

GOVERNMENT OF PAKISTAN

EDUCATION DEPARTMENT GILGIT-BALTISTAN GILGIT



TERMS OF REFERENCE (ToRs)

for

Establishment of polytechnic institute for boys at skardu, Baltistan Region

Consultancy Service including; investigation of underground soil, preparation of detailed Architectural, Structural, Electrical and Plumbing working drawing/designs, Master Plan, Landscaping of 60-Kanal Land, layout plan, technical specifications, detailed bill of quantities (BoQs), detailed estimates, bidding documents, furniture & fixture designs, 2D & 3Ds & Layout Plans etc.

Project Management Unit (PMU)

Establishment of Establishment of polytechnic institute for boys at skardu, Baltistan Region

Dated January 2019

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**OFFICE OF THE SUPERINTENDING ENGINEER ,
ESTABLISHMENT OF POLYTECHNIC INSTITUTE FOR BOYS AT
SKARDU (BALTISTAN REGION)
EDUCATION DEPARTMENT GILGIT-BALTISTAN, DIRECTORATE OF
EDUCATION, GILGIT,**

Name of project: Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region)

Name of Work: Consultancy Services for “Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region)” mentioned above as per detail, given the scope of TOR.

Terms of reference issued to -----

**Superintending Engineer/ Project Director
Establishment of Polytechnic Institute
for Boys at Skardu (Baltistan Region)
Education Department Gilgit-Baltistan
Directorate of Education, Gilgit**

Dated.....

GOVERNMENT OF GILGIT BALTISTAN

Education Department GB, Directorate of Education Gilgit

Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region)

APPLICATIONS REQUIRED FOR TECHNICAL & FINANCIAL BIDS FROM CONSULTING FIRMS UNDER

Single Stage Two Envelopment (SSTE) System

Applications are invited for the below mentioned Project from well reputed National & International consulting firms registered with Pakistan Engineering Council (PEC) & Pakistan Architectural and Town Planning Council (PATPC) for pre-qualification. Consulting Firms having sufficient experience in rendering consultancy services in planning, managing & designing of Educational Institutes (Technical) Projects worth Rs: 601.996 million and above in Pakistan during the last five (5) years will be preferred.

Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region)

Brief Scope of Consultancy Services:

1. Carrying out the Topographic Survey of the land/ Area.
2. Performing geo-technical investigation.
3. Development of detailed Master plan for different components of the Polytechnic Institute.
4. Detailed Architectural/Structural Design of different components emphasis on energy efficiency and provisions for electric supply from renewable energy resources (e.g. solar & Wind)
5. Work out details of external services (roads, pathways, electricity and landscaping).
6. Detail survey & Design of external water supply (Pumping/Lift system) from Indus River keeping in View the present and future demand of Project.
7. Preparation of detail engineer's cost estimates.
8. Work out detail of feasible, durable and economical type of Furniture & fixtures, Laboratory Equipment of Civil, Electrical & Mechanical technologies etc.
9. Provision of CCTV System Inter & External, telephone system, Fire Alarm System, Student address system and Computer Networking System.
10. Formulate Waste management System
11. Preparation of bidding/tender documents & specifications for all Civil, E&M works along with Equipments, Furniture's and fixtures etc.
12. Preparation of prequalification criteria for contractors as per PEC criteria.
13. Preparation of specifications & BOQ's and detail estimates of all equipment.
14. Preparation of working Drawings/Designs of all components.
15. Preparation of 2D&3D views of entire college complex and individual buildings of the project.
16. Plan, Design & prepare lift drinking water supply from Indus River

List of Documents/Credentials to be submitted:

- Complete company profile (name and address of the company and branch office(s) if any, status of the Firm i.e., proprietorship or a limited company and Joint Venture with name of principal persons etc.)
- Organization set up and list of full time Technical and Supervisory Staff along with their CVs.
- Fresh registration as Consultants with Pakistan Engineering Council & Pakistan Architectural & Town Planning Council valid up-to 31-12-2018.
- Detail of works/services of similar nature and complexity projects already completed or in hand including their quantum/cost, local / international, satisfactory certificates from the concerned executive officer(s).
- Bank statement for the last three years.

