



**Request for Proposals (RFP) for
Hiring of Engineering / Architectural Consultancy Services for the project
titled, “OCEAIN-OGDCL Centre for Excellence in Artificial Intelligence
Nexus”**



TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE, THE
ENVELOPE SHALL BE CLEARLY MARKED, “DO NOT OPEN,
EXCEPT IN PRESENCE OF THE COMMITTEE”

(Quality & Cost Based Selection Method)

Date of Submission	31 st October, 2025 before 11:30 Am
Date of Opening	Will be announced after evaluation of Technical Bids

September-2025

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should be deleted from 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.

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

Form FIN-1. Financial Proposal Submission Form.....	03
Form FIN-2. Summary of Costs	04
Form FIN-3. Professional Charges for (Phase-A)	05
Form FIN-4. Professional Charges for (Phase-B)	06
Form FIN-5. Professional Charges for (Phase-C)	07
Form FIN-6. Mode of Payment	08
Appendix. I. Terms of References (TORs)	09
II. General Conditions of Contract.....	13
III. Special Conditions of Contract.....	23
IV. Integrity Pact.....	27
V. Contract.....	28

FORM FIN-1.
FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

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: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

² If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2
SUMMARY OF COSTS

FINANCIAL PROPOSAL SUBMISSION FORM

Hiring of Engineering / Architectural Consultancy Services for the project titled,
“OCEAIN”

S #	Item	COSTS (PKR)
		Professional charges for the scheme including all applicable Government Taxes
1	Amount in PKR as per Total of Financial Proposal Form-I	
2	Amount in PKR as per Total of Financial Proposal Form-II	
3	Amount in PKR as per Total of Financial Proposal Form-III	
	Total	

(Rupees _____)

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Stamp/Seal of Firm: _____

FORM FIN-3

PROFESSIONAL CHARGES (***PHASE-A***)
FOR SOIL INVESTIGATION REPORT

Hiring of Engineering / Architectural Consultancy Services for the project
titled, "OCEAIN"

FINANCIAL PROPOSAL FORM-I

S #	Description	COSTS (PKR)			
		Professional charges for the scheme including all applicable Government Taxes			
		Qty:	Rate	Unit	Amount
1	Sub Soil Investigation Report as per ToRs/RFP for foundation of buildings	00 Bores		Per Bore	
	Total				

(Rupees _____)

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Stamp/Seal of Firm: _____

FORM FIN-4

DESIGNING & DOCUMENTATION PHASE (**PHASE-B**)

Hiring of Engineering / Architectural Consultancy Services for the project titled, "OCEAIN"

FINANCIAL PROPOSAL FORM-II

S #	Description	COSTS (PKR)	
		Professional charges for the scheme including all applicable Government Taxes	
		%age	Amount
1	Consultancy Fee for Designing and Documentation Phase as per ToRs/RFP (To be quoted as %age of the work award cost of Rs: 146(M)		
	Total		

(Rupees _____)

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Stamp/Seal of Firm: _____

CONSTRUCTION SUPERVISION PHASE (*PHASE-C*)

Hiring of Engineering / Architectural Consultancy Services for the project titled, "OCEAIN"

FINANCIAL PROPOSAL FORM-III

S #	Description	COSTS (PKR)	
		Professional charges for the scheme including all applicable Government Taxes	
		%age	Amount
1	Consultancy Fee for Construction Supervision Phase as per ToRs/RFP (To be quoted as %age of the work award cost of Rs: 146.000 (M)		
	Total		

(Rupees _____)

