u>02 marks will be given if the Lead member or JV member (in Lead role) has one project in hand.</u> • <u>No marks shall be given if the Lead member or JV members have no project in hand.</u> • <u>For in hand Projects Letter of Award OR Agreement of respective project is mandatory. No marks shall be awarded if Letter of Award or Agreement is not attached along with Form Tech 4 & 5.</u>
	3	<p>Projects of *General nature of minimum Project Cost of PKR. 4.00 Billion (or of equivalent US \$ value) or more Completed in last ten (10) years.</p> <p>*General nature projects include <u>detailed design and resident construction supervision</u></p> <p>(Form Tech 2 & 3 shall be filled)</p>	06	<ul style="list-style-type: none"> • Full marks will be given if the Lead member or JV member (in Lead role) has completed at least six Projects. • 02 marks will be given if the Lead member or JV member (in Lead role) has completed three Project. • No Marks will be given if Lead member or JV member has completed less than three projects any Project. • <u>For Completed Projects, Completion Certificate</u>

			OR Contract Agreement of respective project is mandatory. No marks shall be awarded if Completion Certificate or Contract Agreement is Not attached along with Form Tech 6 & 7.
4	Pre-qualified Consultant Firms from Higher Education Commission (HEC).	10	<ul style="list-style-type: none"> • Full marks will be given if the Consultant Firm is pre-qualified in Category-I, Region-III. • No marks will be given if the Consultant Firm is pre-qualified in other Category / Region.
Sub-Category 'B' Total		40	

SUB-CATEGORY C1 & C2: PERSONNEL CAPABILITIES

Marks shall be awarded on the basis of qualification and experience of the staff. No marks shall be awarded if Form TECH 8, 9 & 10 are not filled. The following key experts shall be evaluated:

S. NO	DESCRIPTION	NO. OF PROFESSIONALS	MARKS ASSIGNED	EDUCATION & EXPERIENCE (MANDATORY REQUIREMENT)
C-1 Key Persons (Design)				
1.	Team Leader	01	04	M.Sc. / ME Civil with 25 years of relevant experience OR B.Sc. / BE Civil with 35 years of relevant experience
2	Principal Architect	01	02	M. Arch with 25 years of relevant experience OR B. Arch with 35 years of relevant experience
3.	Principal Structural Engineer	01	02	Ph. D Civil with 15 years of relevant experience OR M.Sc. / ME Civil with 25 years of relevant experience
4	Principal Electrical Engineer	01	02	M.Sc. / ME Electrical with 20 years of relevant experience OR B.Sc. / BE Electrical with 30 years of relevant experience
5	Principal Mechanical Engineer	01	02	M.Sc./ ME Mechanical with 20 years of relevant experience OR B.Sc./BE Mechanical with 30 years of relevant experience

	6	Procurement / Contract Engineer	01	01	M.Sc. / ME Civil with 10 years of relevant experience OR B.Sc. / BE Civil with 15 years of relevant experience
	7.	Architect	02	02	M. Arch with 10 years of relevant experience OR B. Arch with 15 years of relevant experience
	8.	Structural Engineer	02	02	M.Sc. / ME Civil with 10 years of relevant experience OR B.Sc. / BE Civil with 15 years of relevant experience
	9.	Design Engineer (Public health)	02	02	M.Sc. / ME Civil with 15 years of relevant experience OR B.Sc. / BE Civil with 20 years of relevant experience
	10.	Design Engineer (Electrical)	01	01	M.Sc. / ME Civil with 15 years of relevant experience OR B.Sc. / BE Civil with 20 years of relevant experience
	11	Design Engineer (Mechanical & HVAC)	01	01	M.Sc. / ME Mechanical with 15 years of relevant experience OR B.Sc./BE Mechanical with 20 years of relevant experience
	12.	Medical Equipment Planner	01	02	Master/Bachelor in Relevant field with minimum 10 years of relevant experience
	13.	Bio-Medical Engineer	01	02	B.Sc. Biomedical / Electronics Engineering with minimum 10 years of relevant experience
	14	Quantity Surveyor	01	01	DAE Civil with 15 years of relevant experience
	SUB CATEGORY C 1 TOTAL				26
	C2	KEY PERSONNEL – CONSTRUCTION			
	1.	Resident Engineer	01	04	BSc Civil Engineering with minimum 10 years of relevant experience (PEC Registered)
	2.	Material Engineer	01	02	BSc Civil Engineering/Geology with minimum 10 years of relevant experience

	3.	Assistant Resident Engineer (Civil)	01	02	BSc Civil Engineering with minimum 05 years of relevant experience (PEC Registered)
	4.	Assistant Resident Engineer (MEP)	01	02	BSc Elect/Mech. Engineering with minimum 05 years of relevant experience (PEC Registered)
	5.	Quantity Surveyor	02	02	DAE Civil with minimum 10 years of relevant experience
	6.	Surveyor	02	02	DAE Civil with minimum 10 years of relevant experience
	SUB CATEGORY C2 TOTAL				14
	SUB CATEGORY C TOTAL				40
	<u>SUB-CATEGORY D: METHODOLOGY & WORK PLAN</u> 10 Marks				
	Marks shall be awarded on the basis of quality of following components:				
	1.	Approach & Methodology for the Assignment			05 Marks
	2.	Work Plan (text)			01 Mark
	3.	Organization & staffing (text)			01 Mark
	4.	Staffing Schedule (Form TECH-10)			01 Mark
	5.	Work Schedule (Form TECH-11)			02 Marks
	SUB CATEGORY D TOTAL				10 Marks
5.6	<p>The formula for determining the financial marks is the following:</p> <p>$S_f = 100 \times f_m / f$, in which S_f is the financial marks, 'f_m' is the lowest price and 'f' the price of the proposal under consideration.</p> <p>The score given to the Technical and Financial Proposals are:</p> <p>Technical Score (T)= 70% x S_t, and</p> <p>Financial Score (P) = 30% x S_f</p> <p>Grand Total (GT) = T + P</p> <p>The Consultant achieving the highest combined technical and financial score (GT) will be awarded the Contract.</p>				
7.2	The contract shall be awarded and Assignment shall commence 10 days from the date the result of the evaluation of Financial Proposal.				

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.

GEN-1	Technical Proposal Submission Form
GEN-2	Information Form
GEN-3	JV Information Summary
GEN-4	Joint Venture Agreement (Applicable to Joint Venture Only)
GEN-5	Power of Attorney for Lead Member of Joint Venture (Applicable to Joint Venture Only)
GEN-6	Affidavit of Correctness
GEN-7	Litigation History
TECH-1	Financial Soundness
TECH-2	Consultant's Experience (Summary of Similar Nature Project Completed in Last 10 Years)
TECH-3	Consultant's Experience (Detail of Similar Nature Project Completed in Last 10 Years)
TECH-4	Consultant's Experience (Summary of Similar Nature Project in hand)
TECH-5	Consultant's Experience (Detail of Similar Nature Project in Hand)
TECH-6	Consultant's Experience (Summary of Medical Equipment Planning Projects Completed in Last 10 Years)
TECH-7	Consultant's Experience (Detail of Medical Equipment Planning Projects Completed in Last 10 Years)
TECH-8	Team Composition and Task Assignments
TECH-9	Curriculum Vitae (CV) for Proposed Professional Staff
TECH-10	Staffing Schedule
TECH-11	Work Schedule

FORM GEN-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide Consultancy Services for _____ in accordance with your Request for Proposal dated _____ 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 Joint Venture with: [Insert a list with full name and address of each JV member.

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 contract negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.13 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 Contract 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 7.2 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:

Delete in case of no Joint Venture.

FORM GEN-2 GENERAL INFORMATION

Applicant (or each Member of a Joint Venture) applying for consultancy services is required to complete the information in this form. Nationality information is also to be provided for foreign owners or Consultants who are forming part of the Joint Venture as required under the PEC Bye-Laws for Joint Venture.

1.	Name of Consultant	
2.	Head Office Address	
3.	Telephone	
4.	Fax	
5.	Type of Organization	
6.	Place of Incorporation/Registration	Year of incorporation/registration
7.	PEC/PCATP Registration No:	Validity:
8.	NTN#	
9.	Name, Designation and Mobile Number of Consultant's Representative	

DETAIL OF OWNERS/ DIRECTORS

S. NO	NAME	DESIGNATION	NATIONALITY
1.			
2.			
3.			
4.			
5.			

FORM GEN-3 JOINT VENTURE SUMMARY

NAME OF ALL MEMBERS OF A JOINT VENTURE
1. Lead Member
2. Member
3. Member
4. Member
5. Member
6. Member

FORM GEN-4 JOINT VENTURE AGREEMENT (APPLICABLE TO JOINT VENTURE ONLY)

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,000) To:

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"

[Name and address of the Member firm]

who for the purpose of this Agreement shall hereinafter called "Member". They hereby declare:

6. That they will legalize a Joint Venture in case that a Contract for the Consultancy Services of _____ is awarded to their group.
7. That they have nominated _____ (name of the Lead member) as the Lead Member of the Joint Venture.
8. That they authorized Mr./Ms. (name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the JV's Representative in the name and on the behalf of their Joint Venture.
9. That all members of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
10. That this Joint Venture is constituted for the purpose of the execution of the under this contract.
11. That if the Employer accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer.
12. That each member's share of the Work, stated as percentage of the total contract amount, shall be a follows.

1. Signed for and on behalf of
[Name of the Lead Member]

Signature
Name:
Designation:
Date:
Seal

2. Signed for and on behalf of
[Name of the Lead Member]

Signature
Name:
Designation:
Date:
Seal

FORM GEN-5 POWER OF ATTORNEY FOR LEAD MEMBER OF JOINT VENTURE

[To be printed on a PKR 100 stamp paper]

Whereas the DUHS, Karachi has invited Application for_____.

Whereas, and (collectively the “Joint Venture” and individually as the “Member”) being members of the Joint Venture are interested in Providing Consultancy services in accordance with the terms and conditions of the Request for Proposal and:

Whereas, it is necessary for the JV to designate one of the JV Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV’s Proposal for the Project and its execution.

NOW THEREFORE KNOW ALL MEAN BY THESE PRESENTS

We, having our registered office at, M/s., having our registered office at, and M/s., having our registered office at, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s, having its registered office at, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us in the event the Joint Venture is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV. IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____DAY _____OF 20**.

For:
(Signature)
(Name, Title and Address)

For:
(Signature)
(Name, Title and Address)

Witnesses:

- 1.
- 2.

(Executants (To be executed by all the Members of the Joint Venture) Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issue.

Form GEN-6 AFFIDAVIT FOR CORRECTNESS OF INFORMATION

(To be printed on PKR 100 Stamp Paper)

Name: (Applicant or member of Joint Venture)

I, the undersigned, do hereby certify that all the statements made in the Pre- Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Dow University of Health Sciences, Karachi deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the DUHS.

DUHS undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer _____

Name of Firm _____

Date _____

FORM GEN-7 LITIGATION HISTORY FOR THE LAST 10 YEARS

Name: _____
(Applicant or Member of Joint Venture)

DESCRIPTION OF CONTRACT	YEAR	NAME OF CLIENT, CAUSE OF LITIGATION AND MATTER IN DISPUTE	DISPUTED AMOUNT (CURRENT VALUE IN PKR OR US \$ EQUIVALENT)	AWARD FOR OR AGAINST APPLICANT	REMARKS BY APPLICANT

Attach Affidavit on non-judicial stamp paper that non-performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.

FORM TECH-1 FINANCIAL SOUNDNESS

Consultant (Lead Member of a Joint Venture, in case of JV) will provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. **A copy of the audited financial statements of the past three (3) financial years must be attached.**

YEAR	TURNOVER (IN ACTUAL CURRENCY)	RUPEES IN MILLION
2014 – 2015		
2015 – 2016		
2016 – 2017		
Average of above		

**FORM TECH-2 CONSULTANT'S EXPERIENCE
SUMMARY OF SIMILAR NATURE PROJECT COMPLETED IN LAST TEN (10) YEARS**

NAME OF APPLICANT OR MEMBER OF A JOINT VENTURE

Consultant and each Member of a Joint Venture is required to complete the information in this form.

Use a separate sheet for each Member of a Joint Venture.

PROJECT NAME	YEAR OF COMPLETION	LOCATION	VALUE IN PKR (MILLION)

*Each project provided in this form requires a corresponding Form TECH-3 and adequate documentary evidence in order to be eligible for consideration.

**FORM TECH-3 CONSULTANT'S EXPERIENCE
DETAIL OF SIMILAR NATURE PROJECT COMPLETED IN LAST TEN (10) YEARS**

NAME OF APPLICANT OR MEMBER OF A JOINT VENTURE

A separate form with adequate documentary evidence (Completion Certificate) shall be provided for each project in Form TECH-2.

Assignment Name:		Country:	Location within Country:
Total Cost: Rs. _____ Million		Professional staff Provided by your Firm:	
Name of Client:			
Address:			
Duration of Assignment:	No. of Staff:		
Total No. of Person- Months of the Assignment:		Start Date:	Completion Date:
Approx. Value of the Contract: Rs. _____ Million		Approx. Value of the Services provided by the Firm under the Contract: Rs. _____ Million	
Name of Joint Venture Partner or Sub-Consultants, if any:		No. of Professional Person-Months provided by the Joint Venture Partners or the Sub-Consultants:	
Name of Senior Regular full time employees of the Firm involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided in the Assignment:			

**FORM TECH-4 CONSULTANT'S EXPERIENCE
SUMMARY OF SIMILAR NATURE PROJECT IN-HAND**

NAME OF APPLICANT OR MEMBER OF A JOINT VENTURE

Consultant and each Member of a Joint Venture applying is required to complete the information in this form.

Use a separate sheet for each Member of a Joint Venture.

PROJECT NAME	DATE OF AWARD	EXPECTED DATE OF COMPLETION	LOCATION	VALUE IN PKR (MILLION)

*Each project provided in this form requires a corresponding Form TECH5 and adequate documentary evidence in order to be eligible for consideration.

**FORM TECH-5 CONSULTANT'S EXPERIENCE
DETAIL OF SIMILAR NATURE PROJECT IN-HAND**

NAME OF APPLICANT OR MEMBER OF A JOINT VENTURE

A separate form with adequate documentary evidence (Letter of Award/ Agreement) shall be provided for each project in Form TECH-4.

Assignment Name:		Country:	Location within Country:
Total Cost: Rs. _____ Million		Professional staff Provided by your Firm:	
Name of Client:			
Address:			
Duration of Assignment:	No. of Staff:		
Total No. of Person- Months of the Assignment:		Start Date:	Completion Date:
Approx. Value of the Contract: Rs. _____ Million		Approx. Value of the Services provided by the Firm under the Contract: Rs. _____ Million	
Name of Joint Venture Partner or Sub-Consultants, if any:		No. of Professional Person-Months provided by the Joint Venture Partners or the Sub-Consultants:	
Name of Senior Regular full time employees of the Firm involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided in the Assignment:			

FORM TECH-6 CONSULTANT'S EXPERIENCE
SUMMARY OF MEDICAL EQUIPMENT PLANNING PROJECTS COMPLETED IN LAST 10 YEARS

NAME OF APPLICANT OR MEMBER OF A JOINT VENTURE

Consultant and each Member of a Joint Venture is required to complete the information in this form.

Use a separate sheet for each Member of a Joint Venture.

PROJECT NAME	YEAR OF COMPLETION	LOCATION	VALUE IN PKR (MILLION)

*Each project provided in this form requires a corresponding Form TECH-7 and adequate documentary evidence in order to be eligible for consideration.

**FORM TECH-7 CONSULTANT'S EXPERIENCE
DETAIL OF MEDICAL EQUIPMENT PLANNING PROJECTS COMPLETED IN LAST 10 YEARS**

NAME OF APPLICANT OR MEMBER OF A JOINT VENTURE

A separate form with adequate documentary evidence (Completion Certificate) shall be provided for each project in Form TECH-6.

Assignment Name:		Country:	Location within Country:
Total Cost: Rs. _____ Million		Professional staff Provided by your Firm:	
Name of Client:			
Address:			
Duration of Assignment:	No. of Staff:		
Total No. of Person- Months of the Assignment:		Start Date:	Completion Date:
Approx. Value of the Contract: Rs. _____ Million		Approx. Value of the Services provided by the Firm under the Contract: Rs. _____ Million	
Name of Joint Venture Partner or Sub-Consultants, if any:		No. of Professional Person-Months provided by the Joint Venture Partners or the Sub-Consultants:	
Name of Senior Regular full time employees of the Firm involved and functions performed:			
Narrative Description of Project:			
Description of Actual Services Provided in the Assignment:			

FORM TECH-8
TEAM COMPOSITION AND TASK ASSIGNMENTS

PROFESSIONAL STAFF					
NAME OF STAFF	CNIC NO. / PASSPORT NO.	FIRM	AREA OF EXPERTISE	POSITION ASSIGNED	TASK ASSIGNED

FORM TECH-9 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position _____
[Only one candidate shall be nominated for position of team leader and three persons for rest of the positions]:

2. Name of Consultant _____
[Insert name of firm proposing the staff]:

3. Name of Staff _____
[Insert full name]:

4. Date of Birth: _____ **Nationality:** _____

5. CNIC or Passport No: _____ **Contact No:** _____

6. Education:

DEGREE	MAJOR / MINOR	INSTITUTION	DATE (MM/YYYY)

7. Membership of Professional Associations: [Attach Membership Certificates]

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.]:

EMPLOYER	POSITION	FROM (MM/YYYY)	TO (MM/YYYY)

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 assignments 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:
Year:
Location:
Client:
Main project features:
Positions held:
Activities performed:

- 2) Name of assignment or project:
Year:
Location:
Client:
Main project features:
Positions held:
Activities performed:

- 3) Name of assignment or project:
Year:
Location:
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 my qualifications, my experience, and myself. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
(Signature of Staff Member) (D/M/Y)

Full name and signature of authorized representative: _____

FORM TECH-10 STAFFING SCHEDULE¹

Full time input
 Part time input

Year: _____		Staff input (in the form of a bar chart) ²												Total staff-month input		
Sr. No.	Name of Staff ¹	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Home	Field ³	Total
		1		[Home]												
2		[Field]														
3																
4																
5																
6																
7																
8																
9																
Total																

- 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. For each staff indicate separately staff input for home and fieldwork.
- 3 Fieldwork means work carried out at a place other than the Consultant's home office.

Form TECH-11 Work Schedule

Year: _____

N°	Activity ¹	Months ²											
		Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July
1													
2													
3													
4													
5													

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Employer's review of reports and 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 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. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

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

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of Employer]

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures]. This amount is inclusive of all the applicable taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.13 of the Data Sheet.

No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Consultant:

Address:

FORM FIN-2 SUMMARY OF COSTS

ITEM	COST
	PAK RUPEES
Design Phase	
Sindh Sales Tax on Services @ 13%	
TOTAL DESIGN FEE====>	
Construction Supervision Phase	
Sindh Sales Tax on Services @ 13%	
TOTAL SUPERVISION FEE====>	
TOTAL COSTS OF FINANCIAL PROPOSAL	

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY1

GROUP OF ACTIVITIES (PHASE)	DESCRIPTION
_____	_____
_____	_____
COST COMPONENT	COSTS
	PAK RUPEES
Remuneration	
Reimbursable Expenses	
Sub-Total	

SEPARATE FORMS SHOULD BE PROVIDED FOR DESIGN & CONSTRUCTION SUPERVISION PHASE.

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. 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-11.
3. Short description of the activities whose cost breakdown is provided in this Form.
4. 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

NAME	POSITION	STAFF-MONTH	STAFF-MONTH RATE	AMOUNT

- 1. Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH8.
- 2. Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3. Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-8.
- 4. Indicate separately staff-month rate and currency for home and fieldwork.

FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES

DESCRIPTION	UNIT	QUANTITY	UNIT COST (PKR)	AMOUNT
Miscellaneous travel expenses	Trip			
Communication costs between [Insert place] and [Insert place]				
Drafting, reproduction of reports				
Equipment, instruments, materials, supplies, etc.				
Shipment of personal effects	Trip			
Use of computers, software				
Laboratory tests.				
Sub-contracts				
Local transportation costs				
Office rent, clerical assistance				

Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

SECTION 5: TERM OF REFERENCE

1. INTRODUCTION

DUHS, Karachi has acquired a land measuring 10 Acres in DHA City Karachi situated in Gadap Town in the outskirts of Karachi. DHA City Karachi (DCK) is located on the Karachi-Hyderabad Superhighway at the eastern border of Karachi, bordering Thatta District in the South and Jamshoro District in East. The project is strategically situated at distance of 56 KM from the city core area of Karachi, 35 KM from the Karachi Airport, 26 KM from the Toll Plaza and about 120 KM from Hyderabad City. The upcoming city is planned on an area spanning 11640 acres, comprising residential, commercial and mixed-use elements. It plans to accommodate up-to 250,000 people. Major project under construction include construction of Suffa University, Shaukat Khanum memorial Cancer Hospital, satellite campus of Institute of Business Administration (IBA) besides infrastructure development.

2. DESCRIPTION OF PROPOSED HOSPITAL BUILDING, MEDICAL & DENTAL COLLEGE, ALLIED SERVICES

Specialized and state of the art medical care services with teaching facilities along with most modern equipment will be made available. The list of proposed departments/facilities is given below:

- 500 Beds ward for indoor patient (with provision of 250 bed for future extension)
- Causality Department
- Medical and Surgical Departments of major specialties
- Operation Theatre Complex
- Medical and Surgical ICUs
- Diagnostic facilities wing
- X-Ray & Ultra Sounds
- MRI & CT Scan
- Angiography
- Laboratory
- Ophthalmology Department
- Dental Hospital
- Kitchen Facilities
- Laundry
- Blood Bank
- Hostel & etc.

3. LIST OF OTHER FACILITIES

- Internal access roads of campus
- Green Area, Landscape/ Water Feature/ Monument, etc.
- Public, Staff and Emergency Parking
- Walk Ways

4. SCOPE OF WORK

Dow University of Health Sciences, Karachi hereinafter referred to as **PROCURING AGENCY** intends to invite Technical and Financial Proposals based on Single stage two envelope basis from well reputed Consultant having relevant experience and valid registrations with Pakistan Engineering Council (PEC), Pakistan Council of Architect and Town Planning (PCATP), Federal Board of Revenue (FBR) and Sindh Revenue Board (SRB) for the work.

DUHS Karachi intends to develop a teaching campus in three phases spanned over approx. 5 years on the piece of land.

Phase One, Two & Three – 500 Beds plus Additional Beds, Future Technologies & Infrastructure.

Approximately	1,580,000	Sq. Ft
Support	500,000	Sq. Ft

HOSPITAL

Phase – I	220,000	Sq. Ft
Phase – II	360,000	Sq. Ft
Phase – III	150,000	Sq. Ft

UNIVERSITY

Phase – I	220,000	Sq. Ft
Phase – II	360,000	Sq. Ft
Phase – III	250,000	Sq. Ft

DORM WOMEN & MEN

Phase – I	80,000	Sq. Ft
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PARKING ENGINEERING & SUPPORT

Phase – I	250,000	Sq. Ft
Phase – II	150,000	Sq. Ft
Phase – III	100,000	Sq. Ft

The scope of the current project is to undertake development of Master Plan of this campus and required infrastructure to serve the building including main access road, internal road, pathways, utilities, landscape, power generation and supply, water supply and sewerage system, street lighting, parking area etc.

Topographic survey report carried out by DUHS shall be handover to the Consultant, free of cost, to facilitate the completion of assignments.

The Consultant shall provide professional and technical expertise for the proper execution of Services outlined below. The Consultant's Team shall liaise and coordinate with all concerned Authorities and shall be familiar with all local government laws and regulations. The scope of Services to be performed and successfully completed by the Consultant to the full satisfaction of the Client and in accordance with the Contract shall include but not limited to the phases as described herein:

PHASE A: DESIGN PHASE

Stage I: Preliminary Design

Stage II: Detailed Design/ Working Drawings and Draft Tender Documents

Stage III: Final Design and Tender Documents

Stage IV: Services during tendering stage

PHASE B: RESIDENT CONSTRUCTION SUPERVISION PHASE

Stage VI: Resident Construction Supervision

Stage VII: Services during Defects Liability Period

The Consultancy Services shall cover the entire project's works inclusive all Design & Construction Supervision Services.

PHASE A: DESIGN WORK

4.1 STAGE I: PRELIMINARY DESIGN

The Consultant shall prepare a Preliminary Design that will define the Project in terms of, Master Plan, final space layout, interior and exterior finishes, Electrical, Plumbing & HVAC system drawings, etc. The Consultant shall accommodate in the preliminary design any environmental considerations that may be required. At the conclusion of this Stage, the Consultant shall prepare a Preliminary Design Report that will summarize all the work undertaken during this Stage. The Preliminary Design Report shall be submitted to the Client for review and approval. Liaison with the Client and other relevant authorities will be maintained during this period. The deliverables under the scope of work at this stage shall consist of, but not limited to, the following:

4.1.1 ARCHITECTURAL DESIGN/ DRAWINGS

Prepare and submit the following on appropriate scales:

- i. Site Master Plan integrating various elements of Complex, roads, parking services, hard and soft landscaping etc.
- ii. Site plan showing access routes, parking areas, floor elevations, existing and proposed contours, plantings areas, buildings location and Project limit lines.
- iii. Amended conceptual plans of hospital block according to client's requirements
- iv. Three options of façade for approval from the client
- v. Space allocation and furniture layouts
- vi. Stair Location & Details
- vii. General dimensions and openings
- viii. Fire safety Plans
- ix. Ceiling plans
- x. Roof plans showing preliminary drainage layout and equipment locations (if any)
- xi. Large scale partial floor plans of complex areas of important building components
- xii. Longitudinal and transverse building sections showing floor heights, ceiling heights and overall heights
- xiii. Building elevations showing exterior finishes openings and floor levels
- xiv. 3D Visualizations
- xv. Colored interior and exterior perspectives to show the main areas and relations
- xvi. Technical schedules
- xvii. Car park study showing the required car park spaces as per the local codes requirements, international regulations and best practice.
- xviii. Proposed suppliers list and Rough Cost Estimates

- xviii. Schedule of alternatives (with recommendations) for building materials, interior and exterior finishes, methods of construction.

4.1.2 TRAFFIC IMPACT ANALYSIS (TIA)

The Consultant, using latest computer models, will prepare TIA report that will include:

1. Estimation of future traffic generation with and without the project
2. Estimation of traffic volumes at approach routes and critical intersections with and without the project
3. Identification of locations of potential traffic congestion due to the project
4. Estimation of Equivalent Single Axle Load (ESAL) based on latest axle load surveys conducted by NHA/ NTRC
5. Estimation of peak hour and Average Daily Traffic (ADT) volumes
6. Traffic forecast for next 10 years; and
7. Recommendation of remedial measures to overcome potential traffic problems with the project

4.1.3 SOIL / GEOTECHNICAL INVESTIGATIONS

The consultant will carry out subsoil investigations for the complete project area. The consultant shall:

1. Determine general soil condition, bearing capacity, moisture content, water table, and type of soil etc.
2. Pay particular attention and emphasis on the alignment of the roads and location of structures (OHTs etc).
3. Undertake investigation using sufficient bores at appropriate depth and study following properties
4. Particle size distribution using sieve analysis (Soil Classification)
5. Study and analysis of local geology & seismic conditions and recommend measures.

4.1.4 EIA STUDY

The Consultants will conduct an Environmental Impact Assessment (EIA) to ensure that the development options under consideration are environmentally sound and sustainable, and that environmental consequences are recognized early in the project cycle and taken into account in the project planning, route selection and design.

EIA identifies ways of improving the project environmentally and minimizing, mitigating or compensating for adverse impacts.

4.1.5 PRELIMINARY ENGINEERING DESIGN & DRAWINGS

A. STRUCTURAL, ELECTRICAL, NETWORKING, NURSE CALL/ PUBLIC ADDRESS SYSTEM, MEDICAL GASES PIPING SYSTEM, CCTV, FIRE FIGHTING, PLUMBING, (LPG/NG) GAS SUPPLY & HVAC DRAWINGS

- i. Structural design preliminary drawings
- ii. Plumbing preliminary drawings
- iii. Sprinkler & hydrants preliminary drawing
- iv. Electrical preliminary drawings
- v. Networking preliminary drawings
- vi. Earthing preliminary drawings
- vii. Nurse call/ Public address system preliminary drawings
- viii. Medical Gases system preliminary drawings
- ix. LPG/NG Gas Supply System
- x. Fire Detection & Fire Fighting System drawings
- xi. HVAC General arrangement plans
- xii. General arrangement plans- CCTV & security system
- xiii. Standards details

- xiv. Technical schedules
- xv. Proposed suppliers list and Rough Cost Estimates

B. INFRASTRUCTURE AND UTILITIES

Preliminary design and drawings for infrastructure and utilities includes following systems:

- i. Site development
- ii. General Arrangement and layout drawings
- iii. Water supply system
- iv. Gas Supply system
- v. Firefighting system
- vi. Sewerage and Storm water drainage system
- vii. External Electrification, Power and low current distribution networks, Initial load and distribution calculations
- viii. Access Roads, foot paths and walkways
- ix. Gates, Fence and Boundary walls
- x. Any other drawings and systems as viewed necessary.
- xi. Proposed list of supplier and Rough Cost Estimates

C. LANDSCAPE DRAWINGS INCLUDING WATER FEATURES, LIGHTING ETC.

- i. Initial design details of hard and soft landscape
- ii. Details of Proposed plants
- iii. Layout of sidewalks, water features, furniture, etc.
- iv. Proposed lighting philosophy
- v. Proposed list of supplier and Rough Cost Estimates

MEDICAL EQUIPMENT PLANNING

- 1) Consultation with the Client to agree on the basic principles for medical equipment planning and ensure consistence and compliance to the project's requirements
- 2) Preparation of room by room medical equipment list based on phase wise requirements of the hospital and expectations of end-users / Client.
- 3) Preparation of technical specifications for the list of Medical Equipment after consultation with end-users/Client.
- 4) Preparation of medical equipment master and phase wise schedules which encompass all medical related rooms.
- 5) Prepare Equipment Time Schedule in-line with the project's master plan. This plan will incorporate equipment activities / project milestones, pre-installation site inspections, and installation of equipment, testing, calibration and commissioning of equipment, including handover of equipment.
- 6) Prepare list of equipment which has an impact on overall design planning and project costing due to their special installation and utilities services requirements.
- 7) Add equipment layer to the AutoCAD drawings. This layer will include scaled graphic icons for fixed and movable equipment.
- 8) Develop equipment installation and testing procedures in-line with accepted international best practices.
- 9) Prepare budgetary cost estimates for medical equipment.

4.2 STAGE II: DETAILED DESIGN/ WORKING DRAWINGS AND DRAFT TENDER DOCUMENTS

Upon the approval of the preliminary design by the Client, the Consultant shall immediately proceed with the preparation of the detailed design and tender documents of the project, which shall initially be submitted in draft form.

The Detail Design shall comprise detailed and fully coordinated Tender Drawings, Specifications and other Documents including but not limited to the following:

A. ARCHITECTURAL DRAWINGS

- i. Site plan and details, including external works and site development.
- ii. Plans, Sections and elevations
- iii. Windows/ wall sections, etc
- iv. Details of Staircases, Lifts, Dumbwaiters, etc.
- v. Large scale interior and exterior details
- vi. Reflected ceiling / floor patterns plans
- vii. Door schedule and general details
- viii. Windows/Openings schedule and general details
- ix. Finishes schedule and details
- x. Furniture and equipment layouts (developed in coordination with client's biomedical consultant)
- xi. Labs, CSSD, Kitchens, Laundry, Toilets Fixtures and Details
- xii. Directions and signage
- xiii. Location of service lines/ ducts
- xiv. Miscellaneous details to cover the entire project

B. STRUCTURAL DRAWINGS

- i. Foundation layout plans and details
- ii. Floor framing plans and details
- iii. Roof framing plans and details
- iv. Reinforcement details for all reinforced concrete works
- v. Details of expansion joints, water stops, special openings in slabs and beams, etc.
- vi. Stairs, Lifts and miscellaneous structures reinforcement details
- vii. Details of tanking/waterproofing and roof water-proofing

C. PLUMBING SYSTEMS

- i. Floor plans for all system including sanitary drainage system, rain water drainage system with drain fittings, water supply system
- ii. Miscellaneous standard details
- iii. Schedule of sanitary ware
- iv. Schedule of miscellaneous sanitary fittings, towel rails, mirrors, toilet roll holders, etc.
- v. Floor plan showing piping network
- vi. Floor plans showing lighting installations layout

D. MECHANICAL SYSTEMS

- i. Floor plans for all systems including HVAC system, Boilers, Clarifiers and Steam/ hot water Reticulation System
- ii. Medical Gases System
- iii. Miscellaneous standard details

E. ELECTRICAL & FIRE FIGHTING

- i. Floor plans showing low current systems installations layout (telephone, networking System, fire alarm and emergency lighting, CCTV, etc.)
- ii. Main distribution boards, feeders and panel boards schedules
- iii. Power and low current systems preliminary diagrams
- iv. Transformers and generator room equipment layouts and details
- v. Lighting protection and earthing system installations of details
- vi. Nurse Call and Public Address System

F. INFRASTRUCTURE & UTILITIES DRAWINGS

The final design of the various infrastructure and utilities will be produced to include the following drawings:

- i. Detailed Master plan
- ii. Plans and details for the external water supply system
- iii. Plans, sections and details for firefighting water system
- iv. Plans and details for surface drainage system
- v. Plans and details for Gas Supply system
- vi. Details of connections to public utilities and off site utilities
- vii. Details of Roads, foot paths and walkways
- viii. Details of Gates, Fence and Boundary walls
- ix. Plans and details for power and low current distribution networks
- x. Decorative features and details
- xi. Plans and details of external signage
- xii. Appropriate and necessary plans and details as required

G. LANDSCAPE DRAWINGS

- i. Design details of hard and soft landscape
- ii. Design details of sidewalks and water features
- iii. Grading plans
- iv. Planting plans
- v. Lighting layout plans
- vi. Fences
- vii. Landscape Furniture details

H. INTERIOR DESIGN

- i. Floor plans showing space allocation and furniture layouts
- ii. Longitudinal and transverse buildings sections showing floor to floor heights, ceiling heights and overall heights
- iii. Interior building elevations showing interior finishes, openings and floor levels
- iv. Colored interior perspectives to show the main areas and relations
- v. Schedules of alternatives (with recommendations) for building materials, interior finishes and methods of construction, etc.

I. SPECIFICATIONS

The Consultant shall prepare and submit specifications for all project components. These shall include quality control /assurance requirements, product detail, technical specifications and execution and workmanship requirements. The project specifications shall also include performance specifications for custom manufactured and assembled systems. All specifications of materials, equipment, furniture and finishes etc. shall be with proven performance and shall ensure high performance and the capability of withstanding repetitive abuse by users. Specifications of materials shall also be based on being maintenance friendly.

J. BILLS OF QUANTITIES

The Consultant shall prepare and submit a Cost Estimate for the project, supported by fully priced Bills of Quantities. If the Final Cost Estimate exceeds the approved budget of the project, the Client shall have the right to instruct the Consultant to amend, without any additional fees, the Final Design to ensure that the Final Design Cost Estimate does not exceed the Approved Budget, since Consultant having continuously updated the cost estimates throughout the previous Design Stages.

K. DRAFT TENDER AND CONTRACT CONDITIONS

The Consultant shall draft the Tender and Contract Documents include but not necessarily limited to Instructions to Bidder Form of Tender and Appendices to Tender Conditions of Contract any other documents

4.3 STAGE III: FINAL DESIGN & TENDER DOCUMENTS

Following the approval of the Detailed Design, the Consultant shall prepare and submit the Final Design and Tender Documents incorporating the Client's review/comments of the previous stage and the final Bills of Quantities.

Final Design and Tender Documents shall comprise:

Volume 1 – Conditions of Contract [PEC Standard Forms of Contract]

- a) Instructions to Tenders
- b) Form of Agreement
- c) Form of Tender Bond
- d) Form of Performance Bond
- e) Form of Tender and Appendix to Tender
- f) Conditions of Contract comprising
 - Part I - General Conditions of Contract
 - Part II - Conditions of Particular Application

Volume 2 – Specifications [by the Consultant]

These documents (if more than one volume) shall be prepared by the Consultant; each shall be bound and provided with a printed cover.

Volume 3 – Bills of Quantities [by the Consultant]

This document shall be prepared by the Consultant, bound and provided with a printed cover by the Consultant.

Volume 4 – Drawings

Final drawings shall be prepared by the Consultant to appropriate size and listing.

Final Design Report

On completion of the Final Design and Tender Document Stage, the Consultant shall submit a Final Design Report summarizing all stages of the design.

4.4 STAGE IV: TENDERING & PRE-CONSTRUCTION ACTIVITIES

4.4.1 TENDER ADDENDA.

The Consultant shall, subject to the approval of the Client, prepare any addendum to the Tender Documents if and when required. The addendum shall be issued to all Tenderers for incorporation into their Tender Offer in a timely manner.

4.4.2 TENDERS EVALUATION

The Consultant shall attend tenders opening meeting. The Consultant shall evaluate Tenderers' technical / financial offers and shall prepare a Tender Report with analysis and recommendations.

4.4.3 AWARD OF CONSTRUCTION CONTRACT

The Consultant shall:

Assist the Client in the discussions and negotiations with the bidders throughout the process till Contract Award.

Prepare the required number of "Approved for Construction" (AFC) drawings and other contract documents for the construction contract. The AFC drawings shall incorporate all revisions and addenda issued since issue of the tender.

PHASE B: RESIDENT CONSTRUCTION SUPERVISION

4.5 STAGE V: CONSTRUCTION SUPERVISION

4.5.1 SITE HANDOVER AND PREPARATION OF WORKING DRAWINGS

- i. The consultant shall issue handover notice of the site to the Contractor as per the general conditions of contract in coordination with the Client.
- ii. Preparation of all working drawings required in the project.
- iii. Checking and approval of the Contractor' shop drawings.
- iv. Mark-out the building within the site as per the Master Plan.

4.5.2 REVIEW OF CONTRACTOR' IMPLEMENTATION SCHEDULE

The Contractor' proposed implementation schedule shall be reviewed thoroughly by the Consultant. Interrelations between the various activities shall be carefully reviewed particularly with respect to time allocation, staff allocation for each activity, commencement and completion dates. At the end of this procedure, an agreed implementation schedule should be provided by the Contractor to the satisfaction of all parties.

4.5.3 RESIDENT SUPERVISION OF CONSTRUCTION WORKS

- i. The Consultant should provide the necessary supervisory staff to be employed during the period of implementation in executive and supervisory capacities in accordance with the construction contracts. The Consultant will be delegated with all normal duties and powers of the "Engineer" for the implementation of the project.
- ii. It will be the responsibility of the Consultant to supervise all operations on behalf of the Client and to ensure that the work of the Contractor is carried out in a proper workmanship and expeditious manner and in accordance with the contract documents.
- iii. The Consultant will check, approve, reject and record, as the case may be, inter alia, the following:
 - Contractor' construction plant and equipment
 - Materials of construction
 - All testing, procedures and results
 - Construction of site works

- iv. Review and approve all methods proposed by the Contractor for permanent and temporary works, formwork, etc. to ensure conformity with construction contracts and that the work can be carried out safely and in accordance with recognized and accepted practices.
- v. The requirements for the safety of the public near construction sites, Labour working on the site and the health of the construction environment will be monitored by the Consultant. Construction Safety Standards will be approved by the Consultant and every activity will be monitored by the Consultant's resident supervision staff as per these approved standards.

4.5.4 ISSUE OF INSTRUCTIONS TO THE CONTRACTOR

These services will relate to the fulfillment of the Contractor' duties from drawing up and approval of the work program till the completion of works.

The services will include issuing field instructions in writing as required relating to:

- Quality of materials used in the works.
- Equipment and methods of construction
- Supervision, checking and testing of works carried out.
- Clarification of drawings and specifications.
- Progress of works to ensure that the work program is adhered to.
- Safety of Labors and Public near Construction site

The Consultant shall not give any instructions which in his opinion are likely to increase the cost of works without the prior approval of the Client.

4.5.5 ADVICE TO THE CLIENT ON PROGRESS OF WORKS

It is of utmost importance that the progress of the Works be in accordance with the programmed implementation schedule since the timely implementation of the project necessitates strict adherence to the approved timetable. The Consultant will keep the Client advised continuously as to work progress. If any deviation from the implementation schedule occurs, the Consultant will promptly or prospectively inform the Client about the necessary measures to be taken to avoid delays of the project.

4.5.6 INSPECTION AND TESTING OF WORKS

- i. At all stages of implementation, the consultant shall carry out regular inspection of materials and workmanship and acceptance tests to ensure compliance with the specifications. Where work on site at any time during the implementation does not meet the requirements of the specifications, it shall be removed or rectified.
- ii. Carry out inspection at time of substantial completion of the works and arrange, for issuance of the Initial substantial completion Certificate in coordination with the Client.

4.5.7 APPROVAL OF PAYMENT CERTIFICATES

- i. The consultant shall, in parallel with the Contractor, make field measurements of all works done, which will be required for checking and certifying the Contractor' Invoices.
- ii. Certify the entire Contractor' monthly statements and final statement within the time specified in the contract and forward to the Client for arranging payment.

- iii. The Consultant shall, during the course of works, keep accurate records of all dates and quantities of work carried out, all payments made to the Contractor, and all materials and equipment supplied to the site.

4.5.8 REPORTING/ MEETING

- i. The Consultant will keep the Client continually informed on the progress of the works, and all budgetary and financial matters pertaining to the project, by submitting to him the following reports:
 - Weekly and Monthly progress reports including: information on measurements of works executed, equipment and material supplied to site, used and/or stored quality tests on earthworks, concrete works, steel works, sewage and water supply, construction materials and equipment – Safety Measures - labor force variation orders if any - payments made to the Contractor – acceptance tests of structures problems encountered and recommendation made by the consultant - photographs recording (electronic/digital) the progress of work.
 - Final report on completion of works and/or Consultants' assignment. The consultant will prepare and advice on the issuance of the Initial and Final Completion Certificates.
- ii. Arrange site meetings with Contractor at regular intervals required by the Client to discuss progress and quality of works, and resolve any pertaining problem.
- iii. The Consultant shall issue Variation order and claims for extension of time or any change in works according to the contract after obtaining the approval of the Client. The Consultant shall also monitor the contract costs relative to the Client's budgetary provisions.

4.6 STAGE VI: DEFECT LIABILITY PERIOD

- i. Perform at least four periodic maintenance inspection visits during the defects liability period; visits will be conducted by the different disciplines engineers.
- ii. To assess defects and/or construction damage(s) and warranty status on systems. Prepare and submit visit reports with progress on attendance of Punch List.
- iii. Check and recommend the final payment certificate at the end of defects liability period for the Client's approval and comments.
- iv. Preparing a Final Report in a format agreed upon with the Client. This will summarize all the relevant aspects of the Project implementation, and specific recommendations on routine maintenance, highlighting locations requiring special care and attention. A suitable selection from the project photographic records shall be reproduced and included in the Final Report.

4.7 AS BUILT DRAWINGS

Prepare and submit as built drawings on appropriate scale.

5. SUBMISSION OF DOCUMENTS AND DRAWINGS

The Consultant is required to submit all project reports, drawings and documents in the format listed below and recorded on computer media (2 copies) using software and formats standardized and approved by the Client. All items to be provided are deemed to be covered in the overall price submitted by the Consultant.

S. NO	DESCRIPTION	NO.	SIZE	SCALE
DESIGN PHASE				
1	Inception Report	5	As per Requirement	As per Requirement
2	Soil / Geotechnical Investigations Report	5	As per Requirement	----
3	Traffic Impact Assessment Report	5	A4	----
4	Environmental Impact Assessment Report	5	As per Requirement	----
5	Master Plan Report	5	As per Requirement	----
6	Concept Architecture Plan Report	5	As per Requirement	As per Requirement
7	Preliminary Architectural Design Report	5	As per Requirement	As per Requirement
8	Preliminary Engineering Design Report of all Components	5	As per Requirement	As per Requirement
9	Medical Equipment Planning Report	5	As per Requirement	----
10	PC-I	20	As per Requirement	----
11	Detailed Architectural & Engineering Design Report of all Components	5	As per Requirement	As per Requirement
12	Tender Documents	10	As per Requirement	As per Requirement
13	Construction Drawings	5	As per Requirement	As per Requirement
14	Tender Evaluation and Recommendation Reports	5	As per Requirement	As per Requirement
CONSTRUCTION SUPERVISION PHASE				
1	Monthly Progress Report	5	As per Requirement	As per Requirement
2	Quarterly Progress Report	5	As per Requirement	As per Requirement
3	Yearly Progress Report	5	As per Requirement	As per Requirement
4	Completion Report	5	As per Requirement	As per Requirement

6. PROFESSIONAL LIABILITY

Professional liability as stands in the prevalent conduct and practice of Consulting Engineers prescribed by the PEC and provisions mentioned in Rule 80 of Sindh Procurement Rules 2010 issued by the Sindh Procurement Regulatory Authority.

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

7. INTELLECTUAL PROPERTY RIGHTS

- i. All documents, reports, designs, research work and all deliverables prepared by the consultant shall become and remain the property of the Client.
- ii. Any future use of these documents and software by the consultant shall not be done without permission of Client.

8. TIME FRAME

- | | | |
|----|--------------------------------|-----------------------------|
| A. | Design Phase | 6 Months |
| B. | Tendering Phase | 2 Months after Design Phase |
| C. | Construction Supervision Phase | 48 Months |

9. STAFF INPUT

S. NO	DESCRIPTION	NO.	Man-MONTH
DESIGN PHASE			
Professional Staff			
1	Team Leader	01	08
2	Principal Architect	01	02
3	Principal Structural Engineer	01	02
4	Principal Electrical Engineer	01	02
5	Principal Mechanical Engineer	01	02
6	Procurement / Contract Engineer	01	04
7	Architect	02	08
8.	Structural Engineer	02	06
9.	Design Engineer (Public health)	02	04
10.	Design Engineer (Electrical)	01	04
11	Design Engineer (Mechanical & HVAC)	01	04
12	Firefighting Engineer	01	03
12	Road Design Engineer	01	02
13	Landscape Architect	01	02
12	Medical Equipment Planner	01	03

13	Bio-Medical Engineer	01	03
14	Security Planner	01	02
Sub-Total Professional Staff =====>			61
Sub-Professional / Support Staff			
1	Quantity Surveyor	01	06
2	Surveyor	01	02
3	Survey Helper	01	02
4	CAD Operator	06	36
5	Computer Operator	01	08
Sub-Total Sub-Professional / Support Staff =====>			49
Total for Design Phase =====>			110
CONSTRUCTION SUPERVISION PHASE			
Professional Staff			
1	Team Leader (Head Office based)	01	20
2	Resident Engineer	01	48 + 03*
3	Material Engineer	01	48
4	Assistant Resident Engineer (Civil)	01	48
5	Assistant Resident Engineer (MEP)	01	24
Sub-Total Professional Staff =====>			191
Sub-Professional / Support Staff			
1	Quantity Surveyor	01	48 + 03*
2	Site Inspector (Civil)	04	192
3	Site Inspector (E&M)	02	48
4	Surveyor	01	12
5	Survey Helper	01	12
6	Laboratory Technician	01	48
7	Laboratory Helper	01	48
8	Office Manager	01	48
9	Document Controller / Computer Operator	01	48 + 03*
10	Office Boy	01	48 + 03*
Total Professional & Sub-Professional / Support Staff =====>			561
Total for Construction Supervision Phase =====>			752

Above staff positions and their respective inputs are fixed. Any downward adjustment, proposed by any consultant, shall be made good by adding remaining man-months of the highest charge rates. However, consultant may propose upward adjustment both for staff positions & man-months as per their own understanding.

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the [insert day] day of [insert month] of [insert year], between, on the one hand

Dow University of Health Sciences, Karachi (DUHS) having its head office at Baba-e-Urdu Road, Besides Civil Hospital, Karachi-Pakistan (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand,

[Insert Consultant's Name and Address] (Hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) the General Conditions of Contract; (b) the Special Conditions of Contract; (c) the following Appendices:

Appendix A	:	Description of the Services
Appendix B	:	Reporting Requirements
Appendix C	:	Key Personnel and Sub consultants
Appendix D	:	Breakdown of Contract Price in Foreign Currency
Appendix E	:	Breakdown of Contract Price in Local Currency
Appendix F	:	Services & Facilities to be provided by the Client
Appendix G	:	Integrity Pact (for Services above Rs. 10 million)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day, month and year first above written.

FOR AND ON BEHALF OF DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI

WITNESS

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

FOR AND ON BEHALF OF CONSULTANT

WITNESS

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 DEFINITIONS

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

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

1.2 LAW GOVERNING THE CONTRACT

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

1.3 LANGUAGE

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

1.4 NOTICES

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

1.5 LOCATION

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

1.6 AUTHORIZED REPRESENTATIVES

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

1.7 TAXES AND DUTIES

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

1.8 LEADER OF JOINT VENTURE

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

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

2.1 EFFECTIVENESS OF CONTRACT

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

2.2 TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be

specified in the SC, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

2.3 COMMENCEMENT OF SERVICES

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

2.4 EXPIRATION OF CONTRACT

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

The term "Completion of Services" is as specified in the SC.

2.5 MODIFICATION

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

2.6 EXTENSION OF TIME FOR COMPLETION

If the scope or duration of the Services is increased:

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

2.7 FORCE MAJEURE

2.7.1 DEFINITION

- a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 NO BREACH OF CONTRACT

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

2.7.3 EXTENSION OF TIME

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

2.7.4 PAYMENTS

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

2.8 SUSPENSION OF PAYMENTS BY THE CLIENT

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

2.9 TERMINATION

2.9.1 BY THE CLIENT

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

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

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

2.9.2 BY THE CONSULTANTS

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

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

2.9.3 CESSATION OF SERVICES

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

2.9.4 PAYMENT UPON TERMINATION

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

- (a) remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

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

2.9.5 DISPUTES ABOUT EVENTS OF TERMINATION

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 GENERAL

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

3.2 CONSULTANTS NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.

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

3.3 CONFIDENTIALITY

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

3.4 LIABILITY OF THE CONSULTANTS

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

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

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

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

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

3.5 OTHER INSURANCE TO BE TAKEN OUT BY THE CONSULTANTS

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

3.6 CONSULTANTS' ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub consultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.7 REPORTING OBLIGATIONS

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

3.8 DOCUMENTS PREPARED BY THE CONSULTANTS TO BE THE PROPERTY OF THE CLIENT

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

software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

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

3.9 EQUIPMENT AND MATERIALS FURNISHED BY THE CLIENT

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

3.10 ACCOUNTING, INSPECTION AND AUDITING

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 DESCRIPTION OF PERSONNEL

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

4.2 REMOVAL AND/OR REPLACEMENT OF PERSONNEL

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

5. OBLIGATIONS OF THE CLIENT

5.1 ASSISTANCE, COORDINATION AND APPROVALS

5.1.1 ASSISTANCE

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

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

5.1.2 CO-ORDINATION

The Client shall:

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

5.1.3 APPROVALS

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

5.2 ACCESS TO LAND

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

5.3 CHANGES IN THE APPLICABLE LAW

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

5.4 SERVICES AND FACILITIES

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

5.5 PAYMENTS

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

6. PAYMENTS TO THE CONSULTANTS

6.1 LUMP SUM REMUNERATION

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, is specified in the SC. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

6.2 CONTRACT PRICE

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

6.3 TERMS AND CONDITIONS OF PAYMENT

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

6.4 PERIOD OF PAYMENT

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

6.5 DELAYED PAYMENTS

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

6.6 ADDITIONAL SERVICES

Additional Services means:

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

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

6.7 CONSULTANTS' ENTITLEMENT TO SUSPEND SERVICES

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

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

7. SETTLEMENT OF DISPUTES

7.1 AMICABLE SETTLEMENT

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

7.2 DISPUTE SETTLEMENT

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

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

8. INTEGRITY PACT

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

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

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

III. SPECIAL CONDITIONS OF CONTRACT

1.1 DEFINITIONS

- (ca) "Defect Liability Period" means a period of twelve (12) months starting from the date of completion as mentioned in the Completion Certificate during which the Consultants shall responsible test and inspect in detail the works done by the Contractor and get any defects and / or omissions rectified through the Contractor.
- (p) "PROJECT" means FOR DEVELOPMENT OF SCHEMATIC MASTER PLAN, ARCHITECTURAL DESIGN, STRUCTURAL DESIGN, HVAC, ELECTRICAL, PHE, FIRE FIGHTING, MEDICAL GASES, INFRASTRUCTURE, LAND SCAPING ETC., AND RESIDENT CONSTRUCTION SUPERVISION FOR ESTABLISHMENT OF 500 BEDDED TERTIARY CARE TEACHING HOSPITAL (WITH THE PROVISION OF ADDITIONAL 250 BEDS FOR FUTURE EXPANSION) WITH COLLEGE (2800 STUDENTS) FOR MEDICINE AND ALLIED MEDICAL FIELDS AND LIVER TRANSPLANT UNIT (MEDICAL COMPLEX 'A') OF DUHS CAMPUS AT DHA CITY, KARACHI (DCK).

1.2 AUTHORIZED REPRESENTATIVES

The Authorized Representatives are the following:

For the Client:

DOW UNIVERSITY OF HEALTH SCIENCES, KARACHI

Telephone : _____

Facsimile : _____

Email : _____

FOR THE CONSULTANTS:

(Name of Project Manager) _____

(Project) _____

(Address) _____

Telephone: _____

Facsimile : _____

Email : _____

1.3 LEADER OF THE JOINT VENTURE

The leader of the Joint Venture is(name of the Member of the Joint Venture).

1.4 EFFECTIVENESS OF CONTRACT

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties.

1.5 TERMINATION OF CONTRACT FOR FAILURE TO BECOME EFFECTIVE

This sub-clause is deleted in its entirety.

1.6 COMMENCEMENT OF SERVICES

The Services shall commence on the date mentioned in the letter of commencement issued by the Client.

Confirmation of key experts' availability to start the Services shall be submitted by to Client in writing as a written statement signed by each key expert

1.7 EXPIRATION OF CONTRACT

The period of completion of Services shall be fourteen (14) months plus Defect Liability Period from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before 20...

"Completion of Services": Services shall be deemed completed after issuance of Defect Liability Certificate by the Client.

For the purposes of this Clause, Defect Liability Certificate shall mean a certificate duly issued by the Client upon successful completion of Defect Liability Period. Issuance of Defect Liability Certificate shall, wherever the context so permits, absolve the Consultants of all of its liabilities under this Contract except professional liability under Clause 3.4 of the General Conditions read with Clause 3.5 of the Special Conditions of the Contract.

1.8 EXTENSION OF TIME FOR COMPLETION

1. If the scope of Services is required to be increased:
 - a) the Consultants shall inform the Client of the circumstances and probable effects of such increase in Services;
 - b) the increase in scope of Services shall be regarded as Additional Services; and
 - c) the Client may extend the time for completion of Additional Services accordingly, if necessary, as it may deem appropriate.
2. If the duration of Services is required to be increased:
 - a) the Consultants shall request the Client for such increase and shall provide sufficient cause for such extension along with probable effects of such increase;
 - b) the Client may accord such extension if deemed appropriate and may also impose liquidated damages of an amount equal to 0.1 % of the Contract Price if such extension is granted because of delays on part of the Consultants.
 - c) In case the Consultants fail to submit any deliverable within the time period stipulated in this Contract, whether affecting overall timeline of the Contract or not, the Client may also impose interim liquidated damages of an amount equal to 0.05 % of the Contract Price. However, the amount deducted on account of interim liquidated damages for any deliverable shall be reimbursed if the Consultants meets up the overall timeline of the Project at the time of submission of subsequent deliverable.

1.9 EXTENSION OF TIME

If as a result of Force Majeure a party is rendered unable to perform its duties under this Contract, the Client shall determine period of extension of time for completion of such

1.10 INSURANCE TO BE TAKEN OUT BY THE CONSULTANTS

The risks and the coverages shall be as follows:

- a) Professional liability insurance, with a minimum coverage of twice the amount of remunerations, from a AA rated Insurance Company in the format acceptable to the Client, for a period of one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier. The sole beneficiary of the professional liability insurance shall be the Client.
- b) Third party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their personnel or any Sub-consultants or their personnel, with a minimum coverage as per required by law, in Karachi
- c) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided by the Client under the Contract.

1.11 CONSULTANTS' ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL

The Consultants shall seek prior approval from the Client, before any action they propose to take under the following:

- i) Issuing Variations Orders in respect of:
 - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
 - any new item of the Works not envisaged in the Contract and which is determined by the Engineer to be necessary for the execution of Works.
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under this Contract.
- vi) issuance of Certificate of Completion of Works and Defects Liability Certificate
- vii) Final Measurement Statement
- viii) Release of Retention Money
- ix) Any change in the ratios of various currencies of payment.

1.12 DOCUMENTS PREPARED BY THE CONSULTANTS TO BE THE PROPERTY OF THE CLIENT

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

1.13 REMOVAL AND/OR REPLACEMENT OF PERSONNEL

In Sub-Clause (a) the word “provide” should be replaced with “propose”.

At the end of Sub-Clause (a), the following text should be added:

“the Client shall accord its approval, or otherwise rejection, within fourteen (14) working days of receipt of the request for replacement from the Consultants”.

1.14 ASSISTANCE

- (a) The Client shall make available within twenty (20) days from the Commencement Date, all existing data, information, studies and reports related to the project available with the Client. The Client shall also assist the Consultants in obtaining necessary permits wherever required.

1.15 COORDINATION

- (a) The text is replaced hereunder “The Client shall assist the Consultants to obtain any data, approval / clearance relating to the Services as required from other concerned departments and agencies”

1.16 APPROVALS

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

1.17 CONTRACT PRICE

- (a) The amount in local currency is Pakistani Rupees.....
- (b) Remunerations shall be as under:
 - For Planning and Designing, total Pak Rs. is
 - For Construction supervision, total Pak Rs. is

1.18 TERMS AND CONDITIONS OF PAYMENT

[Note: Terms and Conditions of Payment provided below is meant for sample reference. This may be edited, if needed.

An advance payment ten per cent (10%) of local currency, shall be made within thirty (30) days of signing of the Contract.

The time period to request for advance payment shall be thirty (30) days after signing of the Contract. However, advance payment shall only be released after submission of bank guarantee, separate from the performance guarantee, securing the full amount of advance payment, issued by the scheduled bank of Pakistan, against the requested advance payment in the format acceptable to the Client.

Design Phase

A lump sum amount in local currencies against Planning and Design shall be paid to the Consultants for the Services.

PAYMENTS SHALL BE MADE ACCORDING TO THE FOLLOWING SCHEDULE:

S. NO	DELIVERABLES	PERCENTAGE OF DESIGN FEE
1	On submission of Inception Report	05%
2	On submission of Soil / Geotechnical Investigations Report	02%
3	On submission of Traffic Impact Assessment Report	03%
4	On submission of Environmental Impact Assessment Report	06%
5	On submission of Master Plan Report	10%
6	On submission of Medical Equipment Planning Report	08%
7	On submission of Concept Plan Report	05%
8	On submission of Preliminary Architectural Design Report	15%
9	On submission of Preliminary Engineering Design Report of all Components	18%
10	On submission of PC-I	03%
11	On submission of Detailed Architectural & Engineering Design Report of all Components	15%
12	On submission of Tender Documents	03%
13	On submission of Construction Drawings	05%
14	Tender Evaluation and Recommendation Reports	02%

Construction Supervision Phase

- (a) A lump sum amount in local currency against Construction Supervision shall be paid to the Consultants for the Services to be completed within a period specified.
- (b) An amount of Rs.....(amount in words) shall be paid per month for months. In case the Services are completed before the scheduled date of completion stated in Clause 2.4, the balance amount shall be paid to the Consultants with their final bill.
- (c) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit their bill in duplicate to the Client. Supporting documents shall be submitted for reimbursable direct costs expenditure, if any.

1.20 DELAYED PAYMENTS

The compensation on delayed payment related to the Consultants' shall be @KIBOR (Annual) + 0.5% per annum

1.21 PERFORMANCE GUARANTEE

(a) Submission of Performance Guarantee:

The Consultant shall submit performance guarantee, in the form of a bank guarantee issued by a scheduled bank of Pakistan in the format acceptable to the Client, of an amount equal to ten per cent (10%) of the Contract Price mentioned in Appendix E to this Contract. The performance guarantee shall remain effective until issuance of Defect Liability Certificate by the Client.

(b) Release of Performance Guarantee:

The Client shall release seventy five per cent (75%) of the performance guarantee after formal handing over of the Project to the Client. Rest of the performance guarantee i.e. twenty five per cent (25%) shall be released after issuance of Defect Liability Certificate by the Client.

(c) Utilization of Performance Guarantee:

The Performance Guarantee may be utilized by the Client for the purposes of settlement of any claim of the Client, either in full or in part, arising out of the following, inter alia:

- i. For recovery of any sums recoverable from the Consultant in case of violation of the integrity pact;
- ii. For indemnification of the Client for any liability accrued by it due to an unwarranted act / omission of the Consultant, its Sub-Consultants, and / or its employees;
- iii. For recovery of any excess payment made by the Client to the Consultant only in a case where the Client had made a written request to the Consultant for return of such excess payment and such request had not been met with by the Consultant; and
- iv. Any other purpose which the Client deems appropriate.

APPENDIX-A

DESCRIPTION OF THE SERVICES

[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.]

APPENDIX-B

REPORTING REQUIREMENTS

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports:

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal; etc. If no reports are to be submitted, state here "Not applicable".]

APPENDIX-C

KEY PERSONNEL AND SUB-CONSULTANTS

[List under:

C-1 Title [and names, if already available], activities of job descriptions of key Personnel to be assigned to work and staff-months for each.

C-2 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1.]

APPENDIX – D

BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

NOT USED

APPENDIX - E

BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

[List here the elements of cost used to arrive at the breakdown of the Contract Price-local currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure related to:
 - (a) Support staff, and work charged staff;
 - (b) Office expenditures related to:
 - (i) rentals;
 - (ii) furnishing and equipment;
 - (iii) operation and maintenance of office, office equipment and furniture, office supplies.
 - (c) Transport including running and maintenance, and other associated costs;
 - (d) Travelling etc.
 - (e) Other costs
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2).

Note:

1. Each item of reimbursable direct costs expenditure shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.
2. This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]

APPENDIX - F

SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

The Client shall make available the following Services and Facilities:

1. SERVICES AND FACILITIES OF THE CLIENT

The Client shall make available to the Consultants, Sub-consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property, at the times and in the manner specified hereunder:

(a) _____

(b) _____

(c) Rent will be charged by the Client only for the family status accommodation provided to the Personnel, in the Client's colonies, at the following rates:

Type of Accommodation Monthly Rent (Rs)

.....

(d) No rent will be charged for single status residences provided by the Client to the Personnel.

2. LODGE ACCOMMODATION

If requested by the Consultants, the Client shall provide lodge accommodation, if available, to all Personnel of the Consultants or the Sub-consultants when on visit to various parts of the Project area or any other station where such facilities or the lodge accommodation of the Client exists (and provided that the Personnel of the Consultants or the Sub-consultants visit that place in connection with the Project) under the same terms and conditions as the Client's staff is entitled.

APPENDIX - G

(INTEGRITY PACT)

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

Contract No. _____

Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]