

~~Proforma 2~~ is missing

ATTACHMENT - I
(See regulation 2)

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA - I

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods Worth Fifty Million or More

- NAME OF THE ORGANIZATION/DEPTT:- COMSATS University Islamabad, Wah Campus
- FEDERAL / PROVINCIAL GOVT: Federal Government
- TITLE OF CONTRACT: Master Planning, Engineering Design, Tender Documentation and Construction Supervision of Existing and New Campus Facilities of COMSATS University Islamabad, Wah Campus
- TENDER NUMBER. CUIW/PS/PQ/2122/01
- BRIEF DESCRIPTION OF CONTRACT: Master Planning of existing campus located at G.T. Road and greenfield campus at New City Phase-II, Engineering Design, Tender Documentation and Construction Supervision.
- TENDER VALUE: It is consultancy agreement and was awarded on percentage basis for Master planning and consultancy services
- ENGINEER'S ESTIMATE. Not applicable
- ESTIMATED COMPLETION PERIOD. 5
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN: Yes
- ADVERTISEMENT :
 - (i) PPRA Website: TS 455526 E through PID.
 - (ii) (Federal Agencies) (If yes give date and PPRA's tender number)
 - (ii) News Papers: Daily Nawa e Waqt, Daily Pak Today Published on 10th July, 2021.

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- TENDER OPENED ON (DATE & TIME): 29.07.2021 at 11.30 AM.
- NATURE OF PURCHASE. Local
- EXTENSION IN DUE DATE (If any). No
- NUMBER OF TENDER DOCUMENTS SOLD. 10 vendors(list enclosed)
- WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: Yes
- WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS: Yes (copy enclosed).
- WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
 - a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ ☐
 - b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____ ☒
 - c) TWO STAGE BIDDING PROCEDURE. _____ ☐
 - d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____ ☐
- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT CONTRACTING, NEGOTIATED TENDERING ETC.) Not applicable
- WHO IS THE APPROVING AUTHORITY Director/ Syndicate.
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING. Not Applicable.
- NUMBER OF BIDS RECEIVED: (Ten Bids).
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER: Yes
- WHETHER INTEGRITY PACT WAS SIGNED Yes


 (Muhammad Tariq Zafar)
 Incharge Purchase

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods Worth Fifty
Million Rupees or More

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF
OPENING OF BIDS _____

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____

National Engineering Services Pakistan (Pvt) (NESPAK) NESPAK House,
Sector G-5/2 Islamabad _____

➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID). _____ 1st _____

➤ NEED ANALYSIS (Why the procurement was necessary?) _____

To enhance the academic facilities _____

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE
REASONS (Briefly describe) _____ N/A _____



- WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS _____ YES _____ Yes / No
- DATE OF CONTRACT SIGNING _____ 22-December-2021 _____
(Attach a copy of agreement)
- CONTRACT AWARD PRICE _____ Rs. 61.125 Million _____ (It is consultancy agreement and was awarded on percentage basis for Master planning and consultancy services) _____
- WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS _____ YES _____ Yes / No
(Attach copy of the bid evaluation report)
- ANY COMPLAINTS RECEIVED _____ No _____ Yes / No
(If yes result thereof)

- ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS _____ No _____ Yes / No
(If yes give details)
- DEVIATION FROM QUALIFICATION CRITERIA _____ No _____ Yes / No
(If yes give details)

- SPECIAL CONDITIONS, IF Any
(Give Brief Description)
_____ (It is consultancy agreement and was awarded on percentage basis for Master planning and consultancy services) _____



F. No. 1-4/Contract/IT/2022
Government of Pakistan
Public Procurement Regulatory Authority
(Cabinet Division)
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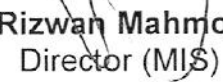


Islamabad, Oct 7, 2022

Subject: **CONTRACT AWARD PROFORMA**

Reference COMSATS's email No. Nil dated 06-09-2022, on the subject noted above.

2. Please provide proforma-II of contract award proforma of Tender No. CUIW/PS/PQ/2122/01 for uploading at PPRA website (Copy enclosed).


(Rizwan Mahmood)
Director (MIS)

Procurement Section
COMSATS University,
Wah Campus,
Wah Cantt

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services and Goods Worth Fifty
Million or More

- NAME OF THE ORGANIZATION/DEPTT. _____
- FEDERAL / PROVINCIAL GOVT. _____
- TITLE OF CONTRACT _____
- TENDER NUMBER _____
- BRIEF DESCRIPTION OF CONTRACT _____

- TENDER VALUE _____
- ENGINEER'S ESTIMATE _____
(for civil Works only)
- ESTIMATED COMPLETION PERIOD _____
- WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL
PROCUREMENT PLAN? _____ Yes / No
- ADVERTISEMENT :
 - (i) PPRA Website _____ Yes / No
(Federal Agencies) (If yes give date and PPRA's tender number)
 - (ii) News Papers _____ Yes /
No
(If yes give names of newspapers and dates)
- TENDER OPENED ON (DATE & TIME) _____
- NATURE OF PURCHASE _____ Local / International
- EXTENSION IN DUE DATE (If any) _____ Yes / No

- NUMBER OF TENDER DOCUMENTS SOLD _____
(Attach list of Buyers)
- WHETHER QUALIFICATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS _____ Yes / No
(If yes enclose a copy).
- WHETHER BID EVALUATION CRITERIA
WAS INCLUDED IN BIDDING/TENDER DOCUMENTS _____ Yes / No
(If yes enclose a copy).
- WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)
 - a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____ ☐
 - b) SINGLE STAGE - TWO ENVELOPE PROCEDURE. _____ ☐
 - c) TWO STAGE BIDDING PROCEDURE. _____ ☐
 - d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE. _____ ☐
- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS
ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT
CONTRACTING, NEGOTIATED TENDERING ETC.)
- WHO IS THE APPROVING AUTHORITY _____
- WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED
FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING.
- NUMBER OF BIDS RECEIVED _____
- WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER__ Yes / No
- WHETHER INTEGRITY PACT WAS SIGNED _____ Yes / No

PUBLIC PROCUREMENT REGULATORY
AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – II

To Be Filled And Uploaded on PPRA Website In Respect of All
Public Contracts of Works, Services & Goods Worth Fifty
Million Rupees or More

➤ NUMBER OF BIDDERS PRESENT AT THE TIME OF
OPENING OF BIDS _____

➤ NAME AND ADDRESS OF THE SUCCESSFUL BIDDER _____

➤ RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATED BID).

➤ NEED ANALYSIS (Why the procurement was necessary?) _____

➤ IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE
REASONS (Briefly describe) _____

➤ WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS _____ Yes / No

➤ DATE OF CONTRACT SIGNING _____
(Attach a copy of agreement)

➤ CONTRACT AWARD PRICE _____

➤ WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS _____ Yes / No
(Attach copy of the bid evaluation report)

➤ ANY COMPLAINTS RECEIVED _____ Yes / No
(If yes result thereof)

➤ ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS _____
(If yes give details)

➤ DEVIATION FROM QUALIFICATION CRITERIA _____ Yes / No
(If yes give details)

➤ SPECIAL CONDITIONS, IF Any
(Give Brief Description)

COMSATS UNIVERSITY ISLAMABAD, WAH CAMPUS



**AGREEMENT FOR ENGINEERING CONSULTANCY
SERVICES**

BETWEEN

COMSATS UNIVERSITY ISLAMABAD (CUI), WAH CAMPUS

AND

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED
(NESPAK)

FOR

MASTER PLANNING, ENGINEERING DESIGN, TENDER
DOCUMENTATION AND CONSTRUCTION SUPERVISION
OF EXISTING AND NEW CAMPUS FACILITIES OF
COMSATS UNIVERSITY ISLAMABAD, WAH CAMPUS

DECEMBER, 2021



National Engineering Services Pakistan (Pvt) Limited
NESPAK House Sector G-5/2, Islamabad, Pakistan
Phone: +92-51-9221910 - 13 Fax: +92-51-9221914
Email: Islamabad@nespak.com.pk : Web: <http://www.nespak.com.pk>