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Stamp/Seal of Firm: _____

FORM FIN-6

Mode of Payment		
#	For Soil Investigation Report and Master Planning Report (Phase-A)	
1	At completion of Sub Soil Investigation Report as per ToRs/RFP for foundation of buildings	100% of quoted amount
Designing & Documentation Phase (Phase-B) Compliance with EDGE		
1	At completion of preliminary design architectural drawings with 3d elevations as per ToRs/RFP	20%
2	At completion of detailed architectural design / drawings as per ToRs/RFP	15%
3	At completion of detailed structural designs / drawings as per ToRs/RFP	20%
4	At completion of mechanical utility designs / drawings as per ToRs/RFP	05%
5	At completion of electrical designs / drawings as per ToRs/RFP	05%
6	On completion of detailed cost estimate including specifications, rate analysis and grant of technical sanction estimate as per ToRs/RFP	20%
7	At completion of tender documents including condition of contract, bill of quantities, tender drawings and evaluation of documents for contractor as per ToRs/RFP	05%
8	At completion of evaluation of contractors and recommendation for award of work to the contractor as per ToRs/RFP	05%
9	On award of work to the contractor and preparation & submission of work plan as per ToRs/RFP	05%
	Total of professional charges of Phase-B	100%
Construction Supervision Phase (Phase-C)		
1	Will be paid actually work done at site	100%

- Note: 1. The final cost of works shall be determined after acceptance of the contract price by the “Client”. In the event that change occurs with the approval of the “Client” (upward or downwards) in the contract price, then the cost of the works will be adjusted accordingly. The adjusted completion price shall be stand as the final cost of completed building and the Consultants fees shall be finalized accordingly.
2. On desire by the “Client”, as schedule and whenever Consultants principals, their Senior Engineering Staff/Architect have to visit the project Site and /or are called for a meeting for supervision of work, only boarding and lodging shall be provided by the “Client”.

Section-5: Terms of References (TORs)

1. Introduction:

The BNBWU and OGDCL joint venture for the scheme/project (OCEAIN) has been approved/financed by OGDCL CSR for amounting to Rs. 146 (Million) including the civil works component, intends to hire Engineering/Architectural consulting firms for Detail Design, Engineer Estimates, Bid Documents Preparation/ Bids Evaluation for hiring of Contractor & Top Construction Supervision of the project buildings along with external developmental works/services of university. Proposed AI building spreading will be on land of BNBWU which is spread over the area of 70 Acres is located at Sukkur, Sindh.

2. Scope of Work/ Services:

Selected consultant will provide Engineering/Architectural Services for the construction/execution (Top Supervision) of buildings & external developmental works/services as included in the project of university titled as “OCEAIN”.

Following services will be provided by the selected consultant for above mentioned works & services,

- 2.1 Soil Investigation for all buildings, Electronic Resistivity tests for installation of tube wells, Topographical/Hydro survey.
- 2.2 Detailed Architectural/Engineering design of buildings with allied internal & external services (Electrical, Water Supply, Sewerage System, Sui Gas, HVAC, Telephone/Data Network, Fire Alarm System, PA system etc.)
- 2.3 Detailed Architectural/Engineering design of external development works & services (External Electrification with provision of standby generators & sub-station, Water Supply system including tube wells, pump house, storage tanks ,distribution lines & water treatment plants, Sewerage System, Sui Gas ,ICT infrastructure, Foot paths, Parking's, Walkways, Landscaping/horticulture irrigation system, Roads, Storm Water Drainage System, Boundary Wall/fencing , Street/Perimeter security lights, CCTV security system etc.)
- 2.4 Preparation of Tender/Construction Drawings, Bill of Quantities (BoQs) Detailed Cost Estimates and Tender/Bid Documents.
- 2.5 Assist the client in the pre qualification of the contractors, if required.
- 2.6 Assist the client in Bids/Tenders evaluation and award of contracts.
- 2.7 Top Construction Supervision

i) Design Phase:- (EDGE compliance is mandatory)

a. Survey & Investigation:

- i. Topographic survey (Digital) and preparation of contour plans. Hydro Survey for storm water drainage system design.
- ii. Geotechnical investigation of sites including field or laboratory tests.
- iii. Conducting Electronic Resistivity Test for tube wells installations.
- iv. Observance of By-laws of local authorities, building and fire, etc.

b. Preliminary Design:

- i. Collection of project requirements and scope of work from the Client/User Department.
- ii. Evaluating the Client's requirement analytically and technically while designing and planning various components of the Project.