Terms and Conditions:

- The detail terms & conditions have been set forth in the prequalification Documents.
- Documents shall be submitted through Single Stage two envelope (Technical and Financial Proposal in separate envelopes) bidding procedure.
- Financial proposal will be sought from those consultants who will be technically qualified.
- Those Consulting Firms supplying wrong information are liable to legal action and disqualification.
- The application complete in all respect should reach the office of the undersigned through post/register courier on or before 7th February, 2019, 12:00 AM in the same date (7th February, 2019) Bids/ Tenders shall be opened at 12:30 AM in the office of the Superintending Engineer/ Project Director, Education Department GB, Directorate of Education Gilgit
- Detail Terms of References (ToRs) along-with condition of Consultancy Services might be obtained from office of the Superintending Engineer (SE)/ Project Director, Education Department GB, Directorate of Education Gilgit during office hours on payment of Rs: 2000/- (Rupees two thousand only) non refundable or can be down loaded from Official Web Site of Education Department Gilgit-Baltistan www.gbdoe.edu.pk and while submission of Technical and Financial Proposals, pay order of Rs: 2000/- in the name of Superintending Engineer/ Project Director Education Department GB must be attached.
- Applications received after due date and time shall not be entertained.
- This Advertisement can be seen on PPRA-Islamabad official Website www.ppra.org.pk

Engr. Shafa Ali
Superintendent Engineer/
Education Department; GB, Directorate of Education Gilgit
Ph #: 05811-960424 Fax #: 05811-960290

Government of Pakistan
Directorate of Education Gilgit Baltistan, Gilgit
Invitation of bids for Consultancy Service
For

Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region)

1. Education Department Gilgit Baltistan invites sealed bids of Technical and Financial Proposals from reputed Firms/ Consortiums for preparation of detailed working drawing/designs, detailed estimates, BoQs and bidding documents etc. for construction Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region)

2. TERMS OF REFERENCES (ToRs)

The details of services to be provided by the Firm/ Consortium for Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region) shall include the following, but not limited to this;

- 2.1 Prepare topographic survey of proposed site; including establishment of survey control points with reference Bench Marks, contouring of the project site with appropriate intervals.
- 2.2 Carryout underground soil investigations including, geo-technical and sub-soil investigations by boring in-situ-pits and other reliable methods of geo-physics for determining the condition of underground soil strata including bearing capacity of the proposed site.
- 2.3 Check detailed feasibility of the selected site for construction of the project i.e. Civil, Electrical, mechanical Block, Admin block, related subject block, residential facilities & Sports facilities with-in the premises of the Institute taking in to account the seismology, culture and especially the climatic conditions of the region.
- 2.4 Prepare preliminary drawings/ designs, master plan, landscaping of 60- kanal land layout plans of all components.
- 2.5 Prepare detailed preliminary drawings/ designs of external services (roads, walkways, electricity, street lightening and waste management system).
- 2.6 Detailed survey, Feasibility Study and drawing/ design of external water supply from Indus river up-to an elevation of +600 feet keeping in view the present and future demand of the project.
- 2.7 Preliminary drawings/ designs of CCTV System Internal & External, telephone system, fire Alarm System, Student address system and Computer Networking system.
- 2.8 Tentative cost estimates of all components of the proposed project for discussions and approval by the specified Technical Committee.
- 2.9 If the competent Forum approves the preliminary Architectural drawings/designs under Para 2.1 to 2.8 above, the consultant shall provide detailed layout plans, detailed working drawings i.e. Architectural, Structural, Electrical and Plumbing designs of all components of the project for implementation at site.
- 2.10 Detailed construction drawings/ designs for layout and installation of equipment in academic block, laboratories and hostels etc.
- 2.11 Detailed Bill of Quantities (BoQ), estimates and bidding documents of all components i.e. hostels, academic block, laboratories, equipments and residential colony required for establishment of the Institute, shall be prepared by the Firm/ Consortium.
- 2.12 Provide feasible sizes, types and specifications, BoQs, detailed estimates and Bidding documents of the furniture & fixtures of all buildings of the project.
- 2.13 Compilation and submission of all above with reports on items of works, printing and binding in Book-form including;
 - Under ground soil investigation profile/report 5-copies
 - Detailed workings drawings/ design 5-copies
(Architectural, Structural, Electrical, Plumbing,
Furniture & equipment layout drawings)
 - Detailed estimates and BoQs 5-copies
 - Bidding documents 20-copies
- 2.14 Preparation 2D& 3D views of entire college complex and individual buildings for assessment of beautification of the designs.