Convenor Works Committee

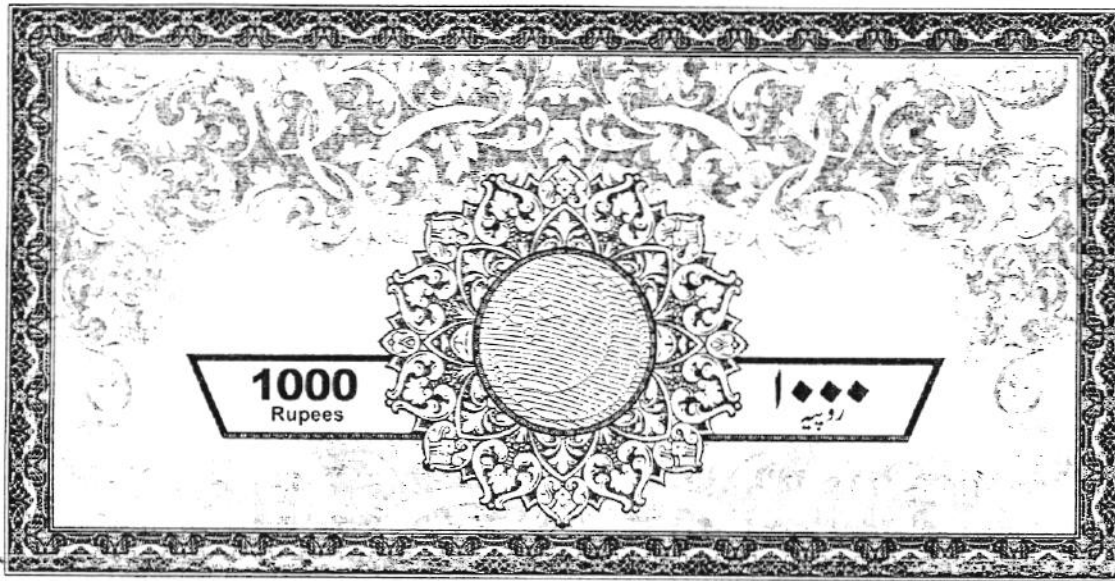
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**CONTRACT FOR ENGINEERING CONSULTANCY SERVICES
BETWEEN**

**COMSATS UNIVERSITY ISLAMABAD (CUI), WAH CAMPUS
AND**

**NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED (NESPAK)
FOR**

**MASTER PLANNING, ENGINEERING DESIGN, TENDER DOCUMENTATION
AND CONSTRUCTION SUPERVISION OF EXISTING AND NEW CAMPUS
FACILITIES OF COMSATS UNIVERSITY ISLAMABAD, WAH CAMPUS**

This CONTRACT (hereinafter called the "Contract") is made on the 22nd day of month of December, 2021, between, on the one hand, COMSATS University Islamabad (CUI), Wah Campus, located at G.T Road, Wah Cantt (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, National Engineering Services Pakistan (Pvt.) Limited (NESPAK) with its office located at NESPAK House, Sector G-5/2, Islamabad, (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:



National Engineering Services Pakistan
(Pvt) Limited (NESPAIC) Through Mr
Abbasi 37405-6367999-3 Agreement for

Engineering Consultancy ^{Islamabad} Services between
Consut University (CU) wva Campus and
National Engineering Pakistan (Pvt) Ltd
Entsting New Campus Facility of
Consut University wva Campus

1000+2 = 2000



11174
17-12-21

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
- (a) the General Conditions of Contract;
 - (b) the Special Conditions of Contract;
 - (c) the following Appendices:
 - Appendix A : Description of the Services
 - Appendix B : Reporting Requirements
 - Appendix C : Key Personnel and Subconsultants
 - Appendix D : Breakdown of Contract Price in Foreign Currency (Not Applicable)
 - Appendix E : Breakdown of Contract Price in Local Currency
 - Appendix F : Services & Facilities to be Provided by the Client
 - Appendix G : Integrity Pact (for Services above PKR 10 million)
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical counterparts, each of which shall be deemed as the original, as of the day, month and year first above written.

For and on behalf of
COMSATS UNIVERSITY ISLAMABAD (CUI),
WAH CAMPUS
(The Client)

Witness

Signature

Name: Prof. Dr. Saeed Ahmad

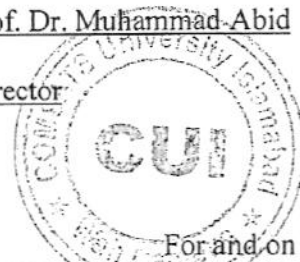
Title: Convener, Campus Works Committee

Signature

Name: Prof. Dr. Muhammad Abid

Title: Director

Seal:



For and on behalf of
NATIONAL ENGINEERING SERVICES
PAKISTAN (PVT.) LIMITED (NESPAK)
(The Consultants)

Witness

Signature

Name: Qaisar Abbas Bashir

Title: Project Manager, Islamabad

Signature

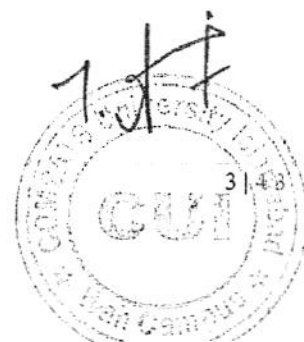
Name: Danish Raza

Title: General Manager / Head, Islamabad

Seal:



II. GENERAL CONDITIONS OF CONTRACT



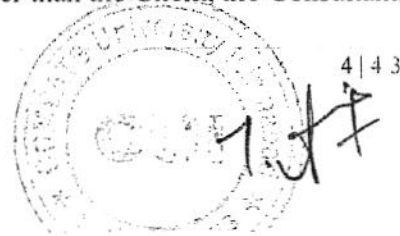
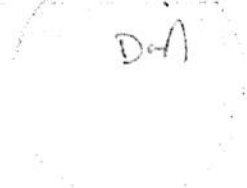
II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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



- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorised Representatives

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

1.7 Taxes and Duties

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

1.8 Leader of Joint Venture

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



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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

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



2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

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

2.7.3 Extension of Time

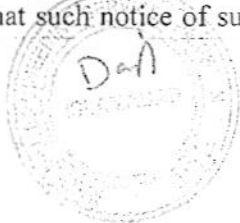
Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall



request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

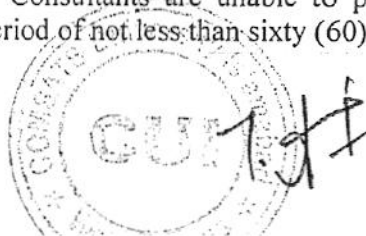
The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to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

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

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



- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

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

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

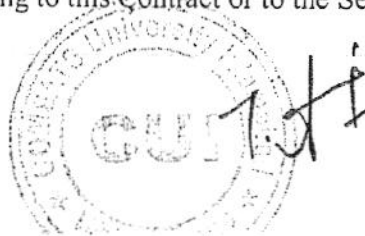
2.9.5 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as



faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Subconsultants or third parties.

3.2 Consultants Not to Benefit from Commissions, Discounts, etc.

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

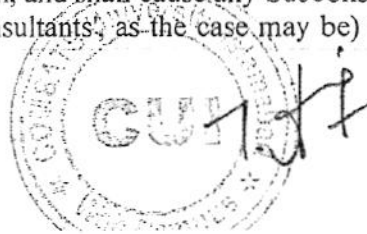
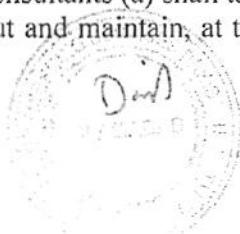
The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

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

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

3.5 Other Insurance to be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Subconsultants to take out and maintain, at their (or the Subconsultants' as the case may be) own cost



but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

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

3.7 Reporting Obligations

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

3.8 Documents Prepared by the Consultants to be the Property of the Client

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

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

3.9 Equipment and Materials Furnished by the Client

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



3.10 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

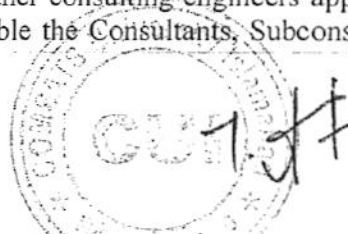
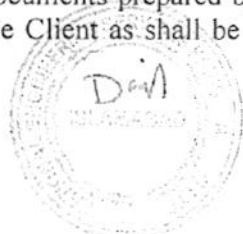
5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or



Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;

- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organisations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contract;
- (c) issue to officials, agents and representatives of the concerned organisations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

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

5.1.3 Approvals

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

5.2 Access to Land

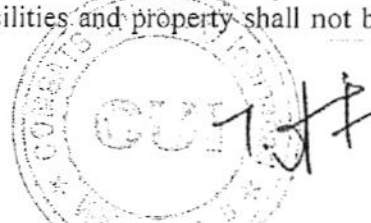
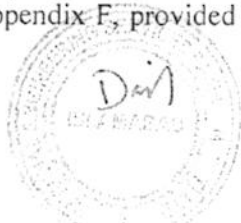
The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

5.3 Change in the Applicable Law

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

5.4 Services and Facilities

The Client shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made



available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

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



6.5 Delayed Payments

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

6.6 Additional Services

Additional Services means:

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

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

6.7 Consultants' Entitlement to Suspend Services

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

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

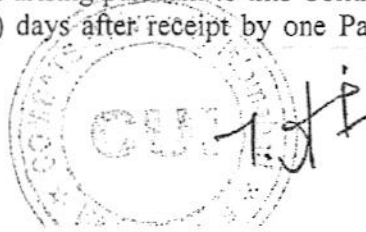
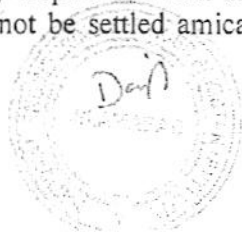
7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the



other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and of the Rules made thereunder and any statutory modifications thereto.

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

8. INTEGRITY PACT

8.1 If the Consultant or any of his Subconsultants, 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 Subconsultant, 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 Subconsultant, agents or servants.

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



III. SPECIAL CONDITIONS OF CONTRACT



III. SPECIAL CONDITIONS OF CONTRACT

| No. of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|------------------|--|
|------------------|--|

1.1 Definitions

- (p) "Project" means "Master Planning, Engineering Design, Tender Documentation and Construction Supervision of Existing and New Campus Facilities of COMSATS University Islamabad, Wah Campus"

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Convener
Campus Works Committee,
COMSATS University Islamabad, Wah Campus
G.T Road, Wah Cantt.
Tel: +92-51-4534200-2
Fax: +92-51-4546850

For the Consultants:

Project Manager
National Engineering Services Pakistan (Pvt.) Ltd. (NESPAK)
Islamabad Office,
NESPAK House, Sector G-5/2, Islamabad.
Tel: 051-9221910-13
Fax: 051-9221914

1.7 Taxes and Duties

All taxes and duties, including Sales Tax on Services @ 16%, prevalent on the date of signing of this Contract are included in the Consultants' Remuneration. Any taxes and duties levied after the date of signing of this Contract shall be reimbursed to the Consultant by the Client as per actual.

1.8 Leader of the Joint Venture

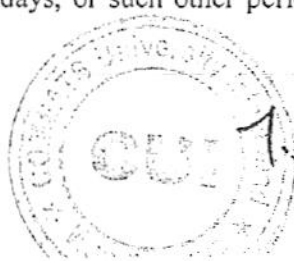
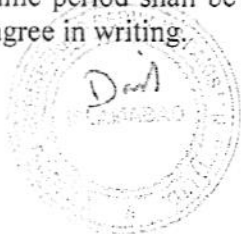
This Sub-Clause is deleted in its entirety.

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

The time period shall be twenty eight (28) days, or such other period as the Parties may agree in writing.



2.3 Commencement of Services

The Consultants shall commence the Services within seven (07) days after signing of Agreement.

2.4 Expiration of Contract

The period of Completion of Services, as per scope of Services described under Appendix-A, for various stages of the Project shall be as under:

- | | |
|--|--|
| A. Design Services Stage: | Seven (07) months from the date of Commencement of Services. |
| B. Construction Supervision Services Stage: | |
| i. Detailed Construction Supervision | Twenty-Four (24) months with effect from Commencement of Construction Works at Site. |
| ii. Defect Liability Period | Twelve (12) months during the Defect Liability Period. |

"Completion of Services" means completion of Services as per Appendix-A inter alia submission of final deliverable to the Client as per Appendix-B and receiving of final payment by the Consultants as per SC Sub-Clause 6.3.

In case of delays caused due to land disputes resulting in denial of access or change in boundaries, or approval of plans from regulatory authorities, such delay period will be added to time schedule at respective stages.

2.6 Extension of Time for Completion

Add following para (d) at the end:

- d) Period of Completion of Services may be extended for any period as mutually agreed between both the Parties.

2.9.4 Payment upon Termination

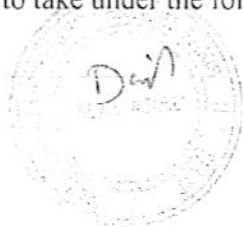
Add the text "and computed as per SC Sub-Clause 6.3" at the end of Sub-Clause 2.9.4 after the text "shall be proportioned".

3.5 Insurance to be Taken out by the Consultants

This Sub-Clause is deleted in its entirety.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall clear with the Client, before commitments on any action they propose to take under the following:



- (a) Issuing Variations Orders in respect of:
- i. additional items of Works as determined by the Engineer to be necessary for the execution of Works.
 - ii. any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
 - iii. any item of Works covered under Provisional Sums
- (b) Claim from the Contractor with full supporting details and Consultants recommendations, if any, for settlement.
- (c) Details of any nominated sub-contractor.
- (d) Any action under terms of Performance Guarantee or Insurance Policy.
- (e) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
- i. Adverse Physical Conditions and Artificial Obstructions
 - ii. Suspension of Works
 - iii. Bonus and Liquidated Damages
 - iv. Certificate of Completion of Works
 - v. Defects Liability Certificate
 - vi. Forfeiture
 - vii. Special Risks
- (f) Final Measurement Statement
- (g) Release of Retention Money
- (h) Approving Extension of Time

3.8 Documents Prepared by the Consultants to be the Property of the Client

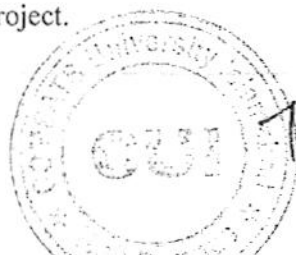
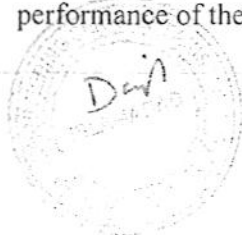
The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party.

5.1.1 Assistance

- (a) The Client shall provide within seven (07) days from the Commencement date, at no cost, all existing data, information, studies and reports available with the Client and other inputs to assist the Consultants to carry out the Services.
- (e) Other assistance and exemptions to be provided by the Client to obtain the existing data relevant to carry out the Services, from the various Government Departments and other Organizations.

Add para (f) as under:

- (f) The Client shall indemnify, save and hold Consultants and its Personnel harmless and defend them from and against all claims, demands and suits that may be made or brought against them by third parties for action taken by them in due discharge of their official duties in connection with the assignments, while taking in consideration prudent engineering practices, provided that these claims, demands, suits pertain to the incidents occurring during performance of their duties for the Project.



5.1.2 Coordination

(a) Name of agencies, departments/ authorities;

- Local and District Administration
- Town Municipal Administration
- WAPDA and / or IESCO
- Pakistan Telecommunication Company (PTCL) and NTC
- Sui Northern Gas Pipelines Limited (SNGPL)
- Highways Department and / or National Highway Authority (NHA)
- Provincial Environmental Protection Agency
- Any other relevant agency and department

5.1.3 Approvals

The Client shall accord approval of the documents within twenty-one (21) calendar days from the date of submission of each deliverable by the Consultants except Master Plan for which it may take thirty (30) days from its submission by the Consultant. The time taken by the Client for review and approval will be added to the time schedule at respective stages.

