

EXPRESSION OF INTEREST DOCUMENTS

FOR

**DESIGNING OF THE PROJECT “CONSTRUCTION OF GIRLS HOSTEL AT
CUI, SAHIWAL CAMPUS”**



Issued to _____

Dated _____

Works Department

COMSATS University Islamabad, Sahiwal campus

COMSATS Road, Off G.T.Road, Sahiwal

Tel: 040-4305004 Web: www.cuisahiwal.edu.pk

April 2023



COMSATS University, Islamabad

Sahiwal campus

Works Department

COMSATS Road, Off G.T.Road, Sahiwal

Tel: 040-4305004 Web: www.cuisahiwal.edu.pk

Notice Inviting Expression of Interest (EOI)

(No. COMSATS/SWL/WD/1115/2023)

1. COMSATS University Islamabad, Sahiwal campus, a public sector university under Ministry of Science and Technology invites consultancy services for the **Designing of Girls Hostel (Architectural & structural drawings, BoQ, Engineer's cost estimate and Tender Documents)**. Method of selection for the work will be Quality and Cost Based Selection.
2. Expression of Interest documents, which are containing name and address of procuring agency, appropriate description of assignment providing scope of the intellectual and professional services required, deadline and place of the submission of the expression of interest are available for the interested bidders at Works Department, CUI, Sahiwal campus. Price of the EOI documents is **Rs. 2,000/-** in shape of **Pay order/Demand Draft** in favour of **COMSATS University Islamabad, Sahiwal campus**.
3. Procedure of open competitive bidding will be **"Single Stage Two Envelope"**. Financial bids must be accompanied by a bid security equivalent of two percent (2%) of the bid price.
4. The documents marked separately **"Technical"** and **"Financial"** and prepared in accordance with the instructions in the EOI documents, must reach at **"Works Department, COMSATS Road, Off G.T.Road, Sahiwal"** on or before 1030 hours on **May 9th (Tuesday), 2023**. Initially, only the envelope marked **"Technical proposal"** will be opened at **1100 hours** on the same day, in the presence of consultant's representatives who choose to attend. This advertisement is also available on PPRA website at www.ppra.org.pk and on the Campus Website at <https://www.sahiwal.comsats.edu.pk/Procurement/Tenders.aspx>.

Engr. Dr. Ammar Ashraf
Incharge Works
COMSATS University Islamabad,
Sahiwal campus
Ph: 040-4305004
works@cuisahiwal.edu.pk

2.0 Instructions to Consultants

2.1.1 Submission of Applications

- 2.1.1. Applications must be received in sealed envelopes to be delivered by hand or through registered mail under due acknowledgement to:-

Incharge Works, COMSATS University Islamabad, Sahiwal campus

(Hiring of consultant for detailed design of Girls Hostel), Not later than **1100 hours 9th May, 2023.**

- 2.1.2 The name & mailing address of the consultant shall be clearly marked on the back of the envelope.
- 2.1.3 All information to be provided in English Language.
- 2.1.4 The consultants must respond to all questions & provide complete information as advised in this document. Any lapses to provide essential information or failure to comply with specified format of the document may result in disqualification of the consultant.
- 2.1.5 Clarification if required may be asked in writing by post/other communication means.

2.2 Evaluation Criteria

The services will be hired according to PPRA Single stage – two envelope procedure.

Salient aspects of single stage – two envelope procedure are enumerated below:-

- (a) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- (b) The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- (c) Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;

- (d) The envelope marked as “FINANCIAL, PROPOSAL” shall be retained in the custody of CUI, Sahiwal campus without being opened;
- (e) CUI, Sahiwal campus will evaluate the technical proposal first without reference to the price and reject any proposal which does not conform to the specified requirements;
- (f) During the technical evaluation no amendments in the documents shall be permitted;
- (g) Based on the record / documentary evidence submitted by the bidders, each firm shall be marked as per the under mentioned Evaluation Criteria mentioned at **Annex A-7**. Financial bids of those companies will be opened and evaluated who will secure 70% marks in technical evaluation at **Annex- A-7**.
- (h) The financial proposals (as per **Annex-A-8**) of technically qualified companies will be opened publicly at a time, date and venue announced and communicated to the bidders;
- (i) The financial proposal of companies not qualified shall be returned un-opened to the respective bidders;
- (j) The method of selection of consultant will be the least cost as per 3(C) of the PPRA Consultancy Service Regulations 2010 i.e; the consultant offering the lowest bid shall be awarded the contract.