- iii. Preparation of site plan, describing and illustrating preliminary architectural design / outline proposal i/c 3D views of proposed buildings. **Compliance of EDGE.**
- iv. Evaluating feedback of the Client for further improvements in the design.
- v. Making presentations at various stages of Designing as per requirement of the Client.

c. Detailed Architectural/Engineering Design:

- i. After finalization of detail architectural designs, preparation of structural design of the buildings and allied structures as per established building codes, incorporating electrical, mechanical and other internal and external services i.e. telephone/IT, water supply, sewerage, sui gas, drainage, fire alarm system, PA system etc.
- ii. Detail Design of all allied external services like External electrification with standby generators system, Water Supply including tube well & storage tanks design, Sewerage disposal/treatment System, ICT infrastructure, CCTV Security System, Street/perimeter security lights, Roads/Footpath/Parkings, Storm water drainage system etc. **Compliance of EDGE is mandatory.**
- iii. Preparation & submission of draft and final detailed working / construction drawings of each and every component of building & external services in soft and hard form.
- iv. Preparation modified drawings at any stage of execution without additional charges if required by the Client.
- v. Preparation of detailed cost estimate for grant of Technical Sanction estimate.
- vi. Submission of detailed structural design calculation for all buildings and allied structures in soft and hard copy.
- vii. Preparation of complete tender / bid documents comprising of BOQ, tender drawings, specifications.
- viii. Attending Bid proceedings comprising of recording of minutes of meeting, preparation and signing of Bid evaluation report for hiring of contractor.
- ix. Preparation, and submission of contract agreement on approved format.
- x. Preparation and submission of work plan bases on MS Project or primavera.

ii) Top Construction Supervision Phase:-

- i. To review all tender documents, designs, cost-estimates, conditions of Contract etc. and advice Client about their suitability without any additional cost. Prepare a detailed construction program consistent with the implementation schedule for the Project.
- ii. The detailed construction supervision shall include planning, guidance, programming, inspection, monitoring of construction activities and contractor's performance. Quantity and quality assurance, implementation of work plans and drawings as per design and specifications.
- iii. Preparation and verification of variation orders and maintaining record of correspondence with the contractor and other stakeholders in capacity of the Engineer.
- iv. To maintain a good liaison with the Client office including all other duties pertinent to the construction phase of the project with the prime objective to complete the work in the best public interest.
- v. The quality and quantity assurance shall be the sole responsibility of the consultants in the capacity of the Engineer.

- vi. Developing and ensuring Quality Assurance mechanism as per standard engineering practices of check requests and test results of various materials and activities in the logical sequence.
- vii. Preparation & submission of monthly progress reports as per Client requirements.
- viii. Verification of detailed measurements of work done included in the IPC along with its certification and recommendation to the Client for payments.
- ix. Following supervision staff will be deputed on site by the consultant during supervision phase

#	Description	Nos	Experience
1	Resident Engineer	01	Minimum of 10 years experience in construction supervision of building and infrastructure work
2	Site Engineer	01	Minimum 05 years of relevant experience
3	Quantity Surveyor	01	Minimum 10 years experience
4	Site Supervisor-electrical	01	Minimum 10 years experience

ii.a) Post Completion Stage:-

- i. Submission of As-built drawings / inventories / Project Completion report / PC-IV, other project documents and all correspondence made with the contractor/Client/other agencies after successful completion of the project.
- ii. The Consultants shall periodically visit completed projects during defect liability period and submit punch list (if any) for rectification by the contractor.
- iii. Processing and recommendation of contractor's security after successful completion of defect liability period.

The consultants will be accountable and shall indemnify the Client against defects, losses, damages and overpayment (if any) as a result of proven faults, errors or omissions on the part of the consultants during or after the completion of the work.

Deliverables by the Consultant:- Detailed Design

i)	Inception Report	5-Copies
ii)	Monthly Progress Report	5-Copies
iii)	Draft Detailed Design Report	5-Copies.
iv)	Tender/Bid Documents, Drawings and Specifications	5-Copies.
v)	Detail Cost Estimate	5-Copies.

Construction Supervision

i)	Monthly Progress Report& PC-III	5-Copies.
ii)	Construction Drawings	5-Copies
ii)	Project Completion Report/PC-IV	5-Copies.
iii)	As built drawings	5-Copies.
iv)	Post Completion Report/PC-V	5-Copies

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 Sindh Public Procurement Act, there under Rules 2010.
- (b) “Procuring Agency PA” means the implementing department which signs the contract
- (c) “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 and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) “Foreign Currency” means any currency other than the currency of the PA’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of Sindh.
- (j) “Local Currency” means Pak Rupees.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
- (l) “Party” means the PA or the Consultant, as the case may be, and “Parties” means both of them.

- (m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) “In writing” means communicated in written form with proof of receipt.

1.2 Law Governing 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 is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the PA may approve.

1.6 Authority of Member in Charge In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

Integrity Pact

B. 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 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure** The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 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 as soon as possible about the occurrence of such an event.
- 2.5.3 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.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant 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 purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

- 2.6.3 Payment upon Termination
- Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

- 3.1.1 Standard of Performance
- The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- 3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.
- The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant 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 Consultant 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 payment.

- 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project
- The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

- 3.2.3 Prohibition of Conflicting Activities The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (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 PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring PA's Prior Approval** The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations** (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the PA** (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be

specified in the SC.

3.8 Accounting, Inspection and Auditing

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE PA

- 5.1 Assistance and Exemptions** The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 Security** The consultant has to submit bid security and the performance security at the rate mention in SC.
- 6.2 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.3 Contract Price** The price payable in Pak Rupees/foreign currency/ is set forth in the SC.
- 6.4 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.5 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and

shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that 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 specified in the SC.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1}	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
1.3	The language is English.
1.4	The address is: Office of the Project Director BNBWU Procuring Agency: The BNBWU Attention: <u>Project Director</u> Email: project.manager@bnbwu.edu.pk Cell: 0333-2912183, 0335-3941994 <u>The Begum Nusrat Bhutto, Women University, National Highway, Rohri Bypass, Sukkur-65170</u>

Facsimile: Telephone # 0000000 Fax: 0000000000

E-mail: -----

Consultant: _____

Attention: _____

Facsimile: _____

E-mail: _____

Special Condition of Contract

{1.6} {The Member in Charge is [insert name of member]}

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

1.7 The Authorized Representatives are: _____

For the PA:

Attention: _____
Project Director BNBWU

Telephone _____
0333-2912183, 0335-3941994

Fax _____

E-Mail _____
project.manager@bnbwu.edu.pk

For the Consultant: _____

1.8 *PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.*

The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply.

The PA warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

- (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is October 2025.
The time period shall be *18 Months, (04 Months Design & documentation + 14 months for supervision)* subject to the Government approvals and

2.3 availability of funds.

3.4 The risks and the coverage shall be as follows:

Third Party liability insurance, with a minimum coverage of

- (a) Rs:50,000/-
- (b) professional liability insurance, with a minimum coverage of Rs:100000/-
- (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

Special Condition of Contract

Note: Delete what is not applicable

{3.5 (c)} {The other actions are: *[insert actions]*.}

Note: If there are no other actions, delete this Clause SC 3.5 (c).

{3.7 (b)} {Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}

{5.1} Not Applicable

6.1 Bid security shall be 2% of Bid amount.

Performance security shall be 3% of contract amount

6.3 All the Bids to be submitted in Pak Rupees.

6.5 The accounts are:

for local currency: *[PKR]*

Payments shall be made according to the mode of payment already mentioned

8.2 Disputes shall be settled by complaint redressal committee CRC define in SPPRA.
2010 (Amended 2019) or through arbitration Act of 1940 in accordance with the provisions of Pakistan Engineering Council & Laws of Pakistan.

Appendix A

(INTEGRITY PACT)

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

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]

CONTRACT

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert PA's name]* ("the PA") having its principal place of business at *[insert PA's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*.

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
2. **Term**

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.
4. **Economic Price Adjustment**

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ----% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision:
"Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13] *th* calendar month after the date of the Contract) by applying the following formula:

$$R_l = R_{lo} \times \frac{I_l}{I_{lo}}$$

where R_l is the adjusted remuneration, R_{lo} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_l is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{lo} is the official rate of inflation for the month of the date of the Contract.”]

- 5. Project Administration**
- A. Coordinator
- The PA designates Mr./Ms. *[insert name]* as PA’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.
- B. Timesheets
- During the course of their work under this Contract the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.
- C. Records and Accounts
- The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.
- 6. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA’s business or operations without the prior written consent of the PA.
- 8. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software.

Contract

- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

FOR THE PA

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____