6.1 Lump Sum Remuneration

Consultants Remunerations:

The entire text under GC Sub-Clause 6.1 is deleted and replaced as under:

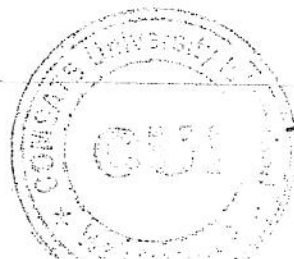
The Consultants remunerations in accordance with Scope of Services given in Appendix-A shall be as under:-

| S/N | Description | Units | Quantity | Unit Rate (Rs.) | Amount (Rs.) |
|-----|---|----------|----------|-----------------|--------------|
| 1 | Topographic Survey of Existing Campus | | | | |
| | a. Existing site (Tentative Area = 495' x 108') | Kanal | 95 | 2,300 | 218,500 |
| | b. CUI Wah, New Campus | Kanal | 157.86 | 2,300 | 363,078 |
| 2 | Hydrological and Hydraulic Studies for flood studies and nullah channelization works for CUI Wah New Campus | Lump Sum | - | - | 1,740,000 |
| 3 | Environmental Studies (EIA/IEE, as the case may be) | Lump Sum | - | - | 1,740,000 |
| 4 | Soil/ Geotechnical Investigations | Lump Sum | - | - | 3,480,000 |
| 5 | Electrical Resistivity Surveys for tubewells | Lump Sum | - | - | 928,000 |
| 6 | Review of Master Plan of Existing Site | Kanal | 95 | 12,200 | 1,159,000 |

| S/N | Description | Units | Quantity | Unit Rate (Rs.) | Amount (Rs.) |
|-------------|--|----------|----------|-----------------|--------------|
| 7 | Master Plan of New Campus | Kanal | 157.86 | 14,700 | 2,320,542 |
| 8 | Schematic Design of Buildings | | | | |
| | a) Existing Campus facilities | Sft | 150,000 | 16.25 | 2,437,500 |
| | b) New Campus facilities | Sft | 505,000 | 16.25 | 8,206,250 |
| 9 | Detailed Design of Buildings | | | | |
| | 1) Existing Campus facilities | Sft | 150,000 | 21 | 3,150,000 |
| | 2) New Campus facilities | Sft | 505,000 | 21 | 10,605,000 |
| 10 | Detailed Design of Infrastructure Development Works | | | | |
| | 1. Existing Campus facilities | Lump Sum | - | - | 522,000 |
| | 2. New Campus facilities | Lump Sum | - | - | 1,566,000 |
| 11 | Cost Estimation and tender Documentation of facilities to be provided at existing Campus | Lump Sum | - | - | 2,436,000 |
| 12 | Cost Estimation and assistance to Client in preparation of PC-1 for facilities to be provided at New Campus | Lump Sum | - | - | 8,073,600 |
| 13 | Detailed Construction Supervision and Post Completion Services during Defects Liability Period of all the buildings & external developmental works/ services of existing campus as mentioned in the TORs | | | | |
| | a. Resident Engineer | Months | 24 | 333,500 | 8,004,000 |
| | b. Site Inspector-Civil | Months | 24 | 58,000 | 1,392,000 |
| | c. Site Inspector-Electrical | Months | 12 | 58,000 | 696,000 |
| | d. Quantity Surveyor | Months | 24 | 87,000 | 2,088,000 |
| Grand Total | | | | | 61,125,470/- |

6.2 Contract Price

- (a) Consultants' remuneration shall be paid in Pakistani Rupees (PKR).
- (b) The para (b) is deleted;



Add following para (c) at the end

- (c) The Contract Price of Consultancy Services in accordance with Scope of Services given in Appendix-A, is Rs. 61,125,470/-, remunerations as provided in SC Sub-Clause 6.1, subject to adjustment as under:
- (i) In case the Scope of Services, Plot Area, Covered Area of Building are increased, the additional remunerations shall be payable by the Client on pro-rata basis i.e. on the existing rates and on the same terms and conditions.
 - (ii) In case of completion of part works, payment shall be made on pro-rata basis.
 - (iii) In case the duration of construction works extends beyond the stipulated time period due to the poor performance of the Contractor(s) and/or delays on the part of the Client and/or any other factors beyond the control of Consultants, additional remuneration shall be paid to the Consultants for construction supervision services during such extended period on mutually agreed terms and conditions. Additional payment to the Consultants shall be based on prevailing man-month rates of the actual Consultants staff employed at site during extended period and direct cost worked out in accordance with "Code & Practice of Consulting Engineers, Bye-Laws 1986" issued by Pakistan Engineering Council.
 - (iv) The Client shall bear all legal fee, challans or payment to any Government Agencies or Departments including but not limited to Local, Town & District Administration, Local Development Authorities, WAPDA & IESCO, SNGPL, PTCL & NTC, PEPA, Highways and Public Health Departments and any other relevant agency and departments as mentioned in GC Sub-Clause 5.1.2 above. Cost of advertisements in print media in connection with the Project, cost of any third party validation and remunerations as required by the local development/municipal authorities will also be borne by the Client.
 - (v) Any additional cost other than the costs covered by this Contract shall be claimed for reimbursement if the Consultant has prior approval in writing from the Client for execution of such additional assignments.

6.3 Terms and Conditions of Payment

The Consultants' Remuneration based on Sub-Clause 6.1 and 6.2 shall be paid in the following manner.

6.3.1 Remunerations for Geo-technical Investigation

The Consultants will be responsible for carrying out geotechnical investigations and preparation of report without any additional cost to the Client. However, lab testing facility, available with CUI will be used by NESPAK free of cost.

In case the covered area of buildings increases from 505,000 Sft for New Campus and 150,000 Sft for Existing Campus, additional charges shall be paid by the Client to the

Consultant on pro-rata basis and the payment will be reduced in case the covered area is reduced.

6.3.2 Remunerations for other Studies

The Client shall provide to the Consultants all the available existing data / information / reports / studies / plans & surveys etc., or any other relevant document concerning the Project.

In case of non-provision of the any data mentioned in Set scope of services hereinabove and/ or additional requirements for surveys & studies, the Consultants may provide assistance for carrying out studies other than mentioned above (if required) for the Site from specialized firms/institutions as per Client's advice. Cost thereof in actual shall be borne by the Client, and shall be paid to the firms/institutions based on Consultant's certified bills / services. Cost for supervision and preparation of reports shall be paid to the Consultants as per mutually agreed rates between the Parties.

6.3.3 Remunerations for Design Phase:

Consultant remunerations for Design Phase shall be paid upon submission of each deliverable as mentioned in Sub-clause 6.1.

6.3.4 Remunerations for Detailed Construction Supervision Phase

Consultant remunerations for Detailed Construction Supervision shall be paid monthly according to staff deployment as mentioned in Sub-clause 6.1. In case of any other additional requirement of staff or any other specialized staff be required with consent of the Client, the same shall be payable to the Consultant as per prevailing man-month rates of the Consultant.

6.4 Period of Payment

Any amount due to the Consultants shall be paid by the Client to the Consultants within twenty-one (21) days of the date of its submission to the Client.

6.5 Delayed Payments

If the Client delays payments to the Consultant beyond the period stated above in Sub-Clause 6.4, financing charges @ eight percent (8%) per annum shall be paid to the Consultant for each day of such delay.

6.6 Additional Services

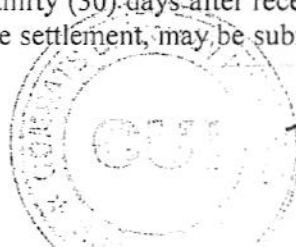
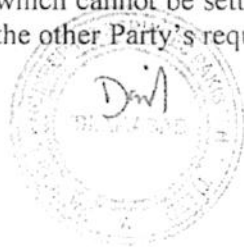
Add the following as para (d)

(d) Any re-doing required by the Client after Approval.

7.2 Dispute Settlement

Delete the text and replace with the following:

Any dispute between the Parties as to the matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by the either



party for settlement in accordance with the provisions of PEC Rules of Conciliation and Arbitration and of the Rules made there under and any statutory modifications thereto.

The venue of Arbitration shall be Islamabad Pakistan and Courts located in Islamabad Pakistan shall have jurisdiction in the matter

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



APPENDICES



7.5/1

Appendix A

Description of the Services

A-1 THE PROJECT

COMSATS University Islamabad (CUI) is a leading public sector, federally chartered, degree awarding institution which received the Charter to award the degrees in August 2000. The CUI has a well-established reputation and have a wide range of academic and research interests. The CUI is a multi-campus institution located in seven cities across the country namely Islamabad, Abbottabad, Attock, Wah, Lahore, Sahiwal and Vehari, as well as it maintains a Virtual Campus.