2.2.1 General

Technical Evaluation will be based on the criteria given in succeeding paras **2.2.2** to 2.2.7 regarding the consultants general & specific experience & skilled capabilities as demonstrated by the Consultant’s responses in the forms attached to this document. Experience as JV/Consortium or Association of firms will also be considered, with consultant as the lead firm/consultant. The consultants meeting mandatory requirements would have to obtain at least 70% passing marks out of evaluation criteria to be successfully qualified for opening of financial bid.

2.2.2 Minimum/Mandatory Requirements (to be provided as per specified format)

- (a) Letter of Application to CUI, Sahiwal campus **Annex A-2**.
- (b) Certificate of registration as consultant with PEC/PCATP for year 2023.
- (c) Copy of Registration with Income Tax Authorities/ FBR with NTN certificate and income tax returns for the last 3 years as proof of active tax payer.
- (d) An affidavit on judicial paper of Rs. 100/- properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/Autonomous Body nor any contract rescinded in the past for non-fulfillment of contractual obligations.
- (e) Bank statements of last 2 years and banker's certificate of good conduct.
- (f) Partnership agreement with Pakistani Consulting Firm(s) (in case of a Foreign Consulting Firm).
- (g) Proof of association of firms/JV on judicial paper, if any.
- (h) Minimum experience of 05 years of architectural and structural designing of building projects and at least one work of similar nature.
- (i) Litigation history of last 03 years, if any.
- (j) Earnest money equal to 2 % of bid price of design fee and this should be in seal envelope of financial bid. A certificate in this regard must be attached with technical proposal that 2 % earnest money is attached with.

(k) Minimum Requirements of Persons

1.	Principal Architect	01
2.	Junior Architect	01
3.	Civil Engineer	01
4.	Quantity Surveyor	01

Note: Non-submission of any of the above requirements will result into disqualification of the proposal.

2.2.3 Personnel Capabilities

The consultants must have in their employment suitably qualified professional(s) who will take part in the design. The consultant will supply the information of its skilled staff, which will be a key factor for short listing as per Annex A-4.

2.2.4 Equipment/Software Capabilities.

The consultant should have/own the technical equipment/software for the proper design/analysis of the building. The consultant will provide the information of its technical software and equipment as per Annex A-5.

2.2.5 Projects Completed

The consultant shall provide the full details i.e. name of the project, name of employer with contact details, value of the work, date of award, date of completion, duration etc. of maximum 03 projects of similar nature and 03 projects of general nature completed in last 03 years as per Annex A-3.

2.2.6 Financial Strength

The Consultant should provide at least 1 year bank statements along with banker's certificate of good conduct.

2.2.7 Litigation History

The consultant should provide accurate information on any litigation or arbitration resulting from contracts completed or under execution over the last 3 years. A history of award against the Consultant or any partner of a JV/AoF may result in rejection of the application as per Annex A-6. In addition, an affidavit by the firm that it is not blacklisted by any Government / Public Sector Autonomous body will also be the part of the technical proposal.

2.3 Updating the Information

Bidder shall be also required to update all given information like skilled staff, equipment's/software etc. used for short listing at the time contract signing if there is substantial change in proposed staff for the work. A proposal shall be rejected if the Consultant's qualification thresholds are no longer met during the contract period.

2.4 Other Factors

2.4.1 Only consultants that have been technically qualified under this procedure shall be invited for opening of financial proposals. A firm/consultant whether alone or in legal association with of other firms may participate only in one bid for the consultancy. If a firm submits/participates in more than one bid, singly or in association then all its bids will be rejected.

2.4.2 CUI, Sahiwal campus reserves the right to reject or accept any application as per PPRA rules and to cancel the short listing process at any stage.

2.4.3 Evaluation criteria is detailed at **Annex A-7**

3.0 Scope of services/TOR of the provision of Consultancy Services / description of the Project

CUI, Sahiwal campus intends to Construct Girls Hostel for 300-students /faculty in order to provide best accommodation facility to female students / faculty. The hostel building will be frame structure having 03-stories. CUI, Sahiwal campus requires consultancy services for perspective consultants for preparation of architectural design, estimates, BoQs and preparation of tender documents. Salient features of the required works are as under:

- a. Architectural design including plans, elevations, sections and other details, schedule of doors and windows, floor finishes, exterior surface finishes, wood work etc.
- b. Structural designs including the framing plans and structural details of foundation, beam columns and slabs.
- c. Water supply, sewerage, drainage and sanitary designs including internal water supply lines and sanitary fixtures.
- d. Water supply, sewerage, drainage and sanitary designs.
- e. Electrical drawings including electrical installation, size of the cables, phase distribution and line diagrams.
- f. Telephones, intercommunications and public address system designs and ducting for communication cables or LAN & WAN.
- g. Provision to facilitate fire-fighting and fire alarm system.
- i. Provision of Sui-Gas supply with drawings.
- j. Layout of proposed building and approach roads, parking area and external services including water supply, sewerage, drainage, electrification, Sui Gas, footpath, landscaping, etc.
- k. Preparation of estimate, BoQ, drawings, conditions of contract and technical specifications for preparing the tender documents.

4.0 Schedule of Activities and Payments

- a. The consultant shall be required to complete the assignment and receive the payments as per following schedule: -

	Description/Milestones	Mode of Payment	Time Frame
Stage – I	Preparation of preliminary drawings in at least 03-options and onward final Architectural Design of the building (revised designs will be submitted if required by CUI, Sahiwal campus)	30 % of approved Design Fee of consultant.	To be completed within 15 days from the award of the work.
Stage – II	Submission of detailed Architectural, Structural, Electrical, Telephone & Networking, Public Health, security etc. & other Drawings etc.	40% of approved Design Fee of consultant.	To be completed within 15 days from the award of the work.
Stage – III	Submission of Tender drawings working drawings, bidding documents, Technical Specifications, General Conditions of Contract, estimates, BOQ etc for hiring the contractor	30% of approved Design Fee of consultant.	To be completed within 15 days from the award of the work.

- b. The consultant's fee payment for phase -1 of consultancy will be in accordance with stages mentioned in schedule of activities and payments given above.
- c. Security money during design phase shall be deducted at the rate of 10% of each running bill and will be released after 06-months on completion of stage-3.

5.0 Bid Price

The Consultant shall quote a single total lump sum price for provision of design. However, he shall bifurcate the same as first and the second phase fee for payment purposes. Performa in this regard is enclosed as **Annex-A-8**.

6.0 Penalty

In case the design phase is not completed within stipulated time period due to reasons ascribable to the consultant as mentioned in Part 4 above, a penalty of 0.05 percent per day of the total consultancy fee for the design phase will be imposed, maximum up to 10 percent. Delay period due to reasons beyond the control of consultant will not be considered as delayed.

7.0 Force Majeure

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

8.0 Cost of EOI

The bidder shall bear all costs associated with the preparation and submission of its bid and the CUI, Sahiwal campus will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process.

9.0 TYPE OF CONTRACT

As per PPRA consultancy regulations 2010 a Lump Sum contract will be used.

PROPOSED DRAFT FORM OF CONTRACT

A Draft Form of Contract is attached as **Annex- A-9**.

Document Checklist

(To be checked and marked by consultant and must be complete in all aspects and as per checklist sequence upon submission of documents)

Sr. No	Documents Required	Check Mark (Yes/No)	Submitted document page number
1	Letter of Application to CUI, Sahiwal campus dully filled as per format provided in Annex A-2 .		
2	Certificate of registration as consultant with PEC or PCATP for year 2023.		
3	Copy of Registration with Income Tax Authorities/ FBR.		
4	Copy of income tax returns for the last 3 years and proof of active tax payer.		
5	An affidavit on judicial paper of Rs. 100/- properly attested by oath commissioner to the effect that the firm has neither been blacklisted by any Government / Public Sector/ Autonomous Body nor any contract rescinded in the past for non-fulfillment of contractual obligations.		
6	Bank statements of last 2 year and Bank certificate of good conduct.		
7	Partnership agreement with Pakistani Consulting Firm(s) (in case of a Foreign Consulting Firm) if any.		
8	Proof of association of firms/JV on judicial paper, if any.		
9	Copy of NTN and GST certificate.		
10	Experience of the Consultant/Details of Completed Specific and a general projects dully filled as per format provided in Annex A-3 .		

11	Professional qualifications and professional experience of staff dully filled as per format provided in Annex A-4 .		
12	Current commitments/projects of the firm (Attach Sheet)		
13	Equipment Software Capabilities dully filled as per format provided in Annex-A-5 .		
14	Litigation history dully filled as per format provided in Annex A-6 or Company Certificate		
15	Client satisfaction certificates for the last three relevant experience jobs from the respective clients.		
16	Financial bid is attached separately in separate sealed envelope.		

***Note:** Each page of the EOI proposal submitted by the company must be properly numbered and must bear company official seal along with signatures of company representative. Failure to comply may result in disqualification.

Letter for Application

[Letter head paper of the consultant, or the lead partner, Responsible for joint venture/association of firms, including full details Of postal address, telephone no., fax no., email, website etc.]

To:-

Incharge Works

Hiring of Consultant for detailed designing for Construction of Girls Hostel at CUI, Sahiwal campus.

Sir,

1. Being duly authorized to represent and act on behalf of(hereinafter “the Consultant”), and having reviewed and fully understood all documents as a consultant for provision of Consultancy services for the detailed design for **“Construction of Girls Hostel at CUI, Sahiwal campus”**
2. Attached to this letter are copies of original documents defining:
 - a. The consultant’s legal status.
 - b. The principal place of business.
 - c. Minimum/Mandatory requirements, Technical and Financial bids as per CUI, Sahiwal campus EOI Document.
3. Your department and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from clients.
4. Your department and its authorized representatives may conduct the following persons for further information, if required.
 - a. Mr.....Tele No.....
 - b. Mr.....Tele No.....

This application is made with full understanding that:-

- a) Application will be subjected to verification of all information submitted for the evaluation.
- b) CUI, Sahiwal campus reserves the right to accept or reject any application, cancel the process without any prejudice.
- c) We confirm that we are enclosing all required documents as per format provided in EOI document along with valid photocopies of all other required documents as mentioned in document checklist: **Annex A-1**.
- d) The undersigned declare that the statement made and the information provided in the duly completed application are complete, true and correct in every detail.

<u>Signed</u>	<u>Signed</u>
<u>Signed</u>	<u>Signed</u>
<u>For and on behalf of</u> <u>(name of consultant or lead partner of a</u> <u>JV)</u>	<u>For and on behalf of</u> <u>(name of consultant or partner of a JV)</u>

	To be filled in by Consultant
Name of Consultant Firm	

Experience of the Consultant/Details of Completed Projects

Note:- The followings forms are to be filled in by each consultant for Specific and General Projects as per evaluation criteria **Annex A-7**. Please fill in all requirements and write N.A where not Applicable.

Specific Project# _____

		To be filled in by Consultant
1	Name of the Project	
2	Name of Client & Address	
3	Project Address	
4	Value of the Project in Millions PKR	
5	Total Number of Storey in Project/Floor area	
6	Value of the Consultancy Services Provided	
7	Nature of the Consultancy provided i.e. design, detailed supervision, top supervision, soil investigation, infrastructure design etc.*	
8	Role of the Consultant i.e. as lead, senior partner, junior partner etc	
9	Date of Award to the Consultant	
10	No of Staff provided	
11	Name of JV firms, if any	
12	Date of completion/expected date of completion of the project.	
13	If there are any delays in project? What were the reasons and project cost over runs?*	
14	Any other detail/information*	

*Use separate sheet for each project

General Project #

		To be filled in by Consultant
1	Name of the Project	
2	Name of Client & Address	
3	Project Address	
4	Value of the Project in Millions PKR	
5	Total Number of Storey in Project	
6	Value of the Consultancy Services Provided in Millions PKR	
7	Nature of the Consultancy provided i.e. design, detailed supervision, top supervision, soil investigation, infrastructure design etc.*	
8	Role of the Consultant i.e. as lead, senior partner, junior partner etc	
9	Date of Award to the Consultant	
10	No of Staff provided	
11	Name of JV firms, if any	
12	Date of completion/expected date of completion of the project.	
13	If there are any delays in project? What were the reasons and project cost over runs?*	
14	Any other detail/information*	

*Use separate sheet for each project

Academic and General Qualifications of Staff held with Principal Consultant/Partner(s)/JV

(To be filled in by Consultant)

1. Masters: MA/M.sc (Civil/Arch)

Sr #	Name	Designation	Date of Birth	Degree Held	University /Institute	Year of Passing	PEC/PCATP Registration Number	Name of Current Employer	Total Experience
1									
2									

2. Ph.D (Civil/Arch)

Sr #	Name	Designation	Date of Birth	Degree Held	University /Institute	Year of Passing	PEC/PCATP Registration Number	Name of Current Employer	Total Experience
1									
2									

3. Quantity Surveyor / Associate Engineer (Civil/Arch)

Sr #	Name	Designation	Date of Birth	Degree Held	University /Institute	Year of Passing	Name of Current Employer	Total Experience
1								
2.								

Note: Please attach separate sheets for number of persons.

Details of Professionals held with Principal Consultant/Partner(s)/JV
(To be filled in by Consultant)

1. Architect

a. General Details:

Proposed for CUI, sahiwal Project	Name	Qualification	Date of Birth	Name of Current Employer	Position in Firm	Experience with current Employer	Total Experience	Availability for CUI, Sahiwal campus consultancy (Full time/Part time)
Prime								
Alternate (if any)								

b. Experience Details:

Summarize professional experience of Prime Principal Architect in reverse chronological order indicate particular technical and managerial experience relevant to the projects undertaken.

Sr. #	DD/MM/YY		Company Name	Project Name	Cost in PKR	Position Held	Total Relevant Experience
	From	To					

*attach additional sheet on same format if required.

Undertaking: Undersign certify that to the best of my knowledge and belief, these bio- data correctly describes myself, my qualification and my experience.

Signature _____

Date:- _____

2. Engineer (PhD, MA/MSc,BA/BSc) (Struct/Civil/Arch)

a. General Details:

Proposed for CUI, Sahiwal Campus Project	Name	Qualification	Date of Birth	Name of Current Employee	Position in Firm	Experience with current Employer	Total Experience	Availability for CUI, Sahiwal Campus consultancy (Full time/Part time)
Prime								
Alternate (if any)								

b. Experience Details:

Summarize professional experience of Civil engineer in reverse chronological order indicate particular technical and managerial experience relevant to the projects undertaken.

Sr #	DD/MM/YY		Company Name	Project Name	Cost in PKR	Position Held	Total Relevant Experience
	From	To					

*attach additional sheet on same format if required.

Undertaking: Undersign certify that to the best of my knowledge and belief, these bio- data correctly describes myself, my qualification and my experience.

Signature_____

Date:- _____

3. Quantity Surveyor / Associate Engineers (MA/MSc/BSc/DAE)

a. General Details:

Sr.#	Name	Qualification	Date of Birth	Name of Current Employee	Position in Firm	Experience with current Employer	Total Experience	Availability for CUI, SAHIWAL CAMPUS consultancy (Full time/Part time)
1.								
2.								

b. Experience Details:

Summarize professional experience of QS in reverse chronological order indicate particular technical and managerial experience relevant to the projects undertaken.

Sr #	DD/MM/YY		Company Name	Project Name	Cost in PKR	Position Held	Total Relevant Experience
	From	To					

*attach additional sheet on same format if required, for additional QS Engineer (MSc/BSc/DAE).

Undertaking: Undersign certify that to the best of my knowledge and belief, these bio-data correctly describes myself, my qualification and my experience.

Signature _____

Date:- _____

Equipment/Software Capabilities

Name of Consultant

Sr. No	Equipment/Software	Name/Number
1.	No. of Computers	
2.	Software under Use for <ul style="list-style-type: none">• Architecture• Structure Design• Qty Surveying• Surveying	
3.	No of Printers	
4.	No. of Plotters	
5.	Survey Equipment (if any)	

Litigation History

Name of Consultant or Partner of a Joint venture
--

Consultants, including each of the partners of JV, should provide information on any history of litigation or arbitration resulting from projects executed in the last 3 years or currently under execution.

Year	Award FOR or AGAINST Consultant	Name of the Client, cause of litigation, and matter in dispute	Disputed Amount in PKR

If no litigation history in last 3 years then provide a certificate whereby mentioning that the firm or any of its affiliates/partners are involved in any such proceeding either nationally or internationally.

Evaluation Criteria

Sr. #	Evaluation Requirement	Points
1	<p>Establishment / Registration of Consultant Firm</p> <p>i. 10 x Years & above = 05 points ii. 6 to 8 Years = 04 points iii. Upto 05 years = 03 points (Documentary evidence must be attached, e.g., PEC / PCATP along with NTN Registration, SECP etc.)</p>	05
2	<p>Specific Experience.</p> <p>Completed projects of similar nature at least 1 not less than Rs. 200 million project cost.</p> <p>i. Minimum 2 Points for 1 x project. (02) ii. For each additional project above 1 x project, 2 points for each project subject to a maximum of 18 points. (18)</p> <p>(Certificates from departments/clients should be attached for claiming points)</p>	20
3	<p>General Experience.</p> <p>Existing General Projects already completed by firm. 1 point for each project, subject a maximum of 10 projects (Certificates from departments/clients should be attached for claiming points)</p>	10
4	<p>Current /on-going Projects.</p> <p>Maximum 3 x projects having a worth of Rs. 200 million or more will be considered for this category. For each project 2 points max. up to 6 marks)</p> <p>(Please note that only 3 projects will be considered in this category)</p>	06
5	<p>Academic & General Qualification of Technical Staff</p> <p>i. 1x Principal Architect Max = 10 points a. Ph D = 05 points. b. MA / MSc = 03 points c. BA / BSc = 02 points.</p> <hr/> <p>ii. 1x Junior Architect Max = 05 points a. Ph D = 03 points b. MA / MSc / BA / BSc. = 02 points</p> <hr/> <p>iii. 1x Civil Engineer Max = 08 Points a. Ph D = 05 points. b. MSc = 03 points c. BSc = 02 points.</p>	22

Sr. #	Evaluation Requirement	Points
6	<p>Professional Experience</p> <p>i. <u>Principal Architect</u> Max = 15 points</p> <p>a. Experience up to 10 years and above = 7.5 points</p> <p>b. Experience 5 to 9 years = 05 points</p> <p>c. Experience 3 to 4 years = 1.5 points</p> <p>d. Experience less than 3 years = 01 points</p> <p>ii. <u>Junior Architect</u> Max = 06 points</p> <p>a. Experience above 5 years = 03 points</p> <p>b. Experience 3 to 4 years = 02 points</p> <p>c. Experience less than 3 years = 01 points</p> <p>iii. <u>Civil Engineer</u> Max = 05 points</p> <p>a. Experience up to 10 years and above = 05 points</p> <p>b. Experience 5 to 9 years = 04 points</p> <p>c. Experience 3 to 4 years = 02 points</p> <p>d. Experience less than 3 years = 01 points</p>	27
7	<p>Credit & Debit Transactions as per Fresh Bank Statement for last 2 year</p> <p>i. 5 Million = 05 points</p> <p>ii. Up to 4 Million = 03 points</p> <p>iii. 1 Million or below = 02 points</p>	7.5
10	<p>Physical inspection of the company's offices/services/equipment by CUI, Sahiwal campus.</p>	2.5
Total Points		100

Note: Firms must obtain 70% points to qualify for opening of financial bids as detailed in the above table.

PERFORMA FOR SUBMISSION OF FINANCIAL BID
(Lump sum fee is to be quoted)

I _____ hereby Tender following cost of the services for the work _____.

Srl. No	Description	Area in Sft	Rate/Sft	Total Amount (Rs.)
1.	Architectural & Structural design including tender documents, Engineer's cost estimate and BoQ	50,000-Sft		

Amount In words :

Note :

- i. Financial bid should be inclusive of all applicable Government taxes and the same will be deducted at the time of payment as per GoP Rules.
- ii. Bid should be valid for at least 90 days from last date of submission of bids.

Name of Consultant:

Signature:
[Seal]

DRAFT AGREEMENT

(To be executed on Rs.100/- Judicial paper)

THIS Supply and Service Agreement (the "Agreement") for hiring consultant for detailed designing of Girls Hostel at CUI, Sahiwal campus is made on this day

_____ 2023;

By and Between

COMSATS University Islamabad, Sahiwal campus, (hereinafter referred to as "Client" which expression shall where the context admits include its administrators and assigns) of the One Part And

_____ through
Mr..... bearing CNIC
..... having place of business
at.....

hereinafter referred to as "**the Consultant**," which expression shall where the context so allows include his/its successors-in-interest, executors, administrators, heirs and permitted assigns) of the **OtherPart**

(If when and where applicable the Party of the One Part and Party of Other Part shall hereinafter be collectively referred to as 'Parties' and individually as 'Party' as the context of this Agreement requires).

WHEREAS

- A. Client is desirous of procuring the services of the Consultant for hiring consultant for detailed designing of Girls Hostel at CUI, Sahiwal campus (Hereinafter referred to as "**Services**").
- B. The Consultant is a _____ (*details of incorporation*) which represents to the Client that it has the relevant expertise and holds valid and subsisting licenses/permissions, authorizations/approvals required from the Government of Pakistan, and that it has the requisite expertise and resources to provide top quality of requisite works as per EOI to the Client in accordance with highest industry standards and satisfaction of the Client. The Consultant undertakes that the Services shall be provided only through the staff/ labour/ workforce that has the requisite expertise and experience in this regard.
- C. Upon the basis of the representations and warranties of the Consultant contained herein, the Client wishes to appoint the Consultant to provide the **Services**;

NOW THEREFORE, for the consideration provided herein the representation and warranties, covenants, conditions and promises contained herein below and intending to be legally bound, the Client and Consultant hereby agree as follows:

1. Scope of Agreement

1.1 Subject to terms and conditions of this Agreement the Consultant agrees to provide Services **at CUI, Sahiwal campus** as per requirements prescribed under **Bidding Documents to this agreement;**

2. Agreement Documents

2.1 In this Agreement, except as otherwise provided, the words, expressions and/or phrases shall have the meaning as defined in the Agreement and documents. The following documents shall be deemed to form, and be read and construed as, part of this Agreement:

- a) Invitation to bid
- b) Bidding documents
- c) EOI
- d) General conditions of Contract/ Special Stipulations.
- e) Addenda and Corrigenda, if any, issue by the clients and duly accepted by the contractor at the signing of the Contract.
- f) Earnest money/ Tender Guarantee
- g) Form of Agreement/ Contract Agreement
- h) Clients order to commence the work.
- i) Limit of Retention Money .
- j) Any Correspondence by the Client/Contractor mutually accepted by the Client and the Contractor.

3. Term

Upon signing of this Agreement the Consultant shall be obligated to start work on specified location by Client within **07 days** and complete it within projected time **45 calendar days**. In case of failure the Client will be entitled to deduct any amount payable to the Consultant and assign the work to any other Consultant at its discretion.

4. Termination

4.1 Notwithstanding anything herein contained the Client shall be exclusively entitled to terminate this Agreement

- a. without advance notice, in case the Consultant is in breach of any of the terms of this Agreement, or in case Client is not satisfied with the Services;
- b. Without cause, by giving three (03) days advance written notice to the Consultant.

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- c. If the services do not meet the specifications, quality, terms & conditions mentioned in bidding documents.
 - d. In case of such termination, the consultant shall only be paid for services actually rendered up to the date of termination, and any advance payment in respect of Services, not performed or in respect of period falling after the effective date of termination shall be refunded by the consultant within seven (07) days.

4.2 The Client, shall not, because of expiration or termination of this Agreement, be liable to the Consultant for any compensation, reimbursement, or damages because of the loss or prospective profit or because of expenditures or commitments incurred in connection with the business of the Contractor.

5. Deliverables

CUI, Sahiwal campus intends to Construct Girls Hostel for 300-students /faculty in order to provide best accommodation facility to female students / faculty. The hostel building will be frame structure having 03-stories. CUI, Sahiwal campus requires consultancy services for perspective consultants for preparation of architectural design, estimates, BoQs and preparation of tender documents. Salient features of the required works are as under:

- c. Architectural design including plans, elevations, sections and other details, schedule of doors and windows, floor finishes, exterior surface finishes, wood work etc.
- d. Structural designs including the framing plans and structural details of foundation, beam columns and slabs.
- c. Water supply, sewerage, drainage and sanitary designs including internal water supply lines and sanitary fixtures.
- d. Water supply, sewerage, drainage and sanitary designs.
- e. Electrical drawings including electrical installation, size of the cables, phase distribution and line diagrams.
- f. Telephones, intercommunications and public address system designs and ducting for communication cables or LAN & WAN.
- g. Provision to facilitate fire-fighting and fire alarm system.
- l. Provision of Sui-Gas supply with drawings.
- m. Layout of proposed building and approach roads, parking area and external services including water supply, sewerage, drainage, electrification, Sui Gas, footpath, landscaping, etc.
- n. Preparation of estimate, BoQ, drawings, conditions of contract and technical specifications for preparing the tender documents.

6. Charges

6.1 In consideration of rendition of the **Services** by Consultant the Client shall pay the Consultant, charges as specified in **Annexure-A-8** to the complete satisfaction of the Client.

6.2 The consultant shall be required to complete the assignment and receive the payments as per following schedule:-

	Description/Milestones	Mode of Payment	Time Frame
Stage – I	Preparation of preliminary drawings in at least 03-options and onward final Architectural Design of the building (revised designs will be submitted if required by CUI, Sahiwal campus)	30 % of approved Design Fee of consultant.	To be completed within 15 days from the award of the work.
Stage – II	Submission of detailed Architectural, Structural, Electrical, Telephone & Networking, Public Health, security etc. & other Drawings etc.	40% of approved Design Fee of consultant.	To be completed within 15 days from the award of the work.
Stage – III	Submission of Tender drawings working drawings, bidding documents, Technical Specifications, General Conditions of Contract, estimates, BOQ etc for hiring the contractor	30% of approved Design Fee of consultant.	To be completed within 15 days from the award of the work.

- a. The consultant's fee payment for phase -1 of consultancy will be in accordance with stages mentioned in schedule of activities and payments given above.
- b. Security money during design phase shall be deducted at the rate of 10% of each running bill and will be released after 06-months on completion of stage-3.

6.3 Full and final payment will be made after successful completion of services.

6.4 All amounts paid to the Consultant as per above clauses are inclusive of all taxes, levies, duties, and any other deduction related thereto etc. and are acknowledged by the Client to be adequate and sufficient consideration for the rendition of Services by the Consultant.

6.5 All payments to be made by the Client to the Consultant shall be subject to such deductions and withholding as are required by prevailing laws which shall be to the account of the Consultant.

7 Invoice

7.1 The Consultant shall submit its Invoice in accordance with the rates/charges specified in **Annexure- A-8** hereto.

7.2 The Consultant shall be solely responsible for all payments, liabilities and all other obligations of whatsoever nature pertaining to its staff/workers who shall be deputed for the Services and fixing at the Client's location.

7.3 The Consultant and its staff /employees shall be bound to obey safety rules and other regulations prescribed by the Client on its premises. Any losses/damages suffered by the Client due to omission on the part of the Consultant, his staff/employees to abide by this condition shall be the sole liability of the Consultant and it may result in termination of the Agreement by the Client at its sole discretion.

8 Earnest Money

Earnest money is limited to 2% of the bid price of design phase and should be in shape of pay order/ demand draft from any scheduled bank of Pakistan. The same will be released after hiring of contractor by CUI, Sahiwal campus.

9 Confidentiality

The Consultant, its/his staff, workers, employees, personnel, agents or any other person acting for him and/or on his behalf shall hold in confidence and complete confidentiality and all documents and other information supplied to the Consultant and his Employees personnel, agents etc. by or behalf of the Client or which otherwise came/come into its/his/their knowledge and relates to the Client or any of its project.

10 Certification:

The Consultant shall provide a certificate on completion of work that all services have been provided as per civil engineering practices, building codes, PEC/PCATP guidelines.

11 Indemnification

The Consultant shall indemnify and hold harmless the Client, its Chairman, Directors, Member Offices, Employees and other Personnel against any and all claims, damages, liabilities, losses, and expenses, whether direct or indirect, or personal injury or death to persons or damage to property arising out of (i) any negligence or intentional act or omission by the Consultant or his employees, personal, agents, etc. in connection with the Agreement, or (ii) arising out of or in connection with the performance of his obligations under this Agreement.

12 Resolution of Disputes

12.1 All disputes arising under this Agreement, whether during the term of this Agreement or after the termination or expiry of this Agreement shall be referred to (i)

Incharge Works of the Client for amicable settlement /resolution of the dispute at first stage. (ii) In case of failure in settlement, at the second stage the case will be referred to the Authority of the Client through Director, CUI, Sahiwal campus. The decision of the Authority to settle the issue amicably will be final and binding on both parties (iii) In the event of failure of amicable settlement of dispute as above, either party may refer the dispute to Arbitration under the provision of Arbitration Act, 1940 and the rules issued thereunder, at Islamabad, Pakistan.

13 Force Majeure Event

13.1 Neither Party shall be held responsible for any loss or damage or failure to perform all or any of its obligations hereunder resulting from a Force Majeure event.

13.2 For the purpose of this Agreement a "Force Majeure Event" shall mean any cause(s) which render(s) a Party wholly or partly unable to perform its obligations under this Agreement and which are neither reasonably within the control of such Party nor the result of the fault or negligence of such Party, and which occur despite all reasonable attempts to avoid, mitigate or remedy, and shall include acts of God, war, riots, civil insurrections, cyclones, hurricanes, floods, fires, explosions, earthquakes, lightning, storms, chemical contamination, epidemics or plagues, acts or campaigns of terrorism or sabotage, blockades or acts of Governmental Authority after the date of this Agreement.

13.3 In case of the force majeure event the Consultant shall provide 7 days' notice of such event and its inability as a result thereof.

14 Governing Law

The provisions of this Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the prevailing laws of Pakistan.

15 Waiver

A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

16 Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

17 Amendment

All addition amendments and variations to this agreement shall be binding only if in writing and signed by the Parties or their duly authorized representatives.

18 Assignment

This Agreement may not be assigned by either party to other than by mutual agreement between the Parties in writing.

19 Annexure

All annexures of the EOI documents i.e. **Annex-A-1 to Annex-A-9** are integral part of this Agreement and has to be read and construed as part of this Agreement.

IN WITNESS WHEREOF, the parties here to set their hands the day, month and year first above written.

For and Behalf of Client.

For and on Behalf of Contractor

By : _____
Name _____
Title : _____
Signature : _____
Date: _____

By: _____
Title _____
Name : _____
Signature _____
Date : _____

WITNESS

Name _____

CNIC _____