Note: Duplicate Soft copies (CDs) of each above document shall be provided by the Firm

3. The Firm/ Consortium should have provided the information regarding the legal status, area of specialty and experience in similar works, including;
 - 3.1 Name and Address of the Firm/ Consortium with details of the contact person/s;
 - 3.2 Legal stature-authority of registration and the registration law;
 - 3.3 Organizational capacity in terms of core expertise, core staff strength and brief profile of Human Resources;
 - 3.4 Lists of similar assignments successfully completed with their names, scope and name of the organization, address, and contact Nos. and completion certificates, if any;
 - 3.5 Financial status/annual turnover of the Firm in Pak. rupees for the last three years.
 - 3.6 Proposed work plan for completion of the said assignment.
 - 3.7 An affidavit showing that the Firm is not involved in any litigation with any Government Organization/ Department.
4. Interested Firms/ Consortiums may send their **Technical and Financial Bids** for preparation of detailed working drawings/designs, detailed estimates, BoQs bidding documents and detailed work-plans for Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region) in sealed envelopes in the office of the Project Director/ Superintendent Engineer, Education Department Gilgit Baltistan (GB), Directorate of Education Gilgit during office hours 04:00 PM, ___December, 2018. **Technical and Financial Proposals should be submitted in separate sealed envelopes packed in one common envelope duly sealed.** The Technical bids shall be opened in the same day at 11: 00 AM in presence of the bidders who wish to attend; whereas, financial bids of only short listed Firms will be opened later on.
5. **The Consulting Firms should have planned to complete the component of civil-works within two (2) months or shortest possible duration necessarily in their Technical Proposals in the best interest of the project, however; completion of remaining components might be planned to complete afterwards.**
6. Further information's can be obtained from the office of the Project Director/ Superintendent Engineer, Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region), Engr. Shafa Ali, Directorate of Education Gilgit-Baltistan, during office hours.
Phone No. (Office): 05811-960424, Fax: 05811-960290, Cell No. 0346-848-7799, E-mail: shafaaliengr@gmail.com
7. Competent authority reserves the right to reject any or all bids under PPRA rules,2004.(Para-33) without assigning any reason.

1. BACKGROUND OF THE PROJECT

Gilgit-Baltistan covers a region of 72,496 square kilometers. It borders Khyber Pakhtoon Khawa (KPK) Province to the west, Afghanistan and China to the north, and Indian-administered Jammu and Kashmir to the east. The current population is estimated to be about 1 million, based on projections from the 1998 census, and the population by 2025 is estimated to be over 1.5 million.

The Gilgit-Baltistan is sparsely populated, spread over mountainous terrain, with the majority of the population living in villages with an agricultural base. These areas have great natural beauty, mineral resources and cultural diversity. The opening of the Karakorum Highway in 1978 improved opportunities for development programmes, inward and outward migration and tourism. Approximately 86% of the population of the Gilgit-Baltistan lives in rural areas, compared with an estimated 66% for Pakistan as a whole, though there is a trend towards urban migration.

The region was divided into seven (10) Districts: Gilgit, Ghizer, Diamer, Astore, Skardu, Ghanche, Hunza, Nagar, Shigar & Kharmang. These were further subdivided into a total of 13 subdivisions and 27-*tehsils*. The region's administrative headquarter is located in Gilgit town.

In October 2007, Government of Pakistan announced a political, administrative and development reforms package for the Gilgit-Baltistan formerly known as Northern Areas and on 29th August 2009, the Gilgit-Baltistan Empowerment and Self-Governance Order, 2009, was passed by the national cabinet Government of Pakistan. The order granted self-rule to the people of the former Northern Areas a province with its name as Gilgit-Baltistan having its own Governor, Chief Minister, cabinet as well as an elected legislative assembly.

Under the reforms package, the Gilgit-Baltistan Legislative Council has been given the status of a legislative assembly, and has therefore become the Gilgit-Baltistan Legislative Assembly (NALA), with powers to debate and pass its budget. The Deputy Chief Executive will henceforth be the Chief Executive, with full administrative and financial authority and the existing Chief Executive (a Federal Minister) will be the Chairman of the Gilgit-Baltistan government. All administrative and financial powers of the Ministry of Kashmir Affairs and Gilgit-Baltistan have been transferred to the Gilgit-Baltistan government.

Education Status of GB

GB has made rapid progress in education in recent decades. Indeed, in many areas it has kept pace with national levels. Still, together with much of the rest of Pakistan, the region falls well short of reaching the national MDG targets. The gaps in adult literacy and child education are substantial among women, poor households, and the communities that reside in lagging areas in Baltistan Region due to cultural and social barriers. These gaps in education, in turn, affect the economic welfare of households, as the nexus between education and employment is crucial in the context of GB, where economic opportunities for low skilled workers are limited. Weak educational outcomes in GB derive largely from the existing geographic and administrative realities of the region, which often militate against the effective and efficient delivery of services. Access to education seems to be particularly problematic in those districts where there are major geographic obstacles, such as long distances that discourage girls' school attendance, and where educational institutions lack the capacity and depth to provide quality education services.

Over the last 10 to 15 years, the size of the GB Education Department has overwhelming increased to emerging as the largest organization in Gilgit-Baltistan in terms of the number of educational institutions, quantum of human resource and population dynamics, thus increasing its functions and roles to manifolds. Naturally new challenges emerge as a result of organizational growth; the quality control is the most significant. Though the Department of Education GB has, to some extent, been expanded and its capacity enhanced to deal with various functions and enormous workload, the quality and delivery of service is yet to be improved quite above the existing level. Due to financial constraints and 18th Constitutional Amendment Ministry of Education Gilgit-Baltistan faces challenges to enhance the delivery of educational facilities in the area including improving capacity of the Education Department GB.

According to last national population census (1998) population of Gilgit-Baltistan is 1.236 million, recording an Inter-censal increase of 39.88% over the last 13 years i.e. 1998-2012. The average annual growth rate of population has dramatically declined to 2.00% from 2.56%. The gap between population based educational requirements and available facilities became wider and wider over the time. Although, a lot of improvements have been seen in the system over the last 5-10 years, educational facilities however, are still inadequate to meet present and the future needs. The overall literacy rate of GB was 38% (as per 1998 census) where as the projected literacy rate is 50%¹ which is lower than the National rate of 53%. The female education in Gilgit-Baltistan is lagging behind compared to the rest of the country, particularly in the rural areas.

The number of Government, Non-Formal Basic Education Schools (NFBE), Mosque and Community Schools (Primary, Middle & High) for 73712 girls, there are only 393 schools i.e. 188 students per school in average, whereas total boys enrolment is 99734 in 789 schools i.e. 119 students per school in average under public sector. The percentage ratio of female to male teachers in these schools is **33:67** which reflects the poor situation of

female teachers' strength as compared to the corresponding enrolments. Moreover; there is also disparity in rural and urban areas regarding female participation and number of teachers.

Only one Polytechnic Institute was established at Gilgit which cannot fulfill the requirement of the area. The proposed Polytechnic Institute (skardu) will offer admissions for Civil, Electrical & Mechanical Technology. Each academic year 120 students shall be admitted in Civil, Electrical & Mechanical Technology. After three (03) years, total 360-students shall be enrolled. Polytechnic Institute (skardu), will be the 2nd Institute of its kind in Gilgit-Baltistan, which will promote Technical education of higher-quality with training in Civil, Electrical & Mechanical discipline in order to bring it at par with other parts of the Country.

JUSTIFICATIONS

Govt. of Pakistan is extending all possible help to uplift the social as well as educational standard of Gilgit Baltistan. The only source of income of the local population is Govt. Service. However, the Govt. is not in a position to provide job opportunities to every one. Therefore, it is the time that the youths of the area may be provided quality education in order to compete with other parts of the country. Establishment of Polytechnic Institute (skardu) will bring a revolutionary change in quality education. The scheme for costing of **Rs. 601.996 million** consisting of civil work, purchase of transport and furniture/equipments and recurring expenditure etc. Proposed Establishment of Polytechnic Institute (skardu) will benefit the entire population of Baltistan (Skardu, Ghanche, Shigar & Kharmang Districts).

- a) The population of Gilgit Baltistan is about 1.500 million spread over an area of 72,496 sq. km.
- b) Population of age group 16-20 and above will be served.
- c) Classrooms and laboratories are proposed as per requirement of the courses prescribed, to equip students with skill in Technical Career.

1- Proposed Capacity of the College

Total enrolment will be 360 students in three (03) major Technologies i.e Civil, Electrical & Mechanical Technology. Yearly a batch of 120 students will pass out after completion of their study.

Technologies	1st Year	2nd Year	3rd Year
Civil Technology	40	40	40
Electrical Technology	40	40	40
Mechanical Technology	40	40	40
Total	120	120	120

2- Proposed Courses

- 3 years Diploma in Civil Technology
- 3 years Diploma in Mechanical Technology
- 3 years Diploma in Electrical Technology

-Proposed Covered areas as per approved scope of the PC-1 are as under:-

- | | | |
|--------------------------|---|-------------|
| i) Admin Block | = | 5270 S. ft |
| ii) Civil Block | = | 10072 S. ft |
| iii) Mechanical Block | = | 10972 S. ft |
| iv) Electrical Block | = | 10072 S. ft |
| v) Related Subject Block | = | 12330 S. ft |
| vi) Hostel | = | 13040 S. ft |
| ix) Residential Quarters | = | 19900 S. ft |

CRITERIA FOR SHORT LISTING

Total Points **1000**
Qualifying Points **800**

1.	Qualification/ Experience of Firm	Maximum Marks	150
	i) Specific Experience		90
	a) Detailed Planning & Designing of Technical Institutions		27
	b) Detailed drawing and design of buildings, (general)		9
	c) Design of laboratory equipment, fitting & fixing.		18
	d) Construction supervising and quality control of building works.		27
	e) Social survey/Sentimental impact assessment of buildings.		4.5
	f) Commissioning of equipments and testing in buildings.		4.5
	ii) General Experience		30
	a) Detailed Planning & Designing of Technical Institutions		9
	b) Detailed drawing and design of buildings, (general)		3
	c) Design of laboratory equipment, fitting & fixing.		6
	d) Social survey/Sentimental impact assessment of buildings.		9
	e) Construction supervising and quality control of building works.		1.5
	f) Commissioning of equipments and testing in buildings.		1.5
	ii) Experience in similar Region		15
	a) Detailed Planning & Designing of Technical Institutions		5
	b) Detailed drawing and design of buildings, (general)		1.5
	c) Design of laboratory equipment, fitting & fixing.		3
	d) Construction supervising and quality control of building works.		4.5
	e) Social survey/Sentimental impact assessment of buildings.		0.75
	f) Commissioning of equipments and testing in buildings.		0.75
	iii) Home Office Support		7.5
	a) Detailed Planning & Designing of Technical Institutions		2.25
	b) Detailed drawing and design of buildings, (general)		0.75
	c) Design of laboratory equipment, fitting & fixing.		1.5
	d) Construction supervising and quality control of building works		2.25
	e) Social survey/Sentimental impact assessment of buildings.		0.375
	Commissioning of equipments and testing in buildings.		0.375
	vi) Back Up Facilities		7.5
	a) Detailed Planning & Designing of Technical Institutions		2.25
	b) Detailed drawing and design of buildings, (general)		0.75
	c) Design of laboratory equipment, fitting & fixing.		1.25
	d) Construction supervising and quality control of building works.		2.25
	e) Social survey/Sentimental impact assessment of buildings.		0.375
	f) Commissioning of equipments and testing in buildings.		0.375

Note: Given details to facilitate the evaluation.

2)	Approach & Methodology.	250
	i) Understanding of Objectives	25
	ii) Quality of methodology	75

iii)	Innovativeness	25
iv)	Work programme including activity schedule	75
v)	Facilities proposed	25
vi)	Transfer of technology.	12.5
vii)	Proposal presentation	12.5
3)	Key Personnel:	600
i)	Team Leader	150
ii)	Geologist	120
iii)	Environmental Specialist.	60
iv)	Design Specialist Civil.	90
v)	Design Specialists Electrical & Mechanical	90
vi)	Design Architectural Specialist.	90

SUPPLEMENTARY INFORMATION FOR CONSULTANTS

Proposals:

1. Proposals should be include the following information:-

Technical & Financial Proposals should be submitted separately in sealed covers.

a) **Technical Proposals**

- i) General information about the Consulting Engineering Firm in the format given as Annexure-A.
- ii) An outline of experience on assignment/ projects similar nature executed during last 5 to 10 years in the format given attached as Annexure-B.
- iii) Summary list of project handle by the Firm in the form attached as Annexure-C.
- iv) Curriculum Vitae of proposed experts in the form attaché as Annexure-D.
- v) Any comments or suggestion of the consultant on the Terms of Reference (TOR).
- vi) A description of the manner in which Consultant would plan for Consulting Services in question. Work Plan, time schedule & Approach & methodology proposed for conducting the required services.

b) **Financial Proposal**

- i) The financial proposals should be sealed in separate envelope.
- ii) Ambiguous & conditional financial proposal shall be rejected and shall not be considered for comparison with other bids. The Firm should quote a lump sum amount for completion of the assignment. General rates, in the form of percentages are not being acceptable. The Firm should give their total bid price in Pak-rupees, payable on lump sum basis.
- iii)

2. **Contract Negotiations**

Negotiation will be carried out with the top ranked Firm.

The aim of negotiation is to reach an agreement on all points with the Consultant and initiate a contract on the conclusion of negotiation. Negotiations commence with a discussion of Consultants proposal, the proposed work plan, and any suggestion to improve the Terms of Reference (TORS).

GENERAL INFORMATION FORM

1. Name of consultant [Lead partner if association]
 - Address
 - Telephone No(s)
 - Fax Number

- E-mail Address
 - Registration No. With PEC along with Registered Office Address.
2. Description of consulting firm (ownership/organization)
 3. Experience (Number of years)
 - Local/national
 - International
 - Regional (within the country-details)
 4. Name(s) and Address(es) of Associates, if a *IV*; their short description and description of their role in the JV/Association.
 5. Experience of the Consultants (on appended forms) during the past 10 years:
 - Specific (3-5 Projects of similar magnitude and complexity)
 - General (10-20 Projects)
(in all Fields but not completely relevant)
 6. Organization chart showing consultant's structure.

EXPERIENCE OF Firm/ CONSULTANT

Relevant services carried out in the Last 7-10 years that best illustrate qualification.

[NAME OF THE FIRM/CONSULTANT] :

1. Name of Assignment :
2. Country :
3. Name of Client :
4. Address :
5. Start Date : Month/year
6. Completion Date : Month/year
7. Professional Staff Provided :
8. No. of Staff :
9. No. of Staff Months :
10. Approx: Value of Services :
11. Name of Other JV Firms :
(If any) :
12. No. of Staff/Staff Months :
Provided by the JV partner(s): :
13. Name/Position of Key Staff :
14. Description of Project :
15. Description of Services :
Provided by the Firm

(NAME OF THE PROJECT)
SUMMARY LIST OF PROJECTS HANDLED BY THE FIRM

Annexure –“C”

S. #	Name of the project	Location province/ county	Client	Cost of the project	Implementation star completion	Handled as - Single firm/: S - Lead firm/: L - Joint venture: J Partner	Total cost of services	Cost of services provided by the firm	Scope of Service - Feasibility: F - Survey & investigation: S - Quality control: Q - Project Monitoring: M - O&M :O - Design: D - Procurement: P - Construction Supervision: C	Scope of project components/ volume of work etc.

Annexure-D**FORMAT OF CURRICULUM VITAE OF PROPOSED EXPERTS**

1. Name of the Firm :
2. Name of Nominee :
3. Date of Birth :
4. Years with the Firm :
5. Nationality :
6. PEC Registration! Membership No :
7. Key Qualifications: (Provide an outline of the nominee's experience)
8. Academic Qualification:
9. Employment Record:
10. Languages and Degree of Proficiency: (In speaking, reading and writing as Excellent-Good -Fair –Poor)
11. Certification: I, the undersigned, certify that, to the best of my knowledge and belief, these bio-data correctly describes my-self, my qualifications and my experience.

SIGNATURE:

Dated

Name and designation

SCHEDULE OF COST (To be attached with the financial proposal)

Name of Project: **Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region)**

Name of work: Consultancy Service for **Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region)** including; investigation of underground soil, preparation of detailed Architectural, Structural, Electrical and Plumbing working drawing/designs, Master Plan, Landscaping of 60-Kanal Land, layout plan, technical specifications, detailed bill of quantities (BoQs), detailed estimates, bidding documents, furniture & fixture layout plans, etc. & obtain approval from the competent authorities of the Client.

S. No	PARTICULARS OF SERVICES	AMOUNT
1.	Consultancy Service for <u>Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region)</u> including; investigation of underground soil, preparation of detailed Architectural, Structural, Electrical and Plumbing working drawing/designs, Master Plan, Landscaping of 60-Kanal Land, external water supply, layout plan, technical specifications, detailed bill of quantities (BoQs), detailed estimates, bidding documents, furniture & fixture layout plans, etc. & obtain approval from the competent authorities of the Clients.	Rs:
	Total	Rs: (M)

MODE OF PAYMENT

Payment shall be made in local currency i.e. Pak. rupees. The terms of payment shall be as under:

1)	Submission of Topographic survey & mapping of the project site and submission of geo-technical investigation reports. (5-copies)	10%
2)	Submission of preliminary architectural drawings/designs for discussion of technical Committee. (5-No)	10%
3)	Submission of final Arch. Structural, Electrical and plumbing drawings. (5-No)	20%
4)	Submission of 2D&3D views of the project (5-No)	05%
5)	Submission of detail bill of quantities (BoQs) estimates along with Bidding documents for construction of all type of building. (20-No)	20%
6)	Submission of drawings with feasible sizes, type and specification of furniture with separate detail estimates and bidding documents, for purchase of furniture. (20 copies)	10%
7)	Submission of detail layout & construction drawings of laboratory equipments, size and type & specification of machines, detailed estimates with separate bidding documents for purchase of lab. Equipment (10-copies)	10%
8)	Completion & submission of all above drawings & reports in book-form including additions, alteration & omission required by the employer. (5-copy)	15%
G. Total (1 to 7) Rs: (Million)		100%

Note: - I) after signing the contract agreement and on production of equivalent Bank-guarantee from any schedule bank, 20% of total contract price shall be paid by the employer to the Firm/Consultants as advance mobilization. Such advance amounts shall be deducted from the running bills.

ii) 10% of each payment will be deducted from all bills and released after approval of the sub-assignment from the concerned Forum.

**Project Director
Establishment of Polytechnic Institute for
Boys at Skardu (Baltistan Region)**

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the..... day of 2013, between, on the one hand the Project Director, **Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region), GB, Department of Education Gilgit-Baltistan, Gilgit** (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand ,M/S..... (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-1: Description of the Services/ ToR
 - Appendix B-1: Reporting Requirements
 - Appendix C-1: Key Personnel and Sub consultants
 - Appendix D-1: Breakdown of Contract Price in Foreign Currency
 - Appendix E-1: Breakdown of Contract Price in Local Currency
 - Appendix F-1: Work schedule/ plan
 - Appendix G-1: Technical proposal
 - Appendix H-1: Financial proposal
2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
 - (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of
Education Department Gilgit
Baltistan Gilgit

Witness

Name _____

Title _____

Signatures _____
(Signature)

Name _____

Title _____

(Seal)

For and on behalf of
Consulting Firm

Witness

Signatures _____

Name _____

Title _____

Signatures _____

Name _____

Title _____

Counter Signature

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

1.3 Language

This Contract has been executed in the English language that 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 Authorized 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 Authorized 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 Authorized Representatives

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

1.7 Taxes and Duties

Unless specified in the SC, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the

Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1.8 Leader of Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

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

2.7 Force Majeure

2.7.1 Definition

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

2.7.2 No Breach of Contract

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

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.9 Termination

2.9.1 By the Client

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

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

- (e) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) if the Client, in its sole discretion, decides to terminate this Contract.

2.9.2 By the Consultants

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

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

2.9.3 Cessation of Services

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

2.9.4 Payment upon Termination

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

- (a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;

- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

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

2.9.5 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants 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 Sub-consultants, and agents of either of them similarly shall not receive any such additional remuneration.

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

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

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

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

3.5 Other Insurance to be taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as are specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.6 Consultants' Actions Requiring Client's Prior Approval

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

- (a) Appointing such Personnel as are listed in Appendix-C merely by title but not by name;

- (b) Entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub-consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultants and its Personnel pursuant to this Contract;
- (c) Any other action that may be specified in the SC.

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

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

3.10 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

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

4.2 Removals and/or Replacement of Personnel

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

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

- (a) Provide at no cost to the Consultants, Sub-consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants 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 organizations. Such items unless paid for by the Consultants without reimbursement by the

Client, shall be returned by the Consultants upon completion of the Services under this Contact;

- (c) issue to officials, agents and representatives of the concerned organizations, 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, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

5.1.2 Co-ordination

The Client shall:

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

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Changes in the Applicable Law

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

5.4 Services and Facilities

The Client shall make available to the Consultants, Sub-consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property

shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

5.5 Payments

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

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

fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

6.5 Delayed Payments

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

6.6 Additional Services

Additional Services means:

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

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

6.7 Consultants' Entitlement to Suspend Services

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

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made there under and any statutory modifications thereto.

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

8. INTEGRITY PACT

8.1 If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) Recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) Terminate the Contract; and
- (c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

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

III. SPECIAL CONDITIONS OF CONTRACT

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

1.1 Definitions

"Project" means; Consultancy Service for **Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region)** including; investigation of underground soil, preparation of detailed Architectural, Structural, