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 **Building & Works**

**department**

**Request for proposal (RFP) for Hiring of Consultant**

Federal Government of Pakistan has approved a project “Construction of Hostel/Sports facilities for Karakoram International University (KIU) Gilgit” under PSDP no. 335 with the following having the following components and scope:

i. Hostel for 200 students having covered area of 36820 sft. Approved Cost;

 Rs. 143.598 Million

ii. Sports gymnasium 18001 sft. Approved Cost: Rs. 68.403 Million

iii. Development of football and cricket grounds Rs. 9.465 and 9.942 million

 respectively.

In addition to the above, KIU self-sponsored project of Academic block of 12000 sft and estimated Cost of Rs. 48.00 Million is also being planned.

KIU invites technical & financial proposal from PEC approved and HEC prequalified consultants for Gilgit-Baltistan region of relevant Category-II, based **on signal stage two envelope bidding process** (clearly mentioning Technical & Financial proposal) as per PPRA Rules-2004.

Accordingly, you are requested to send the sealed bid through post/register courier by latest **July 25,2018 at 10 am** and will be opened by “Planning and Development Committee” on same day at 10:30 am.

**A. Criteria for evaluation of Technical proposal of Consultant**

Criteria for bid evaluation will be as under:

1. Score of Finance bid: 30 marks

2. Score for technical bid: 70 marks

Total 100 marks

Score of Technical bid further bifurcated as under:

**i). Experience with similar work (40% of total Technical weightage)**

University will evaluate the firms keeping in view their experience with the similar projects completed within last 5 years.

**ii). Quality of Proposed Team (40% of total Technical Weightage)**

University will evaluate the quality of proposed team of professionals keeping in view their qualification and work experience with similar projects. The team may consist of professionals with different expertise considered necessary for performing the tasks involved in the work to be awarded. Consultant will not change the proposed team without prior written approval of the client and will replace (if necessary) with a resource of similar qualification and experience.

**iii). Methodology (20% of total Technical Weightage)**

It may include the following factors:

* Work plan and schedule to meet the deadlines
* Quality control plan
* Cost effectiveness
* Conceptual design (line plan & elevation)

Firm obtaining the maximum marks after combine technical & financial evaluation of proposal will be awarded the contract.

**Further details Technical score as under:**

1. Firm profile

 a. Year of establishment 5 marks

 b. Status

 International 5 marks

 National 2 marks

 i. Individual 2 marks

 ii. JV/partnership 3 marks

 iii. Company 5 Marks

 Sub-total **15 marks**

2. Architecture

 a. Area relevant architecture experience 10 marks

 b. Architecture team 5 marks

 c. Educational building /institutes experience

 i. Campuses 5 marks

 ii. Other Educational Buildings 5 marks

 iii. Work experience G. B buildings 5 marks

 Sub-Total  **30 marks**

**3**. Structure

 a. Arch and Design team 12 marks

 b. Use of Design software 3 marks

 c. PEC certificates 5 marks

 Sub. Total **20 marks**

4. Energy Efficient/Sustainability in design

 a. Passive Building design/

 naturally heating & Cooling 5 marks

b. Back up energy solution/Renewable Energy

 Solutions provided in designed building in GB. 5 marks

C. Specialized energy conservation projects 5 marks

 **Sub Total 15 marks**

5. Public Health Engineering

 a. Sewerage disposal system

 area relevant experience 5 marks

 b. Plumbing system 3 marks

 c. HVAC system 2 marks

 **Sub-total 10 marks**

**6**. IT Infrastructure

 a. Networking 5 marks

 b. IT designs 5 marks

 **Sub Total 10 marks**

**Grant total 100 marks**

**B. Draft Contact Agreement**

THIS Contract made at Gilgit this\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_BETWEEN: **Karakoram International University, Gilgit-Baltistan** Gilgit, (a university established under the directive of Chief Executive of Pakistan as notified by the KANA/SAFRON Division vide Notification No. F.12(3)/2001-NA.11 dated the 27th August, 2002, through its Registrar, (hereinafter called the “EMPLOYER” which term where the context so admits shall mean and include its successors in office, representatives and assignees) of the First Part.

**AND**

through its Managing Director (hereinafter called the “CONSULTANTS” which term where the context so admits shall mean and include their legal representatives, survivors and permitted assignees) of the Second Part.

(Hereinafter also called individually as a “Party” and collectively as “Parties”)

WHEREAS the Employer intends to undertake the planning & designing and top supervision

1. **Project “Construction of Hostel 36820 sft/Sports Facilities 18001 sft Gymnasium, develop football and Cricket Ground” under PSDP No. 335 and KIU self-sponsored project construction of academic block 12000 sft**

WHEREAS the Employer desires to engage the Consultants to undertake the preparation of Planning, detailed designing, tender documents and top supervision in-line with Master plan.

WHEREAS the Consultants have offered their services to perform the Works, as detailed in this Contract.

AND WHEREAS the Employer has agreed to engage the Consultants for the Project on terms and conditions hereinafter set forth.

THEREFORE, this Contract witnessed that in consideration of the mutual covenants herein contained the Parties here to agree as follows:-

**ARTICLE 1-APPOINTMENT OF CONSULTANTS:**

* 1. The Employer hereby appoints the Consultants and the Consultants accept the appointment and hereby agree to provide the services hereinafter mentioned in accordance with the terms and conditions of this Contract hereinafter set forth.
	2. The commencement date for the Project shall be\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	3. The Consultants shall not assign, sublet or transfer, in any form, the benefit or burden of this Contract or any part thereof to anybody without the prior written consent of the Employer in this behalf.
	4. Any change in the constitution of the firm or company of the Consultants shall forthwith be notified in writing by the Consultants to the Employer for its information.

**ARTICLE 2-PROFESIONAL SERVICES:**

2.1 The Consultants shall use its best efforts and engineering and practices to provide professional services, described in the Scope of Services under Article-5 hereinafter. The Consultants shall exercise all skills, care and diligence in the discharge of their duties and all designs and drawings shall be carried out in accordance with the British/American Standards and Practices and as per directions given by the Employer to the better satisfaction of the Employer.

2.2 The Consultants shall be responsible to see that the design work is executed within the stipulated time and in accordance with the specifications. The Consultants shall be responsible for top supervision of the work including visit at,

1. Lay out.

2. up to plinth level.

3. Roofing of Ground Floor.

4. Roofing of First Floor.

5. Finishing.

Correctness of detailed measurements and certification of contractor’s bills. The Consultants shall be liable to compensate the Employer for any loss arising from any one or more of the defects/lapses specified above and shall compensate the Employer for any loss resulting there from.

 2.3 if the Employer suffers from any loss or damage as a results of proven fault, error or omission in the design of the Project, the Consultants shall make good such loss or damage, subject to the condition that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for the design phase in accordance with the terms of this Contract.

 **ARTICLE 3-THE PROJECT:**

 The Project shall comprise the:

1. **“Construction of Hotel for male students / Sports gymnasium and development of grounds at KIU Gilgit and KIU self-sponsored project construction of academic block 12000 sft ”**

Survey & Soil Investigation, Planning & Detailed Design of Buildings: Hostel, sports gymnasium and development of football and cricket grounds with a combined covered floor areas of approx. 54821sft, planning, architectural & structural design of buildings and related internal & external services of water supply its storage and distribution, sewerage & plumbing station for disposal, internal roads paths & walkways & storm drainage, internal & external electrification, boundary walls, fences, gates, landscaping, drawings & construction documents, tender documents and top supervision.

**ARTICLE 4-RESPONSIBILITIES OF THE EMPLOYER AND THE CONSULTANTS:**

4.1 The Employer shall nominate in writing one of its officers to represent the Employer in dealing with the Consultants on all matters relating to the Project.

4.2 The Employer shall furnish to the Consultants free of cost the site plan and all relevant information and details available to them to enable the Consultants to complete the design.

4.3 The Employer shall not hold the Consultant’s responsible for any delay in the performance of its obligations under this contract caused by the event of any delay or liability on the part of the Employer to furnish any of the information listed in clauses (4.1and 4.2) hereof.

4.4 The Consultants shall appraise the information supplied and shall point out discrepancies and shortcomings, if any for obtaining correct data.

NOTE: In the event of delay in supplying the above information, the Employer may extend the commencement date of the Project having regard to the delay occurred.

**ARTICLE 5-SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANTS:**

5.1 **General:**

The Scope of work for the Consultants shall be total coverage of Consultancy Services from start till the completion as detailed in clauses 5.1 to 5.5 of this Contract.

**Covered Area of Buildings:**

**1. PSDP project**

**a. Hostel for 200 male students 36820 sft**

**b. Sports Gymnasium 18001 sft**

**c. Development of Football & Cricket grounds.**

**2. KIU Self sponsored project**

**a. Academic block 12000 sft**

5.2 **Master Planning**

Project component will be incorporated in the existing master plan of KIU by the consultant.

5.2.2 **Soil Investigation:**

The Consultants shall define the requirements of sub-soil investigation and works and get these done by a specialist firm selected by the Consultants and approved by the Employer, by setting down bore-holes & physical observation of soil and by taking representative samples and getting these tests in laboratory, for analysis and classification of soils thereby obtaining sufficient data to enable building foundations, services and road pavement design.

The report on soil investigation covering following details will be furnished based on factual test results reported by soil experts.

* Longs of all bore-holes & pits carried out in the area.
* Soil classification & CBR values.

Safe bearing capacity for foundation designs at different reasonable depths.

Recommendations for use of appropriate category of cement.

Tests for local available soil and rocks within or near site to find suitability for use in construction of buildings and in road embankment, sub-base course and base course.

5.3 **Planning & Designing of Buildings & Services:**

 5.3.1 **Preliminary Planning and Design Phase:**

(a) After approval of the Master Plan by the Employer, the Preliminary Design of the Project buildings will be prepared to a scale of 1:200 along with the Report on the Concept of the Buildings and general description of the Project, highlighting the salient features and provisions, structural system, economic considerations, etc.

(b) The Planning & design of building plans, elevations, sections & location of services would be based on climatic conditions, sub-soil Seismicity, function, and maximum use of local materials.

(c) A statement of areas and the rough cost estimate of the Project based on the fair market current rates of floor areas, volume or sufficient preliminary information regarding the project will be prepared and submitted to the Employer for approval/ comments. The comments of the Employer will be incorporated and the Employer approval to this phase obtained.

5.3.2 **Detailed Design and Drawing Phase:**

(a) Detailed architectural, Structural and Services drawings, based on approved preliminary drawings, shall be prepared on a scale of 1:100 along with bigger scale details suitable for construction there from and submitted to the Employer for approval. Such working drawings shall comprise: -

i) Architectural Plans, Elevations & Cross-Sections of Building and Schedules of Finishes.

ii) Large scale details for doors, windows and other building features to enable construction there from.

iii) Structural Drawings showing reinforcement details for construction.

iv) Roofing, Waterproofing, insulation and plumbing details.

v) Internal and External Water Supply Drawings, network, storage, pipe lines, valves, valve chambers, firefighting main, water for irrigation.

vi) Sanitary Drawings, sewage system mains & manholes, septic tanks, plumbing system/Disposal.

vii) Internal and External electrical distribution, power & lighting & building systems.

viii) Electrical substation, Transformer, HT & LT Panels, Cables, Distribution System, Poles, Street lights, Emergency Generator.

ix) Roads pavements, Roads Design, Sub base, base, wearing course, profile & cross-sections, paths and walkways, boundary walls, fences and gates.

x) Storm Water Drainage, & Channels Design.

xi) Landscaping Design.

(b) Technical Specifications for materials and workmanship for works designed by the Consultants.

(c) Bills of Quantities of items of works for works designed by the Consultants.

(d) Engineers Estimate based on bill of Quantities, using NA PWD/ fair market rates for items of work.

(e) Consultant will provide a certificate that estimate is according to the drawings and there will be no increase/decrease beyond 5% of the total of the quantity.

(f) Consultant will be responsible to rectify any ambiguity found during in drawing/execution.

 (g) Consultant will be responsible to comply with the space allocation policy of the Planning Commission and incorporate all necessary details required by HEC through its Building Committee.

(h) The design proposed by the consultant shall be vetted by the respective review committee of HEC for its compliance to the general architectural and design rules including barrier free design, disaster management (Fire and Emergency etc.), zoning policies etc. Consultant shall also be responsible for soliciting its approval from the respective committee of HEC and incorporate all recommendations by the committee required for approval of the drawings by HEC and Planning Commission of Pakistan.

5.4 **Construction Document (Tender Document) Phase:**

 Under this phase the Consultants shall:

1. Prepare Tender Documents comprising the following:
2. General and Special Conditions of Contract.
3. Introductions to the Tenders.
4. Technical Specifications for the Works.
5. Bills of Quantities.
6. Tender Drawings.
7. Prepare Engineer’s estimate based on Bill of Quantities using latest schedule of rates of Pak PWD for items of work designed by the Consultants.
8. Prepare Contract Documents for signatures of the Employer with Contractors.

5.5 **Construction Phase:**

 5.5.1 **Top Supervision of Construction:**

 (a) The Consultants shall provide the following services under top

 Supervision:

1. Marking and layout of the buildings.

1. Lay out.

2. up to plinth level.

3. Roofing of Ground Floor.

4. Roofing of First Floor.

5. Finishing.

 **ARTICLE 6- DELIVERABLE DOCUMENTS:**

6.1 Consultants shall furnish to the Employer free of cost the following documents:-

 1. Master Plan & Report 3 Copies

 2. Preliminary Planning and Design Drawings 3 Copies

 3. Detailed Design Phase Drawings 3 Copies

 4. Construction Documents (Tender Documents) 10 Copies

 6.2 Additional copies and reproducible will be made available to the Employer on reimbursement at actual.

 Additional copies of Tender Documents and drawings required for or by the Contractors bidding for any works or during execution shall be prepared and issued by the Consultants to the Contractors on receipt of charges determined by the Consultants after approval by the Employer.

**ARTICLE 7- TIME SCHEDULE:**

7.1 The design of the works shall be completed by the Consultants according to the Time Schedule for Planning & Designing of four (4) months to be mutually agreed. The Consultants shall make best efforts to adhere to the stipulated schedule as for as possible. For delays beyond the control of the Consultants a new time schedule shall be arrived at by mutual discussions and agreement. The Employer may amend the Time Schedule to suit program of the construction in packages/ modules.

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

7.3 The Time limit stipulated in article 7.1 above may be extended by the Employer under special circumstances if the same are explained in writing by the Consultants to the satisfaction of the Employer.

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

7.5 In order to monitor the progress, the Employer may call upon the Consultants to and the consultants shall submit periodic progress reports within a minimum frequency of a month.

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

i) In case the progress is disproportionate to the time elapsed, the Consultants shall pay to the Employer for such defaults, as liquidated damages, a sum of Rs. 10,000/- (Rupees Ten thousand only) or 50% of the retention money available with the Employer, whichever is less.

ii) In case the Consultants fail to complete the work within the prescribed time or extended time(s), the Consultants shall pay to the Employer as liquidated damages, a sum of Rs. 1,000/- (Rupees one thousand only) or any small amount which may be determined by the Employer, for each day the work remains incomplete subject to a maximum of the amount equal to the amount available with the employer as retention money.

iii) If the Consultants fail to perform their duties proportionate to the time elapsed and/or fails to complete his obligations under the contract within the prescribed time or extended time (s) and have rendered itself liable to pay as liquidated damages as amount equal to whole of the retention money, the Employer may terminate the contract and with draw the remaining works from the consultants. The decision of the Employer shall be final and binding on the consultants.

7.7 **Retention Clause**

7.7.1 10% of the amount due shall be deducted/retained as retention money to be released on the issue of completion certificate by the Employer (separately for design & supervision services).

**ARTICLE 8- CONSULTANTS REMUNERATION:**

8.1 The Employer shall pay to the Consultants free for the performance and completion of duties and service as per Articles (5) “Scope of Services” and Article (6) “Deliverable Documents” as follows:

 8.1.1 Survey & Soil Investigation Lump Sum

 (Article 5.2.1 and 5.2.2)

 8.1.2 Master Planning of the Campus Lump Sum

 (Article 5.2.3)

 8.1.3 Modification/updation to existing

Master Plan of Gilgit Campus

 8.1.3 Planning & Designing of Lump Sum

Buildings & Services

(Article 5.3) (Based on cost estimates of Rs. 236 million-see Annex-I)

 8.1.4 Construction Documents Phase Lump Sum

 (Article 5.4)

8.2 Top Supervision

 (Article 5.5)

1. Lay out.

2. up to plinth level.

3. Roofing of Ground Floor.

4. Roofing of First Floor.

5. Finishing.

 8.3 Visits to Gilgit : ----------------- per visit

**ARTICLE 9- SCHEDULE OF PAYMENT:**

 The Consultants shall be paid their fee/remuneration by the Employer on the completion of duties shown in Article 8 to the satisfaction of the Employer and submission of requisite report/drawings/documents as per the following schedule: -

1. **MASTER PLANNING:**

9.1 On signing of this Contract Rs. \_\_\_\_\_\_\_\_\_ (to be

deducted @ Rs. 10% from each of payment 9.2 to 9.6)

 9.2 On completion of survey & Rs. \_\_\_\_\_\_\_\_\_

 Soil investigation (Articles 5.2.1 and 5.2.2)

 9.3 On submission/approval of Master Plan Rs. \_\_\_\_\_\_\_\_\_

 Of the Consultants (Article 5.2.3)

1. **PLANNING & DESIGNING OF BUILDING & SERVICES:**

9.4 On submission/approval of Preliminary Rs. \_\_\_\_\_\_\_\_\_\_

 Planning & Design (Article 5.3.1)

9.5 On submission of Detailed Design Rs. \_\_\_\_\_\_\_\_\_

 (Article 5.3.2)

9.6 On submission of Construction Documents Rs. ---------------

 (Tender Documents)

 (Article 5.4)

9.7 Reimbursement of office Back-up during Rs. \_\_\_\_\_/ month

 Construction Phase

1. **ADDITIONAL VISITS:**

9.8 Additional Visits to Gilgit/Skardu site Rs. \_\_\_\_\_\_/ visit

 (In addition to the 5 free visits)

 (Article 8.3)

9.9 For Master Planning, Planning & Designing of Buildings & Services the full fee shall be admissible on completion of phase. However, intermediate payments shall also be paid for work completed proportionate to work done, roughly on a monthly invoicing basis.

9.10 For Construction supervision and office back-up as per (9.7) and (9.8) above and for Additional visits as per (9.9) above, the fee shall be payable on a monthly basis.

9.11 All payments as per Articles (9.1) to (9.11) above shall be the full and final payment for all activities listed in Article 5 and 6 and shall be made to the Consultants by Employer within 15 days of submission of their invoices.

9.12 **Repetitive use of Plans/ Designs:** The Employer shall have the right of use of the plans, drawings, etc furnished by the Consultants under this Contract for repetitive construction beyond the scope of this project as detailed in Annex-I (Phase-I), without payment of any extra fee. The remuneration stipulated under this contract shall be full compensation to the consultants.

9.13 **Deduction of Amount due to University by the Consultants:** Any excess payment made to the consultants inadvertently or otherwise under this contract or on any account whatsoever, or any other sum (s) found to be due to University from the consultants in respect of this contract or any other agreement or contract or work order or on any account whatsoever, may be deducted from any sum whatsoever payable to University by the Consultants either in respect of this contract or any other agreement., contract or work order or on any account by any other Department of the University.

 **ARTICLE 10- OBLIGATIONS AND RIGHT OF THE CONSULTANTS:**

10.1 The Consultants shall in all professional matters, act as faithful advisors to the Employer and to the full benefits of the Employer.

10.2 The Consultants shall exercise all Engineering skills, care and diligence for the accuracy and completeness of their designs and in the discharge of their duties under this Contract.

10.3 The Consultants shall assist the Employer in obtaining approval of any application made to concerned local authorities for the commencement of the works.

**ARTICLE 11- VARIATION IN THE DUTIES OF CONSULTANTS:**

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

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

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

**ARTICLE 12- FORCE MAJEURE:**

Neither party hereto shall be held responsible for any delay or failure to perform any or all of the obligations imposed upon such party caused by case of Force Majeure. In this case the time for performance of contract will be extended by a period corresponding to that duly justified and the obligations of the other party shall be extended by an equivalent period, provided that should such an extension exceed or is likely to exceed ninety (90) days, either party hereto may terminate this contract and the provisions of Article 11 shall apply to such termination. The expression “Force Majeure” shall mean cause or causes beyond the control of either party that may intervene after the formation of the contract and which may cause delay or in any way impede its performance, namely industrial dispute, floods or any other natural catastrophe, fire, mobilization, war, insurrection, embargo, requisition or any other circumstances beyond the control of the parties.

**ARTICLE 13- ARBITRATION:**

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

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

**ARTICLE 14- NOTICES:**

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

 Project Director,

 Karakoram International University,

 Gilgit-Baltistan.

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

 Managing Director

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

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

For and on behalf of for and on behalf of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Karakoram International University,

(Consultants) Gilgit-Baltistan

 (Project Director)