CUI Wah Campus is housed in a building located along G.T. Road Wah Cantonment having 96 Kanals of land. CUI Wah also owns a land measuring 157.86 Kanals at New City Phase-II near Brahama Bahtar Interchange, Wah Cantt. Currently, around 4000 students are enrolled in CUI Wah Campus.

The Campus intends to revise the master plan of existing campus and wants to extend academic facilities by constructing new blocks. The Consultants would be required to prepare a master plan catering the below mentioned needs of the institution on desired location. The design should be futuristic and flexible to accommodate the new requirements as they emerge overtime.

A-2 PROJECT CONSIDERATIONS

a) Description of Land

- i. **Existing Campus:** CUI Wah Campus owns 96 Kanals of land having a built-up area of 105,000 Sft at G.T. Road Wah Cantt.
- ii. **New Campus:** CUI Wah Campus has purchased 157.86 kanals of land at green field New City Phase-II near Barhma interchange Wah Cantt for construction of new Campus.

b) Master Planning and Engineering Services

- i. **Existing Campus:** The Campus intends to revise the Master Plan of existing campus and wants to extend academic facilities by constructing new blocks. The Consultants would be required to prepare a Master Plan catering the needs of the Institution on desired location as mentioned in para d) here-in-below. The design should be futuristic and flexible to accommodate the new requirements as they emerge over time.
- ii. **New Campus:** The CUI Wah Campus shall be a forward looking higher education institution with emphasis on research and innovation. The architecture of its permanent campus should be reflection of its true character. The architecture should be modern albeit considerate to our national traditions. The Consultants would be required to prepare a master plan catering the needs of the institution for the next 20 years. The design should be futuristic and flexible to accommodate the new requirements as they emerge overtime. The trunk infrastructure should be adequate enough to manage any unforeseen or requirements verifiable to past record.

c) Infrastructure Requirements

Taking into consideration the assumptions stated above, following minimum infrastructure would be required to be established:

i. Existing Campus

| Required Infrastructure | Tentative Covered Area (Sft.) |
|--|-------------------------------|
| Academic Block 2 Basement + Ground + 3 storeys Major Requirements: 30 classrooms (32'x28' each) Lecture halls, offices, stores, toilets | 65,000 |
| Labs Block 2 Basement + Ground + 3 storeys Major Requirements: 16 Labs (40'x30' each), offices, stores, toilets | 30,000 |
| Guest House 2 Basement + Ground + 3 storeys Major Requirements: 8 Guest Rooms, Kitchen, Dining, sitting area, lobby, passage, toilets | 15,000 |
| Cafeteria Basement + Ground Floor Major Requirements: Dining area, Kitchen, store, open sitting area, toilets | 25,000 |
| MT Shed | 15,000 |
| Infrastructure and External Development Works <ul style="list-style-type: none"> • Development of Play Fields • Entrance gateway • Vehicular Parking Area for Staff and Guests • Channelization of Drain along G.T. Road | |

ii. New Campus

| Required Infrastructure | Tentative Covered Area (Sft.) |
|-------------------------|-------------------------------|
| Academic Block/s | 240,000 |
| Auditorium | 20,000 |

| Required Infrastructure | Tentative Covered Area (Sft.) |
|---|-------------------------------|
| Library | 15,000 |
| Admin Block | 30,000 |
| Student Service Centre | 25,000 |
| IT Centre | 8,000 |
| Medical Centre | 2,500 |
| Day Care Centre | 2,500 |
| Sports Gymnasium | 30,000 |
| Students' Cafeteria | 15,000 |
| Staff Cafeteria | 5,000 |
| Workshops | 10,000 |
| Faculty/ Executive Development Centre | 25,000 |
| Hostel (Boys & Girls) | 75,000 |
| Electrical Sub-Station/s | 1,000 |
| Filtration Plant | 1,000 |
| External Development Works For an area of 157.86 Kanals to meet the current and future demands of the CUI Wah New Campus | |

The Consultants shall be required to fine-tune the requirements.

- External development works to commensurate with the construction having provision for expansion/ extension should there be a need in the future.
- The power network is to be designed in rationalized cluster zones with single point controls for POWER-LIGHT-EMERGENCY-BACKUP MODE etc. at each HT~LT host. The CUI being first university of country who obtained net metering license at its principal campus will continue its tradition to adopt renewable energy at this campus as well.
- Aside from security & safety aspect, the Consultants are encouraged to provide a sturdy and fail proof mechanism for Rain Water Harvesting and Tap Water/ Power conservation system.



A-3 SCOPE OF WORK/SERVICES

Consultants will provide Engineering/ Architectural/ Master Planning Services for the construction/ execution of buildings & external developmental works/ services for both existing and new campus of CUI Wah.

Following services will be provided by the selected consultants:

1.1 Surveys & Studies

i. Topographic Survey:

The Consultants are required to carry out topographic survey and submit soft and hard copy of the survey sheet at appropriate scale with contour interval of 2 ft.

ii. Hydrological and Hydraulic Studies:

The Consultants shall carry out detailed study of the nullah/ water stream traversing within and adjacent to new campus and would calculate the discharge for different return periods. The Consultants will accordingly carry out detailed hydraulic analysis and would submit hydraulic analysis report suggesting the appropriate solution for channelization of water stream to avoid flooding.

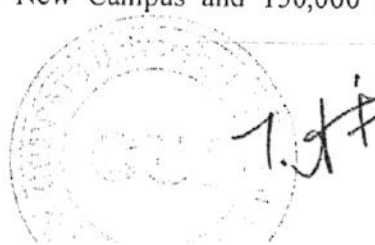
iii. Electrical Resistivity Survey:

The Consultants shall frame the BOQ and Cost Estimates for carrying out Electrical Resistivity Survey for CUI Wah, New Campus site through specialized contractor. The Consultants will assist the Client in evaluation of bids and award of work. The Consultants shall supervise the field testing by suitably qualified engineer at site who would ensure that the works are performed by specialized contractor as per relevant standards. The Consultants will be responsible for verification of invoice(s) of the contractor as per actual work done. The Consultants shall review the test results and submit ground water report. Cost of specialized contractor shall be borne by the Client and shall be directly paid to the contractor.

iv. Soil/ Geotechnical Investigations:

The Consultants will be responsible for carrying out geotechnical investigations and preparation of report without any additional cost to the Client. However, cost of performing necessary lab tests for which the facility is available with the COMSATS Wah shall be borne by the Client.

In case the covered area of buildings increases from 505,000 Sft for New Campus and 150,000 Sft for



Existing Campus, additional charges shall be paid by the Client to the Consultant on pro-rata basis.

v. Environmental Studies:

The Consultants shall carry out environmental studies and would submit Environmental Impact Assessment (EIA)/ Initial Environmental Examination (IEE) report, as the case may be, for the review and approval of the concerned Environmental Protection Department (EPD). All costs related to public hearing, advertisement, fee challans to EPD shall be directly borne by the Client. The Consultants shall frame the BOQ and Cost Estimates for carrying out environmental monitoring tests through specialized EPD approved firm. The Consultants will assist the Client in evaluation of bids and award of work. The Consultants shall supervise the field testing by permanent deployment of suitably qualified staff at site who would ensure that the works are performed by specialized firm as per relevant standards. The Consultants will be responsible for verification of invoice(s) of the firm as per actual work done. Cost of specialized testing firm shall be borne by the Client and shall be directly paid to the contractor(s).

1.2 Master Planning

- i. Revision/ Review of Master Plan of existing campus
- ii. Preparing, describing and illustrating preliminary master plan including landscaping, existing structures, proposed structures, future facilities, internal roads, pavement network, parking area, and open spaces, etc. as per engineering / architectural standards.
- iii. Preparing and submission preliminary master plan report.
- iv. Preparation and submission of final revised master plan of scheme with allied accommodation along with outline utilities plans.

1.3 Schematic Design

- i. Collection of project requirements and scope of work from the Client/ User Department/s.
- 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 including 3D views of proposed buildings.
- iv. Present the Client's views about the requirements laid down in the Project brief including the aspects of time and cost, asses these and give general advice on how to proceed
- v. Prepare Concept design drawings, including the following:
 - a) Site Plan
 - b) Floor Plan
 - c) Elevation and Sections

- d) Perspective
- vi. Evaluating feedback of the Client for further improvements in the design.
- vii. Making presentations at various stages of Designing as per requirement of the Client
- viii. Prepare and Submit 4 (four) sets of all drawings.
- ix. Upon a written communication of the Concept Design Stage by the Client, the Consultants will be required to proceed to the next stage.

1.4 Detailed Architectural and Engineering Design

- i. Formulate/ offer comments and recommendations on the schematic design drawings, if made by the Client.
- ii. Complete standard 'Submission Drawings' based upon the approved concept design drawings and assist the Client in submitting to the relevant authorities. The Consultants will be required to facilitate (technical assistance) the Client on the need to obtain building permit, approvals under the building act and regulations of local civic body, etc. and other similar statutory requirements
- iii. All fee required (if any) for processing the case with concerned authorities will be borne by the Client
- iv. Develop the approved design; develop architectural detailing, identification of suitable building materials. Concept description of all engineering systems including but not limited to HVAC and facilitate the independent Consultants, if so engaged by the Client
- v. The drawings in this stage will include:
 - a) Site development plan
 - b) Surface drainage plan adjacent to building/s
 - c) Water supply & drainage system
 - d) Sewage disposal & treatment
 - e) Drainage disposal
 - f) Roads & open spaces
 - g) External electrification and lighting plan
 - h) Boundary wall and main entrance
 - i) Landscaping
 - j) Development of floor plans
 - k) Development of elevations and sections
 - l) Architectural details
 - m) Identification of building materials
 - n) Structural design drawings
 - o) Electrical drawings
 - p) Mechanical drawings
 - q) Networking drawings
 - r) Description of all Engineering Systems
 - s) Outline Specifications including finishing materials
- vi. Prepare and Submit four (04) sets of all drawings to CUI, Wah Campus

1.5 Cost Estimation

- i. Quantity Take Off
- ii. Bill of Quantities



- iii. Technical Specifications of Non-Scheduled Items
- iv. Cost Estimation along with rate analysis for Non-Scheduled items
- v. Assistance to Client in preparation of PC-1
- vi. Prepare and submit four (04) sets of Cost Estimates, Specifications and PC-1 to CUI, Wah Campus

1.6 Tender Documentation

This phase is required to be executed only for the facilities covered under Existing Campus.

- i. Assistance to Client in Prequalification of constructors, if required
- ii. Preparation of Tender Documents consisting but not limited to the following:
 - a) Instructions to Bidders
 - b) Conditions of Contract
 - c) Special Stipulations
 - d) Bidder's Evaluation Criteria
 - e) Appendices to Bid
 - f) Standard forms including form of Bid, Form of Agreement, Bid Bond, Performance Guarantee
 - g) Special Provisions
 - h) Technical Specifications
 - i) Tender Drawings
 - j) Bill of Quantities
- iii. Assistance to Client in Bids/ Tenders evaluation and award of contracts.

1.7 Detailed Construction Supervision

This phase is required to be executed only for the facilities covered under Existing Campus.

- i. Upon approval of the previous Design Development submittal, develop the drawings further into full scale Architectural and Engineering drawings to be used for construction. All concepts of engineering design shall be finalized and detailed for construction purposes. Four (04) sets of construction drawings shall be submitted and will include the following:
 - a) Civil Works
 - Site grading/ setting out plan (as per agreed limits and extents of site)
 - Site sections and details
 - Road systems and pavements
 - Surface and sub-surface drawings plan
 - Boundary fence, gates and car parking, if applicable
 - Overhead and U/G tank(s)
 - Miscellaneous details



b) Architectural Works

- All floor plans
- Roof plan and details
- Exterior elevations
- Interior elevations
- Wall sections
- Schedule of finishes
- Reflected ceiling plans
- Miscellaneous details

c) Structural Works

- Foundation plan
- Floor and roof framing plans
- Schedule of structural members
- Sections and details

d) Mechanical Works

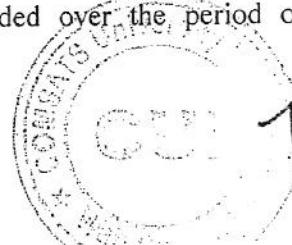
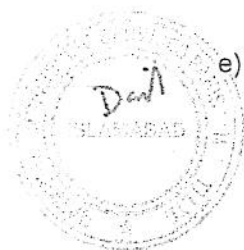
- Site utilities plans and details
- Water supply and distribution (separately for portable water and drainage details)
- Plans of plumbing layouts, drainage, fixtures and piping
- Overhead and U/G tank(s)
- Internal Sui gas piping and details
- Central heating ventilation and air conditioning plans
- Equipment schedules and details
- Passenger /Cargo lifts

e) Electrical Works

- Site electrical plans and details
- Plans of all electrical layouts, showing power conduits
- Internal conduits for telephone into all data cabling systems
- Effective and economical lighting plan
- Lightning protection/conductor system
- Fixture and panel load schedules and design including but not limited to main panel boards, generator panel, UPS panel, etc.
- Fire alarm, Security System and Smoke detectors etc.

ii. Following services are to be performed for detailed construction supervision of works:

- a) Checking the actual layout of all structures in relation to the benchmark baseline, and other structures
- b) Modifying the layout and/ or design when needed, subject to the approval of the competent authority.
- c) Providing continuous site supervision of the construction through properly qualified and experienced technical staff.
- d) Ensuring that the work is being carried out in accordance with final approved drawings, specification and tender documents and according to the agreed time schedule.
- e) Construction plan extended over the period of completion



7.7.11

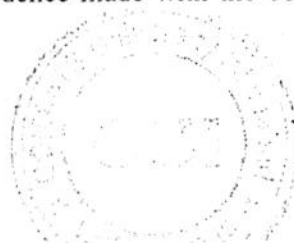
stipulated in the tender documents.

- f) Ensuring the building materials are selected and used in accordance with the technical specifications. Establishing procedures and criteria and assuring regular testing of structural and other materials and examining test reports.
- g) Holding meeting with the COMSATS University Islamabad (CUI) Wah Campus, civic bodies, service utilities and construction Contractors as and when required.
- h) Ensuring that the construction schedules is followed by the Contractors. Recommending approval or disapproval of time extensions requested by the construction firms.
- i) Ensuring that all bonds/ policies/ guarantees remain valid during the entire approved construction period.
- j) Scrutiny/ verification of Contractor's bill of payment.
- k) Monitoring of progress/ performance of the Contractors and preparing monthly progress reports depicting progress accomplished in the graphic form/ or CPM, problems encountered, work and payments approved for submission to COMSATS University Islamabad (CUI).
- l) Reviewing variation orders submitted by the Contractors. Examining the need for such variation orders and preparing cost estimate based on the BOQ or Current market prices, highlighting their financial implications for security and final decision by of COMSATS University Islamabad (CUI).
- m) Prepare in time, well within terms of applicable contracts/ agreements between the Client and/ or the Contractors and recommending punitive action in order to complete the work if the contractors fail to proceed with construction due to but not limited to the following: slow pace of work (slow pace), of work delinquency, insolvency or other reasons or take suitable actions in respects thereof to arrest any actual or probable loss to the Client.
- n) Ensuring that the works are completed in accordance with the requirements of the contract documents and to the satisfaction of Client and recommending issuance of completion certificates to the construction Contractors.
- o) Preparation of Punch lists and supervision of the rectification of deficient/defective work during the maintenance period.
- p) Submission of final completion reports including but not limited to the As-built drawings as obtained from the Contractors under the relevant provisions of applicable Contract.

- iii. Client shall provide site office for supervision staff along with office utilities. Vehicles running and maintenance for site supervision activity / staff, site office expenses including stationary, Computers, Printers etc shall be arranged through construction contract.

1.8 Post Completion Stage

- i. Submission of As-built drawings/ inventories and 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.
 - iv. Verification of Final Payment Certificate



7.5.11

Appendix B

Reporting Requirements

Pursuant to Sub-Clause GC-3.7, the Consultants will provide soft and / or hard copies of each of the following reports/documents at appropriate stages of the Project:

B-1 DELIVERABLES BY THE CONSULTANTS

The Consultants will provide following reports/ documents at appropriate stage of the project. Two draft copies for approval and two final copies (hard) along with soft copy of approved reports/ documents will be provided.

- a) Master Plan/ Revision of Master Plan.
- b) Schematic design of individual buildings and infrastructure works
- c) Detailed design
 - i. Final Architectural Drawings
 - ii. Final engineering design/drawings of services i.e. plumbing, electrification and IT services. For purpose of clarity the scope of electrification would relate but not limited to the customary electricity requirements of the building, air-conditioning, heating, ventilation, telephony, safety and IT services a minimum of stand by generator panels relating to 25-30% of the total load with 15% redundancy in distribution boards etc.
 - iii. Final design and drawings for infrastructure works
 - iv. Submission drawings for approval from local and statutory authorities
- d) Tender documents
- e) Evaluation report(s) for pre-qualification of constructors, if required
- f) Evaluation report(s) of bids
- g) Monthly progress report(s) during construction stage

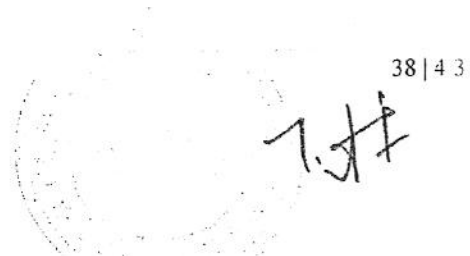
B-2 TIME SCHEDULE OF SERVICES:

Time Schedule of Services under the Contract shall be as under:

- | | | |
|----|--|---|
| a. | Commencement of Services | Within 07 days after authorization |
| b. | Topographic Survey | Within 07 days after commencement of services |
| c. | Review of Master Plan of Existing Campus | Within 28 days after authorization |
| d. | Master Plan of New Campus | Within 28 days after authorization |
| e. | Schematic Design of Individual Buildings | Within 56 days after formal initiation order and receiving of requirements from the Client. |
| f. | Detailed Design Phase | Within 56 days after approval of schematic design |

- | | | |
|----|-----------------------------------|--|
| g. | Cost Estimation and PC-1 | Within 21 days after approval of Detailed Design |
| h. | Tender Documentation | Within 14 days after approval of Detailed Design |
| i. | Detailed Construction Supervision | 24 months after award of work |

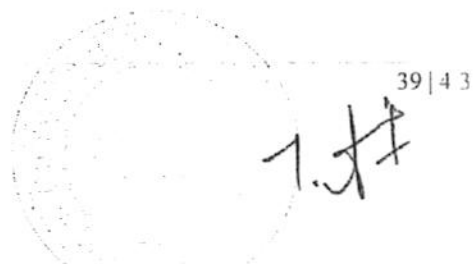
Note: The above mentioned time does not include the time taken by the Client for reviews and approvals



Appendix C

Key Personnel and Sub consultants

- C-1** Following Key Personnel of NESPAK will be responsible for execution of this agreement.
1. Mr. Danish Raza, General Manager/ Head, Islamabad Office
 2. Mr. Qaisar Abbas Bashir, Project Manager, Islamabad Office
- C-2** All design activities will be done at different design offices of NESPAK located at Islamabad, Lahore and Karachi as per design requirements.



Appendix D

Breakdown of Contract Price in Foreign Currency

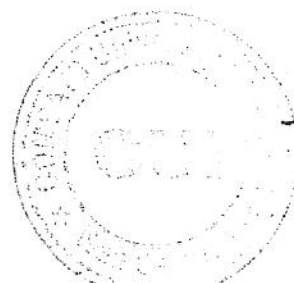
NOT APPLICABLE



Appendix E

Breakdown of Contract Price in Local Currency

Remunerations for Detailed Architectural & Engineering Design and Detailed Construction Supervision will be paid to the Consultants as per SC Sub-Clause 6.3.

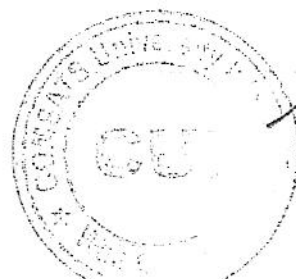


7.5%

Appendix F

Services and Facilities to be Provided by the Client

- F-1** The Client shall be available and coordinate with relevant Departments/Firms/Agencies for providing all sort of existing data and facilities required for proper Planning, Design and Construction Supervision of the Project.
- F-2** The Client shall coordinate and get or expedite any necessary approval and clearance relating to the work from any Government or Semi Government Agency, Department or Authority, and other concerned Organization named in SC Sub-Clause 5.1.2. The Client shall bear all necessary costs for getting approvals/No-objection certificates.
- F-3** The Client shall provide soft and hard copies of the existing studies, surveys and reports.
- F-4** Performing necessary lab tests for soil / geotechnical investigations for which the facility is available with the Client.
- F-5** Client shall provide Site Office for supervision staff along with office utilities.
- F-6** Transport Facility for Site Supervision Team as well as Site Office expenses including stationary, computers, printers, etc., shall be arranged through Construction Contract.



EVALUATION REPORT

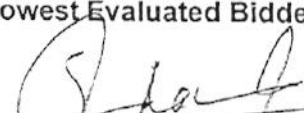
(As Per Rule 35 of PP Rules, 2004)

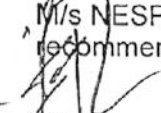
1. Name of Procuring Agency: COMSATS University Islamabad, Wah Campus
2. Method of Procurement: Open Competitive Bidding subsequent to pre-qualification
3. Title of Procurement: Hiring of Engineering Consultancy Services for Master Planning, Engineering Design, Tender Documentation and Construction Supervision of Existing and New Campus Facilities of COMSATS University Islamabad, Wah Campus
CUIW/PS/PQ/2122/01
4. Tender Inquiry No.:
5. PPRA Ref. No. (TSE): TS455526E
6. Date & Time of Bid Closing: October 04, 2021 & 1100 hrs
7. Date & Time of Bid Opening: October 04, 2021 & 1130 hrs (Technical Proposals)
October 18, 2021 & 1130 hrs (Financial Proposals)
8. No of Bids Received: 02 Nos. Bids Received
1- M/s NESPAK (Pvt.) Limited
2- M/s Master Consulting Engineers
9. Criteria for Bid Evaluation: Single Stage-Two Envelope Procedure and as per Evaluation Criteria defined in the RFP issued to pre-qualified consulting firms to have most advantageous bid. Proposal evaluated as per Quality and Cost Based Selection Criteria with 80% weightage to Technical Proposal and 20% to Financial Proposal.
10. Details of Bid(s) Evaluation: As follows

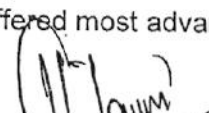
| Name of Bidder | Technical | | Financial | | Combined Technical and Financial Score (S = St x T% + Sf x P%) | Rule/Regulation/ SBD/Policy/Basis for Rejection / Acceptance as per Rule 35 of PP Rules, 2004. |
|---------------------------------|-----------------------|------------------------------------|------------------|------------------------------------|---|---|
| | Score out of 100 (St) | Technical Score (St x T%) T=0.8 | Quoted Bid (Rs.) | Financial Score (Sf x P%) P=0.2 | | |
| M/s NESPAK (Pvt.) Limited | 98 | 78.4 | 61,125,470/- | 10.73 | 89.13 | Top Ranked (Proposal Accepted) |
| M/s Master Consulting Engineers | 70 | 56 | 32,786,000/- | 20 | 76 | 2 nd Ranked |

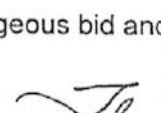
Lowest Evaluated Bidder:

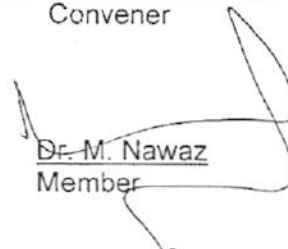
M/s NESPAK (Pvt.) Limited has offered most advantageous bid and is recommended for award of work.

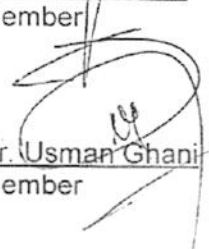

Dr. Saeed Ahmed
Convener

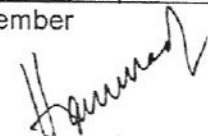

Dr. Akmal Javed
Member

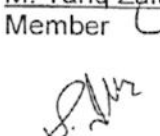

Syed Shafiq ur Rehman Gillani
Member


M. Tariq Zafar
Member


Dr. M. Nawaz
Member


Dr. Usman Ghani
Member


Engr. Hammad Salahuddin
Member


Engr. Shahzadi Irum
Member/Secretary



COMSATS University Islamabad
Wah Campus

| Evaluation Sheet | | | | | |
|---|---|--------|-------------|-------------------|-------------|
| Pre-qualification of Consultants-2nd Phase | | | | | |
| Sub Head | Criteria | NESPAK | | MASTER CONSULTING | |
| | | Marks | Total marks | Marks | Total marks |
| Company profile and financial Soundness (10 Marks) | No. of years of establishment of firm (3 Marks) | 3 | 10 | 2 | 7 |
| | Firm Presence (2 Marks) | 2 | | 2 | |
| | Financial Soundness (5 Marks) | 5 | | 3 | |
| firm's experience (30 Marks) | Specific/ Similar Experience (16 Marks) | 16 | 29 | 14 | 22 |
| | In-Hand Similar Projects (05 Marks) | 4 | | 2 | |
| | General Experience (06 marks) | 6 | | 6 | |
| | International Projects or Projects funded by International donor agencies/ departments (03 marks) | 3 | | 0 | |
| Personnel (30 Marks) | Project Manager (6 Marks) | 6 | 30 | 6 | 20 |
| | Architects (2 Marks) | 2 | | 2 | |
| | Structural Design Engineers (2 Marks) | 2 | | 2 | |
| | Electrical Design Engineers (2 Marks) | 2 | | 0 | |
| | Infrastructure/ Services Design Engineers (4 Marks) | 4 | | 0 | |
| | Geotechnical Engineers (2 Marks) | 2 | | 2 | |
| | Mechanical Engineers (2 marks) | 2 | | 0 | |
| | Resident Engineers (4 Marks) | 4 | | 4 | |
| | Quantity Surveyers (2 Marks) | 2 | | 1 | |
| | Site Inspector Civil (3 Marks) | 3 | | 3 | |
| | Site Inspector Electrical (1 Marks) | 1 | | 0 | |
| Approach and Methodology (10 marks) | Work Plan & Schedule to meet the deadline (2 marks) | 2 | 10 | 2 | 9 |
| | Quality Control Plan (2 marks) | 2 | | 2 | |
| | Approach & Methodology (4 marks) | 4 | | 3 | |
| | Site Visit (2 marks) | 2 | | 2 | |
| Presentation (20 marks) | | 19 | 19 | 12 | 12 |
| Total obtained marks | | | 98 | | 70 |

Prof. Dr. Saeed Ahmad
Convener CWC

Dr. Akram Javed
Member

Dr. Usman Ghani
Member

Mr. Yousaf Chishty
Member

Mr. Muhammad Nawaz
Member

Mr. Hammad Salahuddin
Member

Syed Shafiq ur Rehman
Member

Shahzadi Irum
Member/ Secretary

EVALUATION CRITERIA

The evaluation committee appointed by the Client shall carry out its evaluation, applying the evaluation criteria and point system specified hereunder:

A. MANDATORY REQUIREMENTS

Provide documentary evidences to conform the following:

- a. Prequalified with CUI Wah for the assignment
- b. Valid Registration with Pakistan Engineering Council (PEC)
- c. Valid Registration with Pakistan Council of Architects and Town Planners (PCATP)
- d. On Active Tax Payer's List with FBR and Sales Tax Department
- e. Non-Blacklisting with any Government department/ agencies/ authorities. An affidavit of "Non-blacklisting" of authorized signatory on judicial stamp paper to the effect that the firm has never been black-listed.
- f. Bid Security for a Lump Sum amount of Rs. 3 Million (Pak Rupees three million), in the form of CDR / Bank Draft from any scheduled Bank of Pakistan in favor of Convener, Campus Works Committee, CUI Wah Campus, shall be submitted along with the Technical Proposal.

B. DETAILED REQUIREMENTS

- a. Only the bidders meeting the above mentioned mandatory requirements as per Para A. hereinabove will be considered for detailed evaluation of technical bids.
- b. Each responsive Proposal fulfilling the mandatory requirements shall be attributed a technical score (St).
- c. Firms scoring less than seventy (70) percent points shall be rejected and their financial proposals shall be returned unopened.
- d. Financial proposals of the three top-ranking qualifying consulting firms on the basis of evaluation of technical proposals shall be opened in the presence of the representatives of these firms, who shall be invited for the occasion and who care to attend.
- e. Max. marks allocated against each Sub-Head is given hereunder:

| S. No. | Sub-Head | Max. Marks |
|--------|------------------------|------------|
| i. | Company profile | 10 |
| ii. | Firm's Experience | 30 |
| iii. | Personnel | 30 |
| iv. | Approach & Methodology | 10 |
| v. | Presentation | 20 |

| Sr. No. | Criteria | Marks |
|------------------|--|---|
| | <i>Certificate as documentary evidence)</i> | construction supervision of Higher Educational Institute with Project cost more than Rs. 500 Million. b) No mark will be awarded if Project cost is less than Rs. 500 Million. |
| 3 | General Experience (Attach copy of Consultancy Agreement/ Completion Certificate/ Work Order/ Performance Certificate as documentary evidence) | Max. 6 Marks a) 01 marks will be awarded for each completed Building Project having cost more than Rs. 1,000 Million. b) Maximum 02 ongoing Building Projects having cost more than Rs. 1,000 Million will be considered for evaluation c) No mark will be awarded for Project having cost less than Rs. 1,000 Million. |
| 4 | International Projects or Projects funded by International donor agencies/ departments (Attach copy of Consultancy Agreement/ Completion Certificate/ Performance Certificate as documentary evidence) | Max. 03 marks a) 01 mark will be awarded for each completed Building Project outside Pakistan or funded by International Donor Agency/ Department having cost more than Rs. 1,000 Million. b) No mark will be awarded for Project having cost less than Rs. 1,000 Million. |
| Max Marks | | 30 |

III. PERSONNEL

| Sr. No. | Criteria | Marks |
|---------|--|--|
| 1 | Project Manager Minimum MSc. or above qualification in Civil Engineering with minimum 20 years' experience of working on building and infrastructure development projects. | Max. 06 Marks c) Full marks will be awarded to one Project Manager having minimum qualification and experience. a) No mark will be awarded, if minimum qualification and experience criteria is not met |
| 2 | Architects Minimum Bachelors of Architecture or above qualification with min. 10 years' experience | Max. 02 Marks a) 01 marks for each architect b) No mark will be awarded, if minimum qualification and experience criteria is not met |
| 3 | Structural Design Engineers Minimum MSc or above qualification in Structural Engineering with minimum | Max. 02 Marks a) 01 mark for each structural design engineer b) No mark will be awarded, if minimum |

| Sr. No. | Criteria | Marks |
|-----------|----------|-------|
| Max Marks | | 30 |

Note: Submit CPR Tax Challan for last 06 months of the proposed staff along with other documentary evidences in proof of permanent employment with the firm for more than 06 months. No mark shall be awarded in the absence of documentary evidence of permanent employment with the firm for min. 06 months.

iv. APPROACH & METHODOLOGY

| Sr. No. | Criteria | Marks |
|-----------|---|---|
| 1 | Work Plan & Schedule to meet the deadline | Max. 02 Marks a) Provide detailed activity break down structure for completion of task within the scheduled time for completion. |
| 2 | Quality Control Plan | Max. 02 Marks a) Provide brief write-up as to how the quality is ensured for deliverables, b) Certification from ISO for Quality Assurance. c) No mark shall be awarded in the absence of ISO Quality Assurance Certificate |
| 3 | Approach & Methodology | Max. 04 Marks a) Brief overview of Organization. b) Organization Chart. c) Provide brief write-up about approach and methodology to be adopted |
| 4 | Site Visit | Max 02 Marks a) Submit Site Visit Report as a proof that the site is being visited and scope is correctly understood before submission of Proposal. |
| Max Marks | | 10 |

v. Presentation

20