

**TENDER/BIDDING DOCUMENTS FOR THE  
ENGAGEMENT OF ENGINEERING  
CONSULTANCY FIRM**

**FOR**

**THE PROVISION OF CONSULTANCY SERVICES  
(DESIGN & ENGINEERING) TO VICE CHANCELLOR  
SBBU, SHERINGAL FOR DESIGN AND EXECUTION OF  
CIVIL WORKS COMPONENT UNDER THE HEC PSDP,  
GOVERNMENT OF PAKISTAN FUDNED PROJECT/PC-I  
TITLED**

***“FLOOD PROTECTION WALL AND OTHER REQUIREMENTS OF  
SHAHEED BENAZIR BHUTTO UNIVERSITY, SHERINGAL, DIR  
UPPER”***



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# SHAHEED BENAZIR BHUTTO UNIVERSITY, SHERINGAL

Dir Upper, Khyber Pakhtunkhwa,

Ref # SBBU/P&D/Tdr/2023 -

## EXPRESSION OF INTEREST FOR ENGAGEMENT OF CONSULTANT(S):

Shaheed Benazir Bhutto University, Sheringal, Dir Upper is a public sector University invites applications on single stage-two envelope procedure (PPRA-36/b) from well reputed national & international engineering consultant firms, registered and licensed with/by Pakistan Engineering Council (PEC) for the engagement of consultant(s) for planning, design & detail supervision of the University's Project/PC-I titled "Flood Protection Wall and Other Requirements of Shaheed Benazir Bhutto University, Sheringal, Dir Upper" funded by Higher Education Commission, Government of Pakistan. The method of selection will be **Quality and Cost-based Selection (QCBS)**.

### Scope of Consultancy Services:

1. Detail planning and design (architectural, structural, PHEC electrical etc.) of different civil works components of the project;
2. Preparation of detail engineer estimates and tender/bidding documents & specifications etc.; for hiring of contractors.
3. Resident supervision from initiation till completion of the project.
4. Any other activity conducive to achieve the objectives of the project.

### Terms & Conditions:

- The detailed terms & conditions and TORs are in EOI/Tender/Bid Documents.
- Tender documents can be downloaded from the University website [www.sbbu.edu.pk](http://www.sbbu.edu.pk).
- The interested bidders should submit a single bid package containing two separate sealed envelopes. One envelope shall be marked and contain the "Technical Proposal" and the other as "Financial Proposal".
- At the top left corner of the sealed package, it should be clearly stated "Tender documents for EOI with name of Engineering Consultant Firm".
- Initially the envelop marked as Technical Proposal will be opened and evaluated in manner prescribed in bidding documents, while financial proposals will be kept in custody unopened for the time being.
- The interested firms are invited to visit the proposed site (s) at the university for preparation of their bids.
- The financial proposals of those firms who are technically shortlisted, will be opened and evaluated in the presence of their authorized representative (s).
- All bid offers shall be valid for 120 (one hundred and twenty) calendar days from the date of opening of bids.
- The firm(s) should quote their bid rates in percentage terms.
- Applicants will be informed, in due course, of the result of the evaluation of applications through correspondence, media and website etc.
- The Consultancy firms, furnishing wrong information, are liable to legal action.

- The EOI/applications shall be prepared as per instructions of Tender/Bid Documents complete in all respects, should reach the office of the undersigned on or before 11.00 am 11/10/2023.
- The bids shall be opened on the same day at 11.30 am sharp in the presence of the authorized representative(s) on interested bidders.
- Bids received after due date shall not be entertained.
- The advertisement is also available on PPRA and KPPRA websites.
- Errors and omission, if any, are subject to rectification by the University.

**Deputy Director P & D**

Shaheed Benazir Bhutto University, Sheringal, Dir Upper

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## **1) Introduction:**

### **1.1. Profile of the University:**

Shaheed Benazir Bhutto University, Sheringal Dir Upper (SBBU, Sheringal) is a public sector university, enacted through Regulation – 2009 on 6<sup>th</sup> October 2009, Government of Khyber Pakhtunkhwa. The university is located in beautiful valley of Sheringal at a distance of about 26 KM from Dir City. The SBBU, Sheringal is delivering quality education and research in the fields of Forestry, Pharmacy, Environmental Science, Botany, Biotechnology, Zoology, Management Sciences, Computer Sciences, Mathematics, Sociology, English etc. The current enrollment of students is 3700 with about 350 faculty and supporting officers and staff.

The campus land is 416.16 Kanal, having constructed approximate covered area of 500,000 square feet, encompasses academic, research, residential and ICT infrastructure, while one mega development project is under progress.

At present, the Shaheed Benazir Bhutto University, Sheringal, Dir Upper (so called the Employer) intends to engage and appoint a well reputed engineering consultant firm, registered with PEC and other bodies required as per law, having sufficient experience in rendering consultancy services in planning, design and construction supervision etc. in Pakistan during last 5 years and above, in connection with the planning, design & detail supervision of the civil works components in the newly approved HEC, Government of Pakistan PSDP funded Project/PC-I titled “Flood Protection Wall and Other Requirements of the Shaheed Benazir Bhutto University, Sheringal, Dir Upper” at Shaheed Benazir Bhutto University, Sheringal, Dir Upper. In order to execute this new PSDP funded project within its approved cost, time and assurance of quality parameters, this document is issued for use of prospective bidders.

### **1.2. Scope of the Tender/Bid Document:**

The basic aim of this document titled as “Tender/Bid documents for Engagement of Engineering Consultant Firm” is to maintain “good practice” in the employment of consultant. The document includes procedure and instructions which appropriately fulfil the provision of open and fair competition as it does for maintaining the entire selection process transparent. Accordingly, it offers assistance to Employers (Users of Consultants’ Services) and perspective bidders in the following areas, covered under respective sections.

- Defining Scope of Consultants’ Services and Drafting the Terms of Reference.
- Estimation of Consultants’ Input and Costs
- Letter of Invitation/Invitation Documentation
- Evaluation of Proposals

- Negotiation of Consultants' Contract.

In order to adequately cover the relevant factors for evaluation of the technical proposals and the detailed procedure for application of these factors, the relevant weightages are assigned to these factors, shall inter alia include the following:

- The consultants' competence and experience relevant to the assignment;
- Qualifications and experience of the proposed personnel.
- Quality of approach and methodology to include understanding of project needs, methodology to implement/perform the activities/sub-activities, work plan, organization of the Team, time schedules, the consultant's proposal for implementation of the assignment etc.

It is required to provide and define how the selection committee constituted for evaluation of proposals will apply and use these factors for relative ranking of the qualifications of the firms submitting the proposals. This document appropriately and adequately covers these aspects in detail and provides a system/process containing necessary guidance and options to the selection committee.

### **1.3. Applicable Government of Pakistan Ordinances/Acts/By-Laws to Govern the Tender and Contract Administration thereof:**

The detail terms and conditions are provided in this EOI/bid document for facilitation of bidders to submit their bids. However, the contract administration will consider the following documents in drafting and signing of the detailed contract document with best evaluated bidder/selected consulting firm.

