

F.No. CE/MDC/2018
GOVERNMENT OF PAKISTAN
Lahore Cantonment Board

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REQUEST FOR PROPOSALS (RFP)
(Selection of Consultancy Firm)

INVITATION OF BIDS FOR FEASIBILITY STUDY FOR CONSTRUCTION /
ESTABLISHMENT OF MEDICAL AND DENTAL COLLEGE AT LCB
COMPOUND NEAR SLAUGHTER HOUSE SADDAR LAHORE CANTT.

INTRODUCTION

1. Lahore Cantonment Board has proposed the Construction / Establishment of Medical & Dental College at LCB compound near Slaughter House Sadar Lahore Cantt. Its land measuring 14.621 Acres LCB Compound. The Lahore Cantonment is responsible to facilitate the peoples regarding municipal function and improvement of Education System i.e. medical education facilities.
2. To enhance the quality of Education in modern way / health facilities and provision of best education in the field of Medical. Therefore, in order to achieve these objectives, it has been decided to modernize and Construction / Establishment of Medical and Dental College at LCB Compound near Slaughter House Saddar Lahore Cantt.
3. In order to improvement of medical system Cantonment Board invites proposals from the qualified/registered national well reputed firms/companies for carrying out planning, designing, supervision, feasibility study. etc page 1 to 59 RFP-Documents including Scope of work, detailed Terms of Reference (TORs), evaluation criteria, instructions to firms etc. are available and can be downloaded from the websites of LCB www.lcb.gov.pk as well as Public Procurement Regulatory Authority (PPRA) www.ppra.org.pk

4. Request for Proposal, prepared in accordance with the instructions in the (RFP) documents/proposal must be submitted to the undersigned in two separate sealed envelopes clearly mentioned as TECHNICAL PROPOSAL and FINANCIAL PROPOSALS, by 16-05-2018 till 11:00hrs. The technical proposal will be opened on the same day at 12.00hrs and financial bid will be opened on 21-05-2018 at 11:00hrs in the presence of the bidders or their representatives.

5. The task will be accomplished **within 30 days for designing / planning and supervision till completion of the project** after award of contract. The assignment is based at Lahore Cantonment Board.

6. It is not permissible to transfer this invitation to any other firm.

7. A firm will be selected under Quality and Cost based selection method and procedures described in this RFP and in accordance with the Public Procurement Rules.

8. The RFP includes the following documents:

Section 1 - Advertisement

Section 2 - Instructions to Firms (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

(Imran Gulzar)
Cantonment Executive Officer
Lahore Cantonment Board
42-Sarwar Road, Lahore Cantt.
UAN: 111-042-522
Fax No: 042-99223005
info@lcb.gov.pk

REQUEST FOR PROPOSALS

**Selection of Consultancy
Firm**

**Ministry of Defence
Military Land and Cantonment Department
Government of Pakistan**

May 2018

F.No.CE/MDC/2018

REQUEST FOR PROPOSALS

<i>Country</i>	<i>Pakistan</i>
<i>Agency</i>	<i>Lahore Cantonment Board</i>
<i>Title of Consulting Services</i>	<i>Construction/Establishment of Medical and Dental College at LCB Compound near Slaughter House Saddar Lahore Cantt</i>

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2. To enhance the quality of Education in modern way / health facilities and provision of best education in the field of Medical. Therefore, in order to achieve these objectives, it has been decided to modernize and Construction / Establishment of Medical and Dental College at LCB Compound near Slaughter House Saddar Lahore Cantt.
3. The expected result / benefit of the project are envisioned are as follows:-
State of the art medical & dental college for approximately 100 students per year initially.
4. In order to improvement of medical system Cantonment Board invites proposals from the qualified/registered national well reputed firms/companies for

Carrying out planning, designing, supervision, feasibility study. Etc. Page 01 to 59 pages RFP-Document including Scope of work, detailed Terms of Reference (TORs), evaluation criteria, instructions to firms etc. are available and can be downloaded from the websites of LCB www.lcb.gov.pk as well as Public Procurement Regulatory Authority (PPRA) www.ppra.org.pk

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Please also add the following details along with RFP documents:-

- a) Work Plan schedule as per scope of work mentioned in the EOI document & RFP document
- b) Conceptual plan
- c) Covered area
- d) Any other requirement / information

8. The task will be accomplished **within 30 days for designing / planning and supervision till completion of the project** after award of contract. The assignment is based at Lahore Cantonment Board, with frequent travel to Lahore / Rawalpindi.

9. It is not permissible to transfer this invitation to any other firm.

10. A firm will be selected under Quality and Cost based selection method and procedures described in this RFP and in accordance with the Public Procurement Rules.

11. The RFP includes the following documents:

- Section 1 - Advertisement
- Section 2 - Instructions to Firms (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract

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42-Sarwar Road, Lahore Cantt.
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Section 2. Instructions to Consultants

- 1. Introduction**
- 1.1 Lahore Cantonment Board (LCB) named in the Data Sheet will select a consulting firm/organization (the Consultant) in accordance with the method of selection, Quality and Cost Based Selection (QCBS) as per PPRA rules.
- 1.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Cantonment Board Lahore before submitting a proposal to obtain any information in this regard.
- 1.4 -deleted-
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. Lahore Cantonment Board is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- Conflict of Interest**
- 1.6 Consultants will provide professional, objective, and impartial advice and at all times hold Lahore Cantonment Board interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.
- 1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any the circumstances set forth below:

Conflicting relationships

1.6.1(i) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of LCB staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Lahore Cantonment Board throughout the selection process and the execution of the Contract.

1.6.2 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Lahore Cantonment Board (LCB), or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to disqualification of the Consultant or the termination of its Contract.

1.6.3 No agency or serving/contract employees of LCB or Ministry of Defence shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the MOD/LCB to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any Department employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official positions and allowed to work full-time outside of their previous official position. Such certification shall be provided to LCB by the Consultant as part of his technical proposal.

Unfair Advantage

1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, LCB shall make available to all Consultants together with this RFP all information that would in that respect give such Consultant other any competitive advantage over competing Consultants.

Fraud and Corruption

1.7 The Consultants competing for this consultancy will adhere to the highest ethical standards, both during the selection process and throughout the execution of a contract.

- (a) defines, for the purpose of this paragraph, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
 - (iii) “collusive practices” means a scheme or arrangement between two or more consultants with or without the knowledge of Lahore Cantonment Board, designed to establish prices at artificial, noncompetitive levels;
 - (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract.
- (b) will reject a proposal for award if it determines that the Consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices, in competing for the contract in question;
- (c) will cancel the contract if it determines at any time that representatives of the client or the consultant are engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the contract; and
- (d) will sanction a Consultant including declaring the Consultant ineligible, either indefinitely or for a stated period of time, if at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in Competing for, or in executing a contract.

	1.8	Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
	1.9	Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4).
Origin of Goods and Consulting Services	1.10	<p>Goods supplied and Consulting Services provided under the Contract may originate from any country except if:</p> <p>(i) as a matter of law or official regulation, the Government of Pakistan prohibits commercial relations with that country; or</p> <p>(ii) by an act of compliance with a decision of United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any imports of goods from that country or any payments to persons or entities in that country.</p>
Only one Proposal	1.11	Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal.
Proposal Validity	1.12	The Data Sheet indicates how long Consultants' Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. LCB will make its best effort to complete negotiations within this period. Should the need arise; however, LCB may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants, who do not agree, have the right to refuse to extend the validity of their Proposals.
Eligibility of Sub-Consultants	1.13	In case a Consultant intends to associate with Consultants and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria.

2. Clarification and Amendment of RFP Documents

- 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. Any request for clarification must be sent in writing, or by standard electronic means to LCB address indicated in the Data Sheet. The Client will respond in writing, or by standard electronic means and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Consultants. Should LCB deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.
- 2.2 At any time before submission of Proposals, LCB may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals LCB may, if amendment is substantial, extend the deadline for the submission of Proposals.

3. Preparation of Proposals

- 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and LCB shall be written in the language (s) specified in the Data Sheet.
- 3.2 In preparing their Proposal, Consultants are expected to examine, in detail, the documents comprising the RFP. Material deficiencies in providing the information requested, may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:
- (a) If a Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with any one if so indicated in the Data Sheet. A Consultant must first obtain the approval of LCB if it wishes to enter into a joint venture. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.
 - (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months

(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

Language

(d) Documents to be issued by the Consultants as part of this assignment must be in English) in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm's Personnel have a working knowledge of national language and English.

**Technical
Proposal
Format and
Content**

3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the FTP. A page is considered to be one printed side of A4 or letter size paper.

(a) For the FTP only: a brief description of the Consultants' organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant's involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by LCB as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant's associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by LCB.

- (b) For the FTP, comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3).
 - (c) For the FTP, a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity.
 - (d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).
 - (e) Estimates of the staff input (staff-months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.
 - (f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).
 - (g) For the FTP, a detailed description of the proposed methodology
- 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive.
- Financial Proposals** 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4).
- Taxes** 3.7 Financial proposal submitted by the consultant must be included all type taxes lived by the Govt. of Pakistan and Provincial govt. and same will be deducted from the bills of consultant respectively.
- 3.8 Consultants express the price of their services in a Pakistani currencies, singly.

4. Submission, Receipt, and Opening of Proposals

- 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.12) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.
- 4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been duly authorized to sign. The signed Technical and Financial Proposals shall be marked "ORIGINAL".
- 4.3 The Technical Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original one will governs.
- 4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and be clearly marked "**DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED, BEFORE** [insert the time and date of the submission deadline indicated in the *Data Sheet*]" The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

- 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by LCB not later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para 2.2. Any proposal received by LCB after the deadline for submission shall be returned unopened.
- 4.6 LCB will open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored.

5. Proposal Evaluation

- 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact LCB on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence LCB in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultant’s Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and notified.

Evaluation of Technical Proposals

- 5.2 The evaluation committee shall evaluate the Technical Proposals (TP) on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not address/ respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals

- 5.4 Financial Proposals shall be opened publicly in the presence of the Consultant’s representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

- 5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures,

5.7 In case of QCBS, the lowest evaluated Financial Proposal (FP) will be given the maximum financial score (FS) of 100 points. The financial scores (FS) of the other Financial Proposals will be

computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (TP) and financial (FS) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = TP \times T\% + FS \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

6. Award of Contract

6.1 After completing process LCB will award the Contract to the selected Consultant and promptly notify all Consultants who have submitted proposals. After signing of the contract,

6.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

7. Confidentiality

7.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

Instructions to Consultants

DATA SHEET

Paragraph Reference

- 1.1 Name of the Client: **Ministry of Defence Lahore Cantonment Board**
- Method of selection: **Quality and Cost Based**
- 1.2 Financial Proposal to be submitted together with Technical Proposal:
Yes No
- Name of the assignment is: **Construction / Establishment of Medical and Dental College at LCB Compound near Slaughter House Saddar Lahore Cantt.**
- 1.3 A pre-proposal conference will be held: Yes No
- The Pre-proposal Conference will be held on 10 May, **2018 at 11:00 am** on the address recorded below. The Client's representative is: CEO

Address: Lahore Cantonment Board Office, 42 Sarwar Road, Lahore Cantt.

Telephone:111-042-522 Facsimile:99223003

1.4

The Client will provide the following inputs and facilities:

No

The Client envisages the need for continuity for downstream work:

Yes

Proposals must remain valid for 180 **days** after the submission date.

2

Clarifications may be requested not later than **7 (seven)** days before the submission date.

The address for requesting clarifications is: _____

Address: **Lahore Cantonment Board, 42 Sarwar Road**

Telephone: 111-042-522

Facsimile: 99223003

3.1

Proposals shall be submitted in the following language: **English**

3.2

Consultants may associate with other short listed Consultants: Yes No

3.3

The estimated number of professional staff required for the assignment is:

3.4

The format of the Technical Proposal to be submitted is: **FTP**

3.5

Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes No.____

Lahore Cantonment Board will NOT reimburse the Consultant for any such taxes paid by

the Consultant:

3.6

Consultant to state local cost in the national currency: Yes No

4.

Consultant must submit the **original and 5 copies** of the Technical Proposal, and the **original** of the Financial Proposal.

4.1

The Proposal submission address is: _____

Lahore Cantonment Board Office, 42, Sarwar Road

Lahore Cantt.

Proposals must be submitted not later than **16 May 2018 at 11:00 hrs.**

<p>5</p>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical - Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; border-bottom: 1px solid black;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">[15]</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (ii):</td> <td style="text-align: right;">[35]</td> </tr> <tr> <td>(iii) Design concept</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Design concept</td> <td style="text-align: right;">[50]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (iii):</td> <td style="text-align: right;">[50]</td> </tr> <tr> <td colspan="2" style="padding-top: 10px;">The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</td> </tr> <tr> <td style="padding-left: 20px;">1) General qualifications</td> <td style="text-align: right;">[20%]</td> </tr> <tr> <td style="padding-left: 20px;">2) Adequacy for the assignment</td> <td style="text-align: right;">[60%]</td> </tr> <tr> <td style="padding-left: 20px;">3) Experience in region</td> <td style="text-align: right;">[20%]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for the above five criteria:</td> <td style="text-align: right;">100</td> </tr> </tbody> </table>		<u>Points</u>	(i) Specific experience of the Consultants relevant to the assignment:	[15]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[10]	b) Work plan	[15]	c) Organization and staffing	[10]	Total points for criterion (ii):	[35]	(iii) Design concept		a) Design concept	[50]	Total points for criterion (iii):	[50]	The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:		1) General qualifications	[20%]	2) Adequacy for the assignment	[60%]	3) Experience in region	[20%]	Total weight:	100%	Total points for the above five criteria:	100
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Total weight:	100%																																
Total points for the above five criteria:	100																																
<p>5.2</p>	<p>The formula for determining the financial scores is the following:</p> <p>$FS = 100 \times F_m / F$, in which FS is the financial score, F_m is the lowest price and F the price of the proposal under consideration.</p> <p>The weights given to the Technical and Financial Proposals are:</p> <p>T = [50] F = [50]</p>																																
<p>6</p>	<p>Expected date for commencement of consulting services 24-05-2018 at: Lahore Cantt. Pakistan</p>																																

Section 3. Technical Proposal - Standard Forms

Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: **Cantonment Executive Officer,
Lahore Cantonment Board Office**

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

- 1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."*]
- 2 [*Delete in case no association is foreseen.*]

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name: Approx. value of the contract (in current pk rupees):

Country: Duration of assignment (months):

Location within country:

Name of Client: Total number of staff-months of the assignment:

Address: Approx. value of the services provided by your firm under the contract (in current pk rupees):

Start date (month/year): Number of professional staff-months provided by associated Consultants:
Completion date (month/year):

Name of associated Consultants, if any: Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):

Narrative description of Project:

Description of actual services provided by your staff within the assignment:

Firm's Name: _____

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE
AND ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(For small or very simple assignments the Client should omit the following text in Italic)

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3H.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6 CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position [*only one candidate shall be nominated for each position*]: _____

2. Name of Firm [*Insert name of firm proposing the staff*]: _____

3. Name of Staff [*Insert full name*]: _____

5. Education [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. Membership of Professional Associations: _____

7. Other Training [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

8. Countries of Work Experience: [*List countries where staff has worked in the last ten years*]: _____

9. Languages [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

10. Employment Record [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____
[Signature of staff member or authorized representative of the staff] *Day/Month/Year*

Full name of authorized representative: _____

FORM TECH-7 STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Local																	
1		<i>[Home]</i>															
		<i>[Field]</i>															
2																	
3																	
n																	
													Subtotal				
													Total				
n																	

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: Engineer, Sub Engineer, Supervisor, draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

Full time input
 Part time input

Section 4. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the short listed Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para 4 of the Letter of Invitation.

FIN-1 Financial Proposal Submission Form

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: _____,
***Cantonment Executive Officer,
42 Sarwar Road Lahore Cantt.***

Dear Sir,

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

PROFORMA FOR FINANCIAL BID

- i. Estimated Cost of the project = **500 (M)**
- ii. %age of consultancy services and detail supervision as per scope of work
on estimated cost = _____
- iii. Bid amount of consultancy charges = _____
- iv. Earnest money @ 2% of bid amount = _____

- Note:**
- a. The final payment made to the consultant as per %age (quoted in serial-II) on the actual work done at site.
 - b. Bid shall be valid for 180 days.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

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

Section 5. Terms of Reference

BACKGROUND

1. To enhance the quality of Education in modern way / health facilities and provision of best education in the field of Medical. Therefore, in order to achieve these objectives, it has been decided to modernize and Construction / Establishment of Medical and Dental College at LCB Compound near Slaughter House Saddar Lahore Cantt.

Project Layout

The Project layout in the includes the following important structures must be as per guideline of PMDC:-

- a) Academic Block for medical studies
- b) Academic Block for Dental studies
- c) Admin Block
- d) Lecture halls as per PMDC requirement dental & medical college separately
- e) Museum separately for dental & Medical College
- f) Pre-Clinic laboratory
- g) Prosthetic laboratory
- h) Ceramic laboratoty
- i) Oral Biology laboratory
- j) Oral Pathology laboratory
- k) Community dental laboratory
- l) Phantom head laboratory
- m) Dental chair unit
- n) Auditorium for dental & medical college seperately
- o) Boys and girls hostels
- p) Faculty and Principal Residence
- q) Nursing Hostel
- r) Postgraduate Hostels
- s) Mosque
- t) Playing Area (indoor & outdoor)
- u) Car Parking
- v) Cafeteria
- w) Laundry
- x) Mortuary
- y) Any other facility required as per guideline of PMDC
- z) Library for Dental & Medical College
- aa) Common room for girls and boys
- bb) Tutorial
- cc) Skill lab
- dd) Hostel (House officers)
- ee) Animal Houses
- ff) Miscellaneous space (admn)
- gg) Circulation other space

SCOPE OF WORK

3. In order to Construction / Establishment of Medical and Dental College at LCB Compound near Slaughter House Saddar Lahore Cantt. the suitably qualified and locally reputed firms/companies for carrying out feasibility study to Establishment of Medical and Dental College, are required to :

The assignment will include but not limited to

- i. Detail topographic survey
- ii. Master planning of the land
- iii. Preliminary drawings
- iv. Feasibility
- v. Colored Elevations/ 3D Views
- vi. Miniature model of the Project
- vii. Traffic Impact assessment
- viii. Environmental Impact assessment
- ix. Projection System
- x. Automation system / BMS
- xi. Sewerage System and its disposal
- xii. Water Supply system and its source
- xiii. Soil Investigation Report
- xiv. Architectural Drawings
- xv. Power backup electric system including UPS system
- xvi. HVAC
- xvii. Security Cameras system
- xviii. Firefighting system
- xix. Acoustic system
- xx. Egress System
- xxi. Structural design, preparation of tender drawings, electrical & mechanical design
- xxii. Working Drawings
- xxiii. Engineering Estimates as per latest MES Schedule of Rates
- xxiv. Backup of BOQ
- xxv. BOQ
- xxvi. Draft Tender Documents
- xxvii. Tender Documents
- xxviii. Evaluation Report
- xxix. Contract Agreement / documents
- xxx. Contract Specification
- xxxi. Detail supervision of the project.

LOCATION AND DURATION OF ASSIGNMENT

4. The task will be accomplished **within 30 days** for designing and planning and supervision till completion of the project after award of contract and location of the assignment will be based at Lahore Cantonment Board, Lahore with frequent travel to Lahore / Rawalpindi

TIMEFRAME FOR COMPLETION OF TASK

5. The earnest money will be released on the commencement date against submission of a Bank Guarantee for same value. The Bank Guarantee will be released at the time of final construction bill of the work.

SCHEDULE OF PAYMENT

FOR PLANNING, DESIGNING & SUPERVISION:

15% professional charges will be released on completion of the work mentioned in scope of work from S. No. i to viii.

25% professional charges will be released on completion of the work mentioned in scope of work from S. No. ix to xxx.

25% professional charges will be released on the completion of 50% of completion of construction work.

25% professional charges will be released on completion of 90% of completion of construction work.

5% professional charges will be released on completion of 100% of completion of construction work.

5% professional charges will be released on the clearance of Audit authority OR 01 year maintenance period whichever is later.

NOTE: All taxes levied by the Govt. of Pakistan and Provincial Govt. shall be deducted from the bills respectively.

The Technical proposals do not secure minimum qualifying score (40) will be returned along with Financial Proposal unopened. The technical proposals will be opened **on 16 May 2018 at 12:00 hrs** at Lahore Cantonment Board Office, 42, Sarwar Road, **Lahore in the presence of bidders or their authorized representatives of bidders**. The Financial proposals will be opened subsequently after completing all the formalities under the Rules in the presence of authorized representatives of qualified bidders. Exact date for opening of financial proposals will be intimated to the successful bidders. TORs can also be downloaded from the website of Lahore Cantonment Board www.lcb.gov.pk

**Consultant's Services:
Contract specimen**

SECTION 6 Standard FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the day between **Cantonment Executive Officer, Lahore Cantonment Board, Designing, Planning and Supervision of Medical and Dental College” Cantt Board Lahore at NLC Compound near Slaughter House** on the one hand, (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, **M/S** _____ on the other hand, 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:

- 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 Services
 - Appendix B: Reporting Requirements
 - Appendix C: Key Personnel and Sub consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix G: Integrity Pact (for Services above Rs. 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 LCB 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.

**Witness: 1
(LCB Member Ward-I)**

President Lahore Cantt Board

Signatures_____

Signatures_____

Name_____

Name_____

Title_____

Title_____

(Seal)

Witness: 2

(CONSULTANTS)

Signatures_____

Signatures_____

Name_____

Name_____

Title_____

Title_____

(Seal)

(COUNTERSIGNED)

**Cantonment Executive Officer
Lahore Cantonment Board**

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 of Cantonment Act 1924 and Pakistan Cantonment Account Code 1955 or any other Cantonments laws;
- (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;
- (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 LCB, the M/s _____ or a Sub consultant; 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 of Cantonments.

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 LCB 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.

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 LCB'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 LCB of the circumstances and probable effects;
- (b) The increase shall be regarded as Additional Services; and
- (c) The LCB 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.

2.8 Suspension of Payments by the LCB

The LCB 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 LCB

The LCB 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 LCB 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 LCB a statement which has a material effect on the rights, obligations or interests of the LCB 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 LCB, 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 LCB, 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) No escalation is allowed in any circumstances as per Cantonment Law;

- (b) if the LCB 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 LCB 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 LCB 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 LCB, 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 LCB 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 LCB, and shall at all times support and safeguard the LCB'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 LCB's business or operations without the prior written consent of the LCB.

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 LCB 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.

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 LCB, indemnify the LCB against any or all risks arising out of the furnishing of professional services by the Consultants to the LCB, 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 LCB.

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

3.6 Consultants' Actions Requiring LCB's Prior Approval

The Consultants shall obtain the LCB'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 LCB 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 LCB 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 LCB

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 LCB, 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 LCB, 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 LCB

No equipment and materials shall be made by the LCB.

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 LCB 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 LCB.

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 LCB.

4.2 Removal and/or Replacement of Personnel

(a) Except as the LCB 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 LCB, (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 LCB's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the LCB.
- (c) Except as the LCB 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 LCB

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) provide at no cost to the Consultants, Subconsultants and Personnel such documents prepared by the LCB or other consulting engineers appointed by the LCB 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 LCB, shall be returned by the Consultants upon completion of the Services under this Contact;
- (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 LCB 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 LCB 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 LCB 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

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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 LCB shall make available to the Consultants, Subconsultants and the Personnel, for the purpose of the Services and free of any charge.

5.5 Payments

In consideration of the Services performed by the Consultants under this Contract, the LCB 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) The payment shall be made in Pakistani Rupees.

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 LCB specifying the amount due.

6.4 Period of Payment

- (a) No advance payment shall be made.
- (b) The LCB shall pay after twenty-eight (28) days of the execution of work as shown in Appendix-E.

6.5 Delayed Payments

(N .B. The Condition is not cover under the Cantt Account Code)

6.6 Additional Services

Additional Services means:

- (a) Services as approved by the LCB 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 LCB's instructions.

If, in the opinion of the LCB, 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 LCB 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 LCB 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 LCB 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 LCB, 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 LCB shall be withheld on account of such proceedings.

“DML&C Lahore Region is the arbitrator of the project and his decision is final / binding on both the parties”.

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 LCB 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 LCB 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 LCB under Sub-Para (a) and (c) of this Sub-Clause.

III. SPECIAL CONDITIONS OF CONTRACT

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

1.1 Definitions

(p) "Project" means Designing, Planning and Supervision of Medical and Dental College" Cantt Board Lahore at NLC Compound near Slaughter House.

1.2 Authorised Representatives

The Authorized Representatives are the following:

For the LCB:

Cantonment Executive Officer
Lahore Cantonment Board
Designing, Planning and Supervision of Medical and
Dental College" Cantt Board Lahore at NLC Compound
near Slaughter House.
Contact Nos: 111-042-522

For the Consultants:

Engr. _____
Project Coordinator
Designing, Planning and Supervision of Medical and
Dental College" Cantt Board Lahore at NLC Compound
near Slaughter House.
Mobile No : _____
Telephone : _____
Facsimile : _____
E-Mail : _____

1.3 Taxes

Seven point five percent income tax to be deducted from all running bills and any other taxes levied by Central / Provincial Government.

1.4 Leader of Joint Venture

Not Applicable

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the work order is awarded.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be 60 days or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the Services within three (3) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be considered as the date of completion of work by the Contractor & issuance of completion certificate to the Contractor.

"Completion of Services" means issuance of completion certificate to the Contractor.

3.5 Insurance to be Taken out by the Consultants

Not Applicable

3.6 Consultants' Actions Requiring LCB's Prior Approval

All the works shall be executed with prior approval of LCB.

If any additional or alternate works are required to be done which are necessary to be executed, the financial approvals shall be taken from project directorate before execution of the same.

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

The LCB 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 LCB shall make available within 15 days from the Commencement Date, the documents namely Site Layout. This list if warranted shall be supplemented subsequently.

5.1.2 Coordination

- (a) The departments and agencies shall be responsible for managing utilities and necessary approvals if any required.

5.1.3 Approvals

The LCB shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants.

6.3 Currency of Payment

Pak Rupees.

IV. APPENDICES

Appendix-A

Description of the Services

Name of Project: Designing, Planning and Supervision of Medical and Dental College” Cantt Board Lahore at NLC Compound near Slaughter House.

The consultant will provide the designing / planning and supervision as per consultant contract. His services include the following:-

SCOPE OF WORK

The assignment will include but not limited to

- i. Detail topographic survey
- ii. Master planning of the land
- iii. Preliminary drawings
- iv. Feasibility
- v. Colored Elevations/ 3D Views
- vi. Miniature model of the Project
- vii. Traffic Impact assessment
- viii. Environmental Impact assessment
- ix. Projection System
- x. Automation system / BMS
- xi. Sewerage System and its disposal
- xii. Water Supply system and its source
- xiii. Soil Investigation Report
- xiv. Architectural Drawings
- xv. Power backup electric system including UPS system
- xvi. HVAC
- xvii. Security Cameras system
- xviii. Firefighting system
- xix. Acoustic system
- xx. Egress System
- xxi. Structural design, preparation of tender drawings, electrical & mechanical design
- xxii. Working Drawings
- xxiii. Engineering Estimates as per latest MES Schedule of Rates
- xxiv. Backup of BOQ
- xxv. BOQ
- xxvi. Draft Tender Documents
- xxvii. Tender Documents
- xxviii. Evaluation Report
- xxix. Contract Agreement / documents
- xxx. Contract Specification
- xxxi. Detail supervision of the project.

Appendix-B
Reporting Requirements

i.	EIA Report	10 sets
ii.	Site Survey report/drawings	10 sets
iii.	TIA report	10 sets
iv.	Sewerage system & its disposal reports/drawing	10 sets
v.	Water supply system & its resource report /drawing	10 sets
vi.	Soil investigation report	10 sets
vii.	Architectural drawings	10 sets
viii.	Structural drawings	10 sets
ix.	Plumbing drawings	10 sets
x.	Electrical drawings(internal & external) & electric power generation system	10 sets
xi.	Firefighting drawing	10 sets
xii.	Construction/working drawing	10 sets
xiii.	Gas system/drawing	10 sets
xiv.	Storm water drainage system drawing	10 sets
xv.	Security alarming system drawings	10 sets
xvi.	CCTV cameras system drawings	10 sets
xvii.	Boundary wall & security system drawing	10 sets
xviii.	Draft tender documents	10 sets
xix.	Evaluation report	10 sets
xx.	Coloured elevation/3D view	10 sets
xxi.	Engineering estimates as per latest MES Sch Rates	10 sets
xxii.	Backup of BOQs	10 sets
xxiii.	BOQs of all above work	10 sets
xxiv.	Contract agreement documents	10 sets
xxv.	Contract specification	10 sets
xxvi.	Miniature model of the project	1 no
xxvii.	HVAC system drawings	10 sets
xxviii.	Any other drawings which required necessary by the client	10 sets

N.B: Additional sets will be charged at Rs.05/- page of A4 size (Black & White) and drawings will be charged at Rs.50/- per drawing on A-3 size (black & white).

Appendix-C

Key Personnel and Sub consultants

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Project Manager	_____
Structural Engineer	_____
Geo tech Engineer	_____
Traffic Engineer	_____
Public Health Engineer	_____
Contract Expert	_____
Electrical Engineer	_____
Mechanical & HVAC Engineer	_____
Civil Engineer	_____
IT Engineer	_____

Appendix-D

Breakdown of Contract Price in Foreign Currency

Not applicable

Appendix-E

Breakdown of Contract Price in Local Currency

Project: DESIGNING, PLANNING AND SUPERVISION OF MEDICAL AND DENTAL COLLEGE” CANTT BOARD LAHORE AT NLC COMPOUND NEAR SLAUGHTER HOUSE.

FOR DESIGNING / PLANNING, TENDERING STAGE AND SUPERVISION:

PERFORMA FOR FINANCIAL BID

- v. Estimated Cost of the project = **500 (M)**
- vi. %age of consultancy services and detail supervision as per scope of work on estimated cost = _____
- vii. Bid amount of consultancy charges = _____
- viii. Earnest money @ 2% of bid amount = _____
- ix. Your bid shall be valid for 180days

Note: The consultant quoted %age of consultancy and detail supervision on the estimated amount but the final amount will be paid to the consultant of the consultancy %age on actual cost of the work done

SCHEDULE OF PAYMENT

FOR PLANNING, DESIGNING & SUPERVISION:

15% professional charges will be released on completion of the work mentioned in scope of work from S. No. i to viii.

25% professional charges will be released on completion of the work mentioned in scope of work from S. No. ix to xxx.

25% professional charges will be released on the completion of 50% of completion of construction work.

25% professional charges will be released on completion of 90% of completion of construction work.

5% professional charges will be released on completion of 100% of completion of construction work.

5% professional charges will be released on the clearance of Audit authority OR 01year maintenance period whichever is later.

NOTE: All taxes levied by the Govt. of Pakistan or Provincial Govt. shall be deducted from the bills respectively.

**Appendix-G
(Integrity Pact)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY
THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS.
10.00 MILLION OR MORE**

Contract No: _____ Dated _____

Contract Value: _____

Contract Title: _____

..... M/s _____

hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, M/s _____ represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

M/s _____ certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or

will not take any action to circumvent the above declaration, representation or warranty.

M/s _____ accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by M/s _____ as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Buyer:

Name of Seller/Supplier

Lahore Cantonment Board

M/s _____

Signature:

Signature

[Seal]

[Seal]