- I) Public Procurement Regulatory Authority Ordinance - 2004 and subsequent amendments and SROs in respect of procurement of consultancy services.
- II) Pakistan Engineering Council (Conduct and Practice of Consulting Engineers), Bye-laws, 1986.
- III) Standard Procedure for "Evaluation of Proposals for Procurement of Engineering Services" (2009).
- IV) PEC, Standard Form of contracts for Engineering Consultancy Services (Lump Sum Assignment), (2007).
- V) Minutes of Meeting of CDWP, Planning Commission, Govt. of Pakistan.
- VI) Administrative Approval (HEC), PC-I provisions.

## **2. Objectives of the Consultancy: -**

The services of Engineering Consultant(s) are to be procured to achieve the following objectives:

- i) To provide engineering expert service/advise in pre-construction, construction, and post-construction phase of the project.
- ii) To prepare detailed engineering designs & cost estimates of the project to ensure effective & efficient utilization of the public money which fulfill all the needs of the Shaheed Benazir Bhutto University, Sheringal, Dir Upper.
- iii) To ensure the suitability/accuracy of designs, quality construction and transparent project management and execution.
- iv) To supervise the huge public investment and expenditure on project for better utilization of money, so that this investment has its earned value impact on social uplift of the ultimate users and stakeholders of the University.
- v) To mitigate/resolve probable technical problems/deadlocks associated with the project and hence accelerate project execution.
- vi) To ensure technically sound project implementation and contract administration approaches/methodology.
- vii) To ensure proper project time schedule, cost, quality compliance and close-out.

The Consultant shall be required to provide necessary service/support to the Shaheed Benazir Bhutto University, Sheringal being the implementing agency in engineering and contract management aspects of the project, so that above mentioned objectives shall be achieved.

### 3. Scope of the Work:

- a) **Description of Project Civil Works Component:** The scope of the civil works under the instant project comprises the following activities: -

S.No.	Project Civil Works Component	Covered Area	Cost (Rs. in Million)
i.	Construction of flood protection wall	4,200 Rft	222.313
ii.	Rain water drains system	1-Job	39.783
iii.	Construction of Security Huts/Posts	03 no	7.615
iv.	Construction of female faculty hostel	9,470 Sft	69.601
	<b>Total</b>		<b>339.313</b>

- b) **Location;** SBBU, Sheringal, Dir Upper

- c) **Consultancy duration:**

The consultancy duration effective from date of Award and Signing of Contract:

- Design and Documentation = 2 Months
- Resident Supervision = 20 Months
- Total duration = 22 Months**

#### d) **Brief TORs:**

In order to achieve, the scope of the project civil works component within approved costs and time schedule as per PC-I provisions, the brief of the consultancy services to be performed by the consultant(s) shall include but not necessarily limited to the following activities:

- (i) Perform Soil/Geotechnical Investigations in pre-construction phase of civil works, if required at project(s) site.
- (ii) Preparation of a full set of Engineering Designs (Architectural, Structural, Electrical, Plumbing and Utilities drawings, where required), necessary for the successful implementation of the project civil works component.
- (iii) Prepare Detail Engineers' Costs Estimates based on applicable MRS Govt. of Khyber Pakhtunkhwa and on current Market Rates for procurements as per standard legal, financial and engineering procedure etc.
- (iv) Preparation of technical specifications, BOQs, bidding documents, bids evaluation reports, contract documents etc.
- (v) Providing resident supervision, quality assurance, time and cost control, for the project civil works components.

### **4. Instructions to Consultants:**

#### **4.1. Definition(s):**

In this tender/bidding documents, unless there is anything repugnant in the subject or context; -

- a) **"Bidding"** means the formal procurement procedure under which sealed bids are invited, received, opened, examined and evaluated for the purpose of awarding contract.
- b) **"Consultant"** means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms, all other works related for construction of works.
- c) **"Contract"** means an agreement enforceable by law and includes all conditions of the contract.
- d) **"Architect or town planner"** as defined in the Pakistan Council of Architects and Town Planners Ordinance, 1983 (IX of 1983):
- e) **"Consulting engineer"** means any person, partnership, corporate body or any other legal entity which independently performs study, prepares reports, makes design, supervises project implementation, construction, fabrication or

similar advisory activities in the engineering disciplines and is registered or licensed as such by the Council;

- f) **“Employer”** means an individual person, firm, corporate body, public authority or any other agency who wishes to engage the services of a consulting engineer for rendering professional services on engineering and allied works; **hereafter** referred to Shaheed Benazir Bhutto University, Sheringal, Dir Upper (abbreviated as SBBU, Sheringal) with which the appointed Consultant will sign the contract for the prescribed services;
- g) **“Pakistani consulting engineer”** means an enterprise registered as such by the Council;
- h) **“Project”** means the engineering and allied work described in the scope of professional services to be rendered by the consulting engineer for the employer;
- i) **“Quality and Cost-based selection”** means the method of evaluating proposals, in which the consulting firms participating in the proposals are ranked in order of weighted evaluation awarding minimum 70 (seventy) per cent for technical proposal and 30 (thirty) per cent for financial proposal;
- j) **“Negotiations”** means joint deliberations between employer and the consulting engineers for making adjustment in the given proposals, if needed, in respect of technical services, financial terms and legal contracts based on terms of reference, methodology, work plan, activity, staff schedule, etc.
- k) **“Supervision”** with its grammatical variations and cognate expressions means detailed and resident supervision of the construction or fabrication of engineering works by a consulting engineer; and
- l) **“Top supervision”** with its grammatical variations and cognate expression means supervision as and when needed from a consulting engineer to assist or advise some other supervisory authority as required by the employer. Consulting engineer rendering such top supervision is barred from verifying the contractor’s payment. Liability for such top supervision shall be mutually agreed between the parties except those in bye-laws.
- m) **“Day”** means calendar day including holiday.
- n) **“Government”** means the Government of Pakistan.
- o) **“Proposal”** means the Technical Proposal and the Financial Proposal.
- p) **“Committee”** means the Bid Opening and Evaluation Committee of SBBU, Sheringal for shortlisting and hiring of engineering consultant firm(s).
- q) **“Sub-Consultant”** means any person or entity to whom the Consultant subcontracts any part of the Services.



## **4.2. Introduction to Bid:**

**4.2.1)** The “SBBU, Sheringal” being the “Employer” will technically evaluate the bids and shortlist the bidders, in accordance with the method of selection as specified in this Tender/Bid Documents.

**4.2.2)** The financial proposal of technically qualified firms will be opened and evaluated in prescribed procedure. The proposal will be the basis for contract negotiations and ultimately for a signing of contract with the best evaluated bidders/ appointed Consultant as **per Clause # 1.3 (Applicable Government of Pakistan Ordinances/Acts/By-Laws to Govern the Tender and Contract Administration).**

**4.2.3)** Consultants should familiarize themselves with the terms and conditions, rules and by-laws and take them into account while preparing their bid proposals as per clause # 1.3 of this document. Consultants are encouraged to ask for any query, they may liaise with “Employer” for gaining better insight into the assignment.

**4.2.4)** Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation.

**4.2.5)** The “SBBU, Sheringal” reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

## **4.3. Conflict of Interest:**

**4.3.1)** Consultants are required to provide professional, objective, and impartial advice and holding the “University’s” interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest.

**4.3.2.** Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the “University”, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

**4.3.3)** Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

**(i)** A Consultant (including its Personnel and Sub- Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.

**(ii)** A Consultant (including its Personnel and Sub- Consultants) that has a business or family relationship with “Employer” staff who is directly or indirectly involved in

any part of Contract may not be awarded unless the conflict stemming from this relationship has been resolved.

## **5. Fraud and Corruption:**

Consultants should observe the highest standard of ethics during the execution of Contract. The ‘corrupt and fraudulent practices’ includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

## **6. Eligibility of Consultants:**

**6.1. Mandatory Requirements:** This Invitation for Consultants is open to all companies/firms/Joint Ventures etc. meeting with the following mandatory requirements. Please provide photocopies of requisite documents.

- *Duly licensed/registered by the Pakistan Engineering Council (PEC) for FY-2023-24 as engineering consultant.*
- *PEC certificates, CVs and appointment letters of proposed key professional staff (Design Engineers and RE) shall be submitted and CVs signed by the proposed key professional staff.*
- *The Proposed Architect shall be a member of PCATP.*
- *Enlisted by the Federal Board of Revenue (FBR) in ATL and Khyber Pakhtunkhwa Revenue Authority as active taxpayer for FY 2023-24.*
- *In case of Joint Venture, documents to substantiate the forming of JV/Association as per guidelines/by-laws of the governing body (PEC/PCATP), if any and Power of Attorney to declare lead firm for that project.*
- *A certificate/affidavit that the firm has not been blacklisted or debarred by any Government/Autonomous/International Body.*

**Note:** The interested bidders (Consultancy Firms), not fulfilling the aforesaid mandatory requirements for eligibility, shall not be considered for both technical and financial evaluation further as per evaluation criteria provided in Bid Documents (**Evaluation Criteria**).

**6.2.** The interested bidders should submit a single package containing two separate sealed envelopes. One envelope should mark and contain the “**Technical Proposal**” and the other as “**Financial Proposal**”.

**6.3.** Initially the envelop(s) marked as Technical Proposal will be opened and evaluated in manner prescribed in advance in bidding documents, while financial proposals will be kept in custody of the university without being opened.

6.4. The firms interested are invited to visit the proposed site(s) at the university for preparation of their bids before submission.

6.5. The financial proposals of those firms/vendors who are technically shortlisted will be opened and evaluated in presence of their authorized representative (s).

## **7. Clarification and Amendment in Tender/Bid Documents:**

7.1. Consultants may request for a clarification of contents of the tender/bid documents in writing, and the "University" shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of submission and opening of proposals. The "University" shall communicate such response to all parties who have obtained Tender/Bid document without identifying the source of inquiry.

7.2. At any time before the submission of bid proposals, the "University" may amend and issue an addendum/corrigendum in writing. The addendum shall be advertised or sent to all Consultants and will be binding on them. Consultants 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 the amendment is substantial, extend the deadline for the submission of Proposals.

## **8. Preparation of Proposals:**

8.1. In preparing their Proposal, Consultants are expected to examine in detail the documents, nature of work, etc.

8.2. The consultants are encouraged to co-ordinate for any query with representative of the "Employer".

## **9. Language:**

Written language will be English.

## **10. Technical Proposal Format and Content:**

10.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) In preparing the technical proposal, the Consultants are expected to examine all terms and instructions included in this Document. Failure to provide pertinent information shall be at their risk and may result in rejection of consultants' proposal.

(ii) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub consultancy, as appropriate.

(iii) It is desirable that the majority of the key professional staff proposed, be permanent employees of the firm or has an extended and stable working relationship with it.

(iv) Proposed professional staff must, at a minimum, have the experience, preferably working under similar geographical condition.

(v) Alternative professional staff shall not be proposed, and only one curriculum vita (CV) shall submit for each position.

## **10.2 The Technical Proposals shall provide the following information:**

Interested parties are required to furnish their applications along with the following information with documentary evidence positively.

### **i) List of Documents/Credentials to be Submitted:**

**Please provide the necessary documents mentioned below and avoid unnecessary documentation for timely evaluation of bids.**

- Specimen of the Letter of Request for applying for the bid to be typed on the Letter Head of the Company, duly signed and stamped by the Authorized Person (Sample letter is attached as **Annexure - A**).
- A brief description of the consultant organization with particulars about complete company profile (name and address of company and branch office (s) if any, status of the firm i.e., proprietorship, partnership or a limited company with name of the principal persons(s)) etc., vision and mission, core business principles and values. Avoid unnecessary details.
- Organizational set up and list of full time technical and supervisory staff along with their CVs and other credentials.
- Fresh Registration/Valid License issued by Pakistan Engineering Council, Islamabad up to 31/12/2023 or duration applicable.
- Details of works/services of similar nature already completed or in hand, indicating their contract quantum/cost, duration of contract, nature of firm involvement, local/international and satisfactory certificates from the concerned Executive Officer(s).
- Details of Software Packages, equipments etc. required for consultancy services.
- Banker's Certificate of Financial Standing for last 3 years.
- Last 03 years Audited Financial Statements by a Chartered Accountancy Firm.
- Affidavit regarding non-involvement in any arbitration/ litigation with any government agency/ department.
- FBR NTN registration and registration with Khyber Pakhtunkhwa Revenue Authority.

- Any other relevant information to facilitate in decision making includes:
  - ii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing.
  - iii) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last several years.
  - iv) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment.
  - v) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring.
  - vi) Any additional information required by the “Employer”.

**10.3) The Technical Proposal shall not include any financial information.**

**11. Financial Proposals:**

**11.1:** The Financial Proposal shall be prepared considering the scope and nature of the work, which shall be opened after technical qualification on the basis of technical proposals.

**11.2:** The interested firms should quote their rates on percentage basis for their professional consultancy services of total cost of civil works i.e., detail design and documentation, detail supervision etc. (preparation of detail design, detail engineer estimate, bid documents for contractors to be exclusively hired for the civil works component of the project etc.).

**Sample Financial Proposal Format (Summary of Cost of Consultant)**

S.No.	Description	Amount (Rs.)	Annexures may be submitted if needed
1	Design fee		
2	Detail Supervision		
3	Contingencies		
	<b>Total</b>		

**Note:** Shall be quoted as % of cost of the civil works component as described in scope of work, Section # 3.

## **12. Taxes:**

The Consultant will be subject to all admissible taxes as per laws of the FBR and KPRA including stamp duty and service charges at a rate prevailing on the date of contract, levied by the Government.

## **13. Submission of Proposals:**

Proposals shall contain no interlineations or overwriting and submitted accordingly.

### **13.1. Proposal Submission Requirements:**

**13.1.1** For this bidding, **the PPRA's, Single Stage - Two envelope procedure** for open competitive bidding is adopted. Details are as under;

#### **a) Stage-I (Technical Proposal):**

(i) The bidders shall first submit, according to the required documents, profile, brochure, technical proposal without price;

(ii) The technical proposal shall be evaluated in accordance with the specified evaluation criteria and requirements of the "Employer"; and may be discussed with the bidders regarding any deficiencies, unsatisfactory technical features etc.

(iii) **The "SBBU, Sheringal" may revise, delete, modify or add any aspect of the technical requirements or evaluation criteria, or it may add new requirements, provided that such revisions, omissions, deletions, modifications or additions are communicated to all the bidders equally.**

(iv) Those bidders not willing to conform their respective bids to the "University's" technical requirements may be allowed to withdraw from the bidding.

#### **b) Stage-II (Financial Proposal):**

(i) The financial proposals of the bidders, whose technical proposals are accepted and approved, will be opened in the presence of their authorized representatives.

(ii) The result of financial proposals of technically qualified firms shall be communicated to the bidders.

(iii) The bid found to be the best evaluated bid shall be accepted:

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**Note:** In case of any deficiency and confusion, the **Procurement of Consultancy Services (Single Stage - Two Envelope Procedure) (Lump sum-based contract) of PPRA and PEC shall be considered.**

#### **13.1.2. Bid validity:**

The bid validity period is 120 days from the date of submission and opening of bids.

#### 14. Proposal Evaluation:

From the time the proposals are opened to the time, the Contract is awarded, the Consultants should not contact the “SBBU, Sheringal” on any matter related to its Technical and/or Financial Proposal. Any effort by consultants to influence the “University” in the examination, evaluation, ranking of proposals, and recommendation for award of Contract may result in disqualification.

#### 14.1 Evaluation of Proposals:

Consultants/Consultancy Firms/Joint Ventures etc., fulfilling the eligibility requirements as stated above in section # 6.1, shall only be considered for further evaluation as per evaluation criteria provided hereunder.

#### 14.1.1: Parameters of Technical Evaluation:

Sections	Score	Score obtained
A. Profile	15	
B. Experience	30	
C. Technical staff	25	
D. Approach & Methodology	30	
<b>Total</b>	<b>100</b>	

**Note:** The cut-off level for minimum threshold marks for the technical qualification of consultants/ consultancy firms/ Joint Ventures etc. shall be at least 70% and above of the total points.

#### Technical Evaluation Scoring/Marking Proforma:

A. Profile					
S.No.	Attributes	Maximum Score	Score Distribution	Score obtained	Requirements
1	Valid Registration/ License issued by PEC	4	4		Certificate
2	NTN FBR and KPRA Registration	2	1 each		Certificate
3	Financial Strength (last 3 years)	4	4		At least Rs. 40 million turnovers (total revenue) with consultancy service
			3		At least Rs. 30 million turnovers (total revenue) with consultancy services

			2		At least Rs. 20 million turnovers (total revenue) with consultancy services
			1		At least Rs. 10 million turnovers (total revenue) with consultancy services
3	company established (No. of years)	3	3		10 or more years ago
			2		7 years ago
			1		5 years ago
4	Location of Offices	2	2		Offices at Peshawar and other places of Pakistan
			1		Office in only one city
	<b>Total</b>	<b>15</b>			

### B. Professional Experience:

5	<p><b>Completed projects:</b></p> <p>Successful completion of projects of other organizations (01 mark per project of at least Rs. 300 million each with all the planning, design and supervision stages).</p> <p>List of the projects (s.no., project name, project cost, consultancy cost, employer name, period, status etc.) and documentary evidence i.e. letter of acceptance/work order, completion certificate, satisfactory reports etc. shall be provided of each project.</p>	05	05		Government Sector
			03		Private Sector organizations
6	<p><b>Completed projects:</b></p> <p>Projects of similar nature, particularly in education sector</p>	20	20		At least 10 & above projects
			10		At least 5 & above projects



	preferably in universities/DAIs/Degree Colleges (02 marks per project of at least Rs. 200 million each).  List of the projects (s.no., project name, project cost, consultancy cost, employer name, period, status etc.) and documentary evidence i.e. letter of acceptance/work order, completion certificate, satisfactory reports etc. shall be provided for each project.		06		At least 3 & above projects
			02		At least 01 & above projects
7	<b>Ongoing Projects:</b> Projects of similar nature, particularly in education sector preferably in universities/DAIs/Degree Colleges (01 marks per project of at least Rs. 200 million each).  List of the projects (s.no., project name, project cost, consultancy cost, employer name, period, status etc.) and documentary evidence i.e. letter of acceptance/work order, completion certificate, satisfactory reports etc. shall be provided for each project.	05			01 point for each project
	<b>Total</b>	<b>30</b>			

### C. Engineers & Technical Staff (No. of Staff)

8	<b>Structure/Design Engineer(s)</b>  M.Sc./MS/M.Phil. or above in Structure Engineering with 10 years' relevant experience.	6	6		At least 03 no.
			4		At least 02 no.
			2		At least 01 no.

9	<b>Architects:</b> Bachelor of Architecture or above having registration/ membership with/of PCATP with at least 10 years relevant experience	4	4		At least 02 no.
			2		At least 01 no.
10	<b>Public Health Engineer</b> B.Sc. (Civil Engineering) with 10 years' relevant experience.	3	3		At least 01 no.
11	<b>Contracts Engineer/Manager</b> B.Sc. (Civil Engineering), LLB, Master in Economics or Finance with 10 years' relevant experience.	2	2		At least 01 no.
10	<b>Resident Engineers:</b> (B.Sc. (Civil) 1 <sup>st</sup> Division with at least 10 years or B.Sc. 2 <sup>nd</sup> Division with 15 years' experience or DAE with at least 20 years professional experience in projects of similar nature	4	4		02 marks per no.
11	<b>CAD Operator/Auto CAD Expert:</b> D.A.E Civil with Auto CAD (2D+3D) certificate with 05 years relevant experience	1	1		01 mark per no.
12	<b>Site Supervisors:</b> DAE Civil with at least 05 years professional relevant experience	3	3		01 mark per no.
13	<b>Quantity Surveyors:</b> DAE Civil with at least 05 years relevant experience	2	2		01 mark per no.
	<b>Total</b>	<b>25</b>			

<b>D. Approach &amp; Methodology:</b> (Please provide required documentary evidence)					
13	<b>Understanding of the objectives</b>	03	03		
14	<b>Quality of Methodology:</b> (The methodology should cover all phases of the Project, all components of the project and all activities of the project individually)	07	07		
15	<b>Work Plan:</b> i. Activity Schedule(s) ii. Team Organization - Bar Chart - CPM Schedules iii) Staff duty Matrix iv) Staffing Schedule v) Estimate of Staff Months	10	10		Each point carry 2 marks.
16	<b>Innovativeness:</b> i. Survey & Investigations ii. Design parameters iii. Implementation management iv. Training	04	04		Each point carry 1 mark
17	<b>Presentation/Proposal:</b> - Conciseness - Clarity - Completeness	06	06		Excellent: 06 Marks, Very Good: 04 Marks Good/Satisfactory: 02 Marks
	<b>Total</b>	<b>30</b>			

#### 14.2.1: Parameters of Financial Evaluation:

The quality and cost-based selection (QCBS) as PPRA rules is adopted for evaluation of bids.  
The distribution is under:

**Technical Bid: 70%, Financial Bid: 30%**

1) Technical Bid Score: Marks obtained by Firm/100 \* 70% = \_\_\_\_\_

2) Financial Bid Score:  $M/B * W =$  \_\_\_\_\_

**M → Minimum Bid**

**B → the bid**

**W → Weight (30%)**

**Total Score = Technical Bid Score + Financial Bid Score**

**14.3.** After the technical evaluation is completed, the “SBBU, Sheringal” will notify and upload the Technical Evaluation Report on University website to the Consultants that have secured the minimum qualifying marks, allowing a reasonable time, for coming to the opening of Financial Proposals.

**14.4.** The Bid Opening & Evaluation Committee, SBBU, Sheringal 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, 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.

**14.5.** The consultants may be called for demonstration/presentation, if required by the University.

### **15. Award of Contract:**

**15.1** The “SBBU, Sheringal” shall award the Contract to the best evaluated bidder, and the same would be communicated to all participants accordingly.

**15.2** After receiving of award of contract, the selected consultant is required to sign the agreement for the specified work.

### **16. Confidentiality:**

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 finalization of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

### **17. Responsibilities and Duties of the Consultant (s):**

The Consultant(s) shall in all professional matters, act as faithful advisor to the Employer and to the full benefits of the Employer. The Consultant shall exercise all engineering skills, care and diligence for the accuracy and completeness of their designs and in the discharge of their duties under this Contract. The Consultants shall assist the Employer in obtaining approval of any application made to concerned local authorities for the commencement of the works.

The detail responsibilities/duties and TORs will be set forth in Contract Agreement as per PEC “**Standard Form of Contract for Engineering Consultancy Services (For Large Projects) - Lump Sum Assignments (to be used for consultancy fee over Rs. 2**

million), June 2007 Edition. The Consultants shall perform their duties in phase-wise manner summarized as under:

### **17.1 Design Criteria:**

Before taking up the design work, the consultants shall submit design criteria which shall contain but not limited to the design standards design parameters, formulae and factors for the following: -

- a. Design criteria for architectural design.
- b. Design criteria for structural engineering.
- c. Design criteria for electrical and ICT works.
- d. Design criteria for rain water drainage design.

#### **a. Design Criteria for Structural Engineering:**

Design criteria for structural Engineering consisting of design codes and standards (ACI, AASHTO & ASTM etc). Design strength of materials, structural design load, foundation parameters, stability criteria. Proposed software for analysis and design Drawings will be prepared on AutoCAD.

#### **b. Design Criteria for Electrical and Mechanical Works:**

Design criteria for electrical mechanical works consisting of the following: Lighting standards, luminaries, arrangement, type of cables & conduits and type of earthing, design & erection of lift etc. Measures against power failure. All equipment will be designed against local weather.

#### **c. Design Criteria for Public Health:**

Public Health mainly include Rain Water Drainage plans and sanitation should be prepared and drainage provision of the surrounding area and the area upon which University Master Plan (Phase-I executed and Phase -II to be executed) shall be established and should be according to the standard guide lines (AASHTO / ASTM).

**17.2. Documentations:** Detailed information about the locally available construction material shall be provided with the leads of different sources. The consultant shall indicate the availability of construction material (imported/domestic).

#### **i). Tender Documents:**

The consultant shall prepare the Technical Sanction and Tender/Bid Documents for hiring of contractors suitable for domestic bidding based on Standard Contract Documents in vogue in PEC harmonized with PPRA/ KPPRA Rules along-with up-

to-date amendments and additional conditions, if any. After the approval of these documents, Consultant shall be responsible for printing/production of required numbers of bidding documents sets. The bidding documents shall be provided to the employer for sale to the interested bidders.

The documents include but not limited to the following:

- a) **Technical Sanction:** (Detail Engineer Estimates + Quantities + Tender Drawings) and Variations Orders.
- b) **Volume - I:**
  - Notice Inviting Tender (NIT)
  - Instructions to the bidders (ITB).
  - Condition of the contract (Part-i) (General Conditions) Forms and Agreements.
  - General Specifications
  - Particular Specifications and Special Provisions.
  - PEC and FIDIC Conditions of Contracts applicable.
- c) **Volume - II:** Technical specifications
- d) **Volume - III:** Bills of Quantities (BOQs)
- e) **Volume - IV:** Complete set of Drawings as per following details such as Tenders can successfully be called without any hassle: -
  - Location Plan & Coordinates.
  - Layout Plans
  - Architectural Designs.
  - Structural Plans and detailed construction drawings for structures.
  - Electrical and ICT Drawings (Building Portion only)
  - PHE
  - Finishing Schedules etc.

**ii). Bid Evaluation Reports of Contractors:**

- a) The Consultant shall prepare the bid evaluation report for the Bid Opening and Evaluation Committee, SBBU, Sheringal after the determination of responsiveness/substantive completion of all forms/documents, carrying out arithmetical checks, removing inconsistencies and converting all amounts in single currency i.e., Pak Rupees.
- b) All the clarifications/additional information required for the bid evaluation will be sorted out by the consultant through employer.
- c) The Consultant till the approval of bid evaluation report shall respond to the observation by the employer.
- d) The employer shall issue notification of the successful bidder by issuing Letter of Acceptance, which will subsequently be included in the contract agreement.

### **17.3. Preparation of Detailed Drawings (Conceptual, Architectural, Structural, Electrical, Flood Structures and Working Drawings):**

The Consultant shall provide following services: -

- i. Detailed Architectural Design/Drawings, giving details of all the features and fixtures etc. keeping in view the available site and accommodating the requirements of the SBBU, Sheringal.
- ii. Prepare perspective view of the interior, exteriors, and its various elements i.e., front/rear sides of the Female staff hostel and security check posts.
- iii. Prepare complete set of detailed architectural and other trades working drawing of all the project civil works component (Plans, elevation & sections necessary for execution of the Project).
- iv. Prepare complete set of structural drawings giving all the details of reinforcement etc. of the entire project civil component.
- v. Preparation of detailed design of the external development, internal roads, foot path and external road intersection as well as detailed drawings of drainage of the site as well as protection works.
- vi. Preparation of detailed specification of each and every item of works involved in the construction of entire Project.
- vii. Preparation of detailed Specification and drawings of security system for the project.
- viii. Preparation of Miscellaneous details / Ancillary works including training work if any. Emergency/Incidental construction detail drawings if required.

### **17.4. Technical Specification:**

The Consultant shall prepare detailed bill of quantities on the standard format calculated to the accuracy of + 5% of all items of work. Backup data will be provided to the employer in separate folder.

### **17.5. Secrecy of Information:**

The Consultant and employer will guarantee the secrecy of the contractors' bids evaluation results for the transparency requirement till the final notification/award by the employer.

### **17.6. Correction in Tender/Bid Documents for the Contractors:**

The Consultant on approval of the employer shall use necessary corrigenda to the Tender Documents without any extra cost to the employer.

### **17.7 Modifications / Amendments of Contract Drawings:**

The Consultant only on the clear instructions of the employer shall modify/amend or issue fresh drawing to the Contractor without any extra cost to the employer.

### **17.8. Variations in the Responsibilities/Duties of the Consultant(s):**

**17.8.1.** The scope of duties to be performed by the Consultants both in terms of the nature of the services as well as the size of project may be extended by mutual agreement between the Employer and the Consultant(s) subject to an agreement on the enhancement of remuneration and time limit.

**17.8.2.** The Employer may withdraw any component (s) or part of the project/duties to be performed by the Consultants after giving a notice of 30 days. In case of such an event the Consultants shall not be entitled to any fee proportionate to the withdrawn component (s) or part thereof.

**17.8.3.** The Employer may at any time decide to postpone or abandon the project or a part thereof and in such an event the Consultants shall be entitled to payment only for the work done by them up to the date of communication to them of the said decision. The Consultants in such a case shall furnish necessary details of work done by them within a week of the date of communication to them of the said decision.

### **18. Payments to the Consultant:**

**18.1.** 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 as above. The Contract Price may only be increased above the amounts, if the parties have agreed to additional payments subject to additional works.

#### **18.2. Terms and Conditions of Payment:**

- a) The consultancy fee shall be as quoted by the consultant on a percentage basis in their competitive financial bids which will be finalized with the Employer. On satisfactory performance of the services, the payment to the consultant shall be made.
- b) Engineering studies fee to be paid on submission of required copies of study.
- c) Fee of Design and tender documents complete in all respects as per submission, its clearance and vetting of PMU with approval of the Competent authority of the University.
- d) Consultancy fee in case of supervision is subject to work done and payment to contractors.



- e) 10% of each running payment shall be deducted/retained as retention money/security deposit for submission of final completion report of the civil works components of the project.
- f) Final adjustment of the consultancy payment shall be subject to submission of completion report of each civil works contract and structure stability report.
- g) Income Tax/Professional Taxes/any other Taxes/levies shall be deducted from each running bill as per rate prescribed/applicable as per relevant Laws of Federal, Provincial & District Governments.
- h) The consultancy fee on various stages shall be released only after the complete satisfaction of the competent authority of the SBBU, Sheringal. In case of noncompliance of the conditions of TORs or the agreement, no payment would be made to the consultant and the contract would be rescinded.

### **18.3. Period of Payment:**

Any amount due to the Consultants shall be paid by the Employer to the Consultant within twenty-eight (28) days after the Consultants' invoice complete in all respect has been delivered to the Client.

**(Detail mechanism of payments shall be work out in Contract Agreement in light of this Bid Documents and PEC Standard Forms of Consultancy Services (Lump sum basis), 2007 edition).**

### **19. Time Schedule for Design Stage:**

**19.1.** The selected Consultant(s) shall be required to complete the design stage (detail design, estimation, BOQ and tender documents etc.) according to the Time Schedule for Planning & Designing of Two (2) months to be mutually agreed from date signing of contract agreement with university. The Consultants shall make best efforts to adhere to the stipulated schedule as far as possible. For delays beyond the control of the Consultants, a new time schedule shall be arrived at by mutual discussions and agreement. The Employer may amend the Time Schedule to suit program of the construction in packages/ modules.

**19.2.** The time period shall be counted from the date of signing of this contract, and receipt of First Payment by the Consultants whichever is earlier.

**19.3.** The time limit stipulated in article 19.1 above may be extended by the Employer under special circumstances if the same are explained in writing by the Consultants to the satisfaction of the Employer.

**19.4.** Time shall be deemed to be the essence of performance of duties under this contract and the Consultants shall proceed with due earnestness and diligence to achieve progress proportionate to the time elapsed at any time during the currency of this Contract.

**19.5. Liquidated Damages:**

If the Consultants fail to perform their duties within the stipulated time limit or proportionate to the time elapsed during the currency of the project without any cogent reasons to the satisfaction of the Employer: -

- (i) In case the Consultants fail to complete the work within the prescribed time or extended time(s), the Consultants shall pay to the Employer as liquidated damages, a sum of Rs. 1,000/- (Rupees one thousand only) or any small amount which may be determined by the Employer, for each day the work remains incomplete subject to a maximum of the amount equal to the amount available with the employer as retention money.
- (ii) If the Consultants fail to perform their duties proportionate to the time elapsed and/or fails to complete his obligations under the contract within the prescribed time or extended time (s) and have rendered itself liable to pay as liquidated damages as amount equal to whole of the retention money, the Employer may terminate the contract and with draw the remaining works from the consultants. The decision of the Employer shall be final and binding on the consultants.

**20. Design Team:**

Design team required for design and documentation are mentioned in clause 14.1.1 (C. Engineering staff) of this bid documents.

**21. Expected Deliverables:**

- a) Design Criteria is given as above = 3 Prints (Soft + hard copies).
- b) Architectural and structural design = 3 Prints (Soft + hard copies).
- c) Tender documents including specifications = 3 Prints (Soft + hard copies).
- d) Engineers cost estimate = 3 Prints (Soft + hard copies).
- e) Design Calculation = 3 Prints (Soft + hard copies).
- f) Construction Drawings = 3 Prints (Soft + hard copies).
- g) Design of utilities, provision of electrical = 3 Prints (Soft + hard copies).
- h) Wiring lighting panels, drainage/sewerage pipes etc.

**Note: - The scope of work may change as per requirement of the employer.**

## **22. Reporting Requirements:**

The consultant shall be responsible for the preparation and submission of the following.

### **22.1 Development of Standard Forms:**

The Consultants shall develop standard forms for reporting including receipt of materials, testing of materials, details of work done along with measurements etc.

## **23. Resident Supervision Stage:**

### **23.1) Services for the Resident Supervision of Civil Works:**

The duties and functions of the consultant will include but not limited to the following:

- i) The Consultant Resident Staff i/c Resident Engineer shall assist in interpretation of Architectural, Structural and other Construction Drawings required and apply checks on quality of works materials and workmanship for compliance with specifications and agreement documents with due diligence, efficiency and its importance with specifications and agreement documents with due diligence, efficiency and its importance with the best engineering practice and consulting standards for construction of all components as mentioned objectives and scope of work).
- ii) The Consultant will be responsible for Resident Supervision of the work by a qualified Graduate Engineer in the respective discipline i.e., Buildings, PHE, rain water drainage system (according to the requirements of sites) etc.
- iii) The consultant shall certify that the works have been/being executed as per design and drawings standard specifications, technically sanctioned estimates and within the provision of contract agreement.
- iv) The consultant shall certify that the works are executed in accordance with the established standard criteria and procedure.
- v) The consultant shall ensure that the construction schedule provided in the contract agreement is strictly followed by the contractor.
- vi) The consultant shall certify that the construction material brought by the contractors to be used in the construction works is in accordance with the specification and got tested as per standards practices laid down in specifications and will also ensure the quality control of works.

- vii) The consultant shall report/advise to the Employer/Project Coordinator, PMU, SBBU, Sheringal on any issue / problem arising in construction work during the execution of work and suggest remedial measures.
- viii) The consultant will be responsible for testing (on contractor's cost) of
  - a. Materials Steel
  - b. GI Wire
  - c. Stones
  - d. Concrete Cubes
  - e. Water
  - f. Pipes (Including drainage and G.I pipes)
  - g. Compactions & Asphalt Concrete (for roads) and any other test as and when needed.
  - h. The consultants shall be responsible for reports (please see the clause 4.2 Technical /Laboratory reports).
- ix) The consultant shall verify the contractor's monthly payments and final payments and certify that payments released to the contractor are for works actually carried out at site and as per rates quoted approved in the tender and as per approved specification.
- x) The consultant shall recommend to the Project Coordinator, PMU and Director Works, SBBU, Sheringal for issuance of completion certificate stating that the work has been completed as per standard specifications, design, drawings, estimates and contract agreement etc.
- xi) One month prior to the expiry of the construction period of the work, the consultant shall carry out a detailed final inspection of the work and submit a report to the department pointing out the defects short-comings and deficiencies if any in the work and will also get them rectify by the contractor, before making recommendations for the release of security deposit of the contractor.
- xii) Consultant fee will be based on input of percentage.
- xiii) The consultant shall perform duties as Representative of Employer to supervise the construction work as per objectives and scope of work with the best professional and consulting practice in a proactive manner to ensure that the project is completed as per target/schedule set forth by the employer.
- xiv) In carrying out the assignment the consultant shall undertake the following works:
  - a) Issue instruction to the contractor(s) and provide engineering supervision during the execution of work.
  - b) The consultants will attend and make measurements and computation of quantities of the completed works or any work which is about to be covered and maintain permanent records of all such measurements as

basis for progressive payments to the contractors and keep the measurement documents and records in safe custody.

- c) The consultant will maintain daily record of check requests / tests performed and approval, correspondence and site diaries supported with pictorial evidence (Both hard and soft form) and shall submit the record of daily inspection reports, all the test made to the Employer on fortnight basis in an electronic form as well as through hard copy.
- d) Prepare monthly progress reports, maintain estimate and comparative statement of project costs and submit reports to the Employer.
- e) Will make liaison between the Employer and contractor.
- f) Approve the material testing and deficiencies reports in respect of the same to employer.
- g) Require, monitor and review the results of Tests to be carried out by the Contractor in accordance with the construction requirements.
- h) Verify the “as-built” drawings for each component of the works prepared by the Contractor and require removal of deficiencies found therein.
- i) The consultant shall establish a site office and meet the running/cooperational expenses from its own sources.
- j) The consultant shall supervise the construction activity in all matters concerning worker safety and care and advise the contractor/employer on any problem arising in the construction work during its execution.
- k) The consultant shall check systematically the progress of work according to the construction schedule of the agreement and shall submit monthly progress report in the prescribed format to employer pointing out the deficiencies and suggest remedial measure.
- l) Consultant shall be responsible for getting all such defects rectified from the concerned contractor(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.
- m) Employer shall authorize his representative which may regularly visit the site for checking resident supervision of the consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work at site.

### **23.2. Staffing Requirement for Resident Supervision and their Responsibilities:**

The Project Management Unit, SBBU, Sheringal with the help of P&D and Works Department, SBBU, Sheringal shall administer the Civil Work contracts. The Consultants will help the project management office in decision making and shall be responsible for the quality and quantity control as per agreed laid down

standards/specifications. Resident Supervision shall be provided for all activities throughout the construction period without break through qualified & experienced supervisory staff that shall perform their duties with due diligence and efficiency. Supervisory staff should have the following minimum qualifications and experience:

S.No.	Description	No.	Qualification & Experience
1	Resident Engineer/Team Leader (Civil)	01	B.Sc. (Civil Engineering) with 1 <sup>st</sup> Division + at least 10 years' relevant experience or B.Sc. (Civil Engineering) 2 <sup>nd</sup> Division with at least 15 Years or D.A.E with 20-25 years relevant experience in Civil, PHE and Building Works.
2	Site Inspector (Civil)	02	D.A.E (03 Years) in Civil Engineering with at least 05 Years experience in Civil and Building works.
3	Quantity Surveyor (Civil)	01	D.A.E (03 Years) in Civil Engineering with at least 05 Years experience in Civil and Building works
4	Office Boy/Naib Qasid	01	Matriculate
5	Any other required may be specified		

**23.3)** The consultant shall perform the duties of “Employer’s Representative” as per agreement with the contractor including supervision of construction (with best professional & consulting standards for satisfactory construction of executing and sponsoring agencies) and evaluate the contractor's equipment, plant, machinery and to ensure the compliance with the conditions of the contract. The consultant shall maintain detailed record of the contractor's deployed resources i.e., establishment (skilled and unskilled labor), equipment and materials etc. which shall be reported in the monthly progress reports.

**23.4) Completion and Handing/Taking Over Process:**

**23.4.1.** The Consultant shall carry out detailed final inspection of the work and shall recommend to the employer for issuance of completion certificate stating that the work has been completed per design, drawings, standard specifications and contract agreement.

**23.4.2.** Prepare list/inventory and hand over to the Project Coordinator and DOW, all correspondence with Contractor(s) dairies, testing of materials, IPCs, FPCs/final accounts, claims/disputes, court cases and assets, etc. on completion.

**23.4.3.** The Consultant shall be responsible for successful handing over of the project by Contractor to the Employer in accordance with the Contract Documents.

### **23.5) Reporting Requirements / Deliverables:**

**23.5.1** The Consultants will not later than 10th of each month prepares a detailed progress report (5 hard copies with one soft copy) summarizing the work completed in the preceding month, resources deployed by the contractor(s) with a comparison via-a-vis initial baseline construction schedule, cash flow forecast for the next month based on the most recent updated Critical Path Method (CPM) schedule. The monthly progress report shall essentially contain the following information.

- a) Original and executed (to date) B.O.Q quantities as per specified work breakdown structure (WBS).
- b) Activities Histogram in the form of Linear Progress Chart, monitored physically to date.
- c) Activity-wise works started, completed and ongoing.
- d) Status of IPC's paid/pending for payment besides highlighting problems encountered in the execution of work with recommendations to resolve these issues.
- e) Maintaining estimate and comparative statement of project costs.  
All record at the end of the project shall become the property of Employer.

### **23.5.2 Technical / Laboratory Reports:**

The Consultants shall produce necessary technical reports, lab reports as per hard copies with one soft copy) dealing with the problems encountered during the administration of the contract agreement on prescribed form & on weekly basis.

### **23.5.3 Inspection Reports:**

- a) The consultant shall keep the record of daily inspection & material test (in respect of receipt) reports in the prescribed forms at the site office and submit it to the employer on weekly basis.
- b) One month prior to the expiry of completion period, the consultant shall carry out a detailed final inspection of the work and submit a report to the employer pointing out the defects in the work, if any.

- c) Give notices to the contractor for any defect/ deficiency and ensure their timely rectifications. In case of persistent delay in the compliance of the directions issued by him, appropriate action against the Contractor shall be taken/recommended to the Employer under clauses of Contract Agreement.
- d) The consultant shall be responsible for getting all such defects rectified from the concerned contractor(s) and final payment(s) of the contractor(s) shall be verified only after satisfactory removal of the defects.
- e) The Consultant shall keep record of the daily inspection report and inform the Project Coordinator about the potential problems which may arise and hamper progress of work besides making suitable recommendations for their solution at a minimum expense.
- f) The consultant shall also be responsible for maintaining complete record of correspondence with the contractors and other agencies, etc. Copy of such record shall be provided to employer on regularly for its evaluation/record purposes.

#### **23.5.4. Final Completion Reports:**

The consultants will prepare a comprehensive final report (5 hard copies with one soft copy) for every contract on substantial completion. This report shall summarize the method of construction location, details of works carried out, construction supervision performed during the project with visible and invisible benefits of the project by considering various indicators such as physical security of university infrastructure from expected future floods, social-economic uplift, literacy, job opportunities. The report shall primarily contain the following.

- a. As built drawings: The drawings shall be prepared by the Contractor and approved by the Consultants.
- b. Project Quantities: Folders along with soft copy.
- c. Comparison of initial and final BOQs.
- d. Deduction sheet, if any, based on handing over reports.
- e. Other required, if any.

#### **23.5.5. Project Diary:**

The consultant shall monitor and appraise progress of work and maintain daily project diary by recording all events pertaining to the administration of the contract, which may be of assistance in resolving claims, disputes and queries if any.



#### **24. Time Duration for Supervision Stage:**

The time duration for the supervision stage of the proposed projects is 20 months. However, the supervisory staff will be curtailed proportionately with regard to completion of the project.

#### **25. Liability:**

Professional Liability as stated in the prevalent conduct and practice of consulting engineering prescribed by PEC and PPRA rules shall be applicable to the consultant.

#### **26. Role of the Employer:**

The Shaheed Benazir Bhutto University, Sheringal will provide necessary inputs regarding design and supervision of the project components.

#### **27. Care and Diligence:**

**27.1** The Consultants affirm and guarantee that they are skilled and fully qualified, and that they shall make use of all such skills and qualification in the best professional standards and skills.

**27.2.** The Consultants shall be fully responsible for the correctness and suitability of their design and the safety of the structure and services built according to their design and specifications. The approval of the design by the "Employer" shall not absolve the Consultants or their associates of their responsibilities under this article.

**27.3.** If the "Employer" suffers any losses due to proven faults, errors, delay or omissions in design on the part of consultants or any of their associates up to the satisfaction of the project, consultants shall be liable to make compensation and good all such losses.

#### **28. Force Majeure:**

**28.1.** The expression "Force Majeure" shall mean cause or causes beyond the control of either party that may intervene after the formation of the contract and which may cause delay or in any way impede its performance, namely industrial dispute, floods or any other natural catastrophe, fire, mobilization, war, insurrection, embargo, requisition or any other circumstances beyond the control of the parties.

**28.2.** Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by case of Force Majeure. In this case. the time for performance of contract will be extended by a period corresponding to that duly justified and the obligations of the other party shall be extended by an equivalent period, provided that should such an extension exceed or is likely to exceed ninety (90) days, either party hereto may terminate this contract and the related provisions of this bid/tender documents shall apply to such termination.

## **29. Mechanism for Grievance Redressal:**

The mechanism for grievance redressal of bidders during these procurements as under:

**29.1.** The University shall constitute a committee comprising odd no of persons, with proper power and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the consultancy agreement.

**29.2.** Any party may file its written complaint against the eligibility parameters, evaluation criteria or any other terms and conditions prescribed in the EOI/bidding documents, if found contrary to the provisions of the procurement regulatory framework, and the same shall be addressed by the "Grievance redressal committee" (GRC) well before the proposal submission deadline.

**29.3.** Any bidder feeling aggrieved by any act of the University after the submission of his bid may lodge a written complaint concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

**29.4.** In case, the complaint is filed against the technical evaluation report, the GRC shall suspend the procurement proceedings.

**29.5.** In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.

**29.6.** The GRC shall investigate and decide upon the complaint within ten days of its receipt.

**29.7.** Any bidder or party not satisfied with the decision of the GRC, may file an appeal before the PPRA, Islamabad within thirty days of communication of the decision subject to depositing the prescribed fee and in accordance with the procedure issued by the Authority. The decision of the Authority shall be considered as final.

## **30. Arbitration:**

**30.1** If any dispute reference or question shall at any arise between the parties in respect of the interpretation of this contract or concerning anything herein contained or arising out of this contract or as to the rights, obligations or duties of the said parties hereunder, the same shall be referred to arbitration by a sole arbitrator. The Secretary Law, Justice and Human Rights Division, Government of Pakistan or his nominee shall act as sole arbitrator. The award made by the sole arbitrator shall be final and binding on the parties and the provisions of the arbitration Act 1940 shall apply and

be deemed to be incorporated in this contract. The venue of arbitration shall be at Sheringal, Dir Upper or Islamabad as the Parties may agree.

**30.2.** Notwithstanding the existence of any difference or dispute or the commencement or continuance of any arbitration proceedings, work under this contract shall, if reasonably possible, continue during the arbitration proceedings and no payment shall be withheld on account of such proceedings unless the same is the subject matter of reference.

**31. Notices:**

All notices hereunder to be effective must, if they are meant for the Employer be addressed to:

**The Registrar,**  
Shaheed Benazir Bhutto University, University,  
Sheringal, Dir Upper.

And if they are meant for the Consultants to be addressed to:

**Managing Director**

\_\_\_\_\_

Or such other address as either party to the contract may notify to the other party in writing as the address for service of notice.

IN WITNESS WHEREOF the said parties hereto acting through their authorized representatives have hereunto set their respective hands as at the place and on the day and year first above written.

For and on behalf of

for and on behalf of

\_\_\_\_\_  
(Consultants)

\_\_\_\_\_  
Shaheed Benazir Bhutto University, Sheringal,

**Managing Director**

**PMU/DOW**

Witness:

Witness:

Endorsed/ Approved By:

**The Vice Chancellor, SBBU, Sheringal**

**Note: The duly authorized person of bidder(s) shall sign and stamp all the pages of bidding documents (technical & financial):**

**THE END**

**Annexure - A**

**(Specimen of the Letter of Request for submission of EOI to be typed on the Letter Head of the Company, duly signed and stamped by the Authorized Person)**

To

**Deputy Director P & D**

Shaheed Benazir Bhutto University, Sheringal, Dir Upper:

**Subject: Expression of Interest for Engagement of Consultants for the providing consulting Services to SBBU, Sheringal for the Civil Works Component under the Project/PC-I titled "Flood Protection Wall and Other requirements of the Shaheed Benazir Bhutto University, Sheringal, Dir (U)"**

Dear Sir,

Kindly find herewith the documents as required in the advertisement published in daily \_\_\_\_\_ Dated: August \_\_\_\_\_ 2023 for subject work.

1. We accept that if our technical proposal is accepted then our firm may be called by the "Shaheed Benazir Bhutto University, Sheringal, Dir Upper" for financial proposal.
2. We undertake that you are not bound to accept the lowest or any proposal you may receive.
3. If our proposal is accepted than we are bound for services as required in the scope of work.
4. Unless and until formal agreement is prepared and executed this EOI/Tender document together with your written acceptance, thereof shall constitute a binding contract between us.
5. The university reserves the right to reject any application as per terms and conditions of EOI/Bid Documents and as per applicable law of Pakistan. If any information furnished by the consultants proves to be false at later stage, the contract, if awarded, is liable for cancellation.

Dated this    day of                    ; 2023

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

Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Seal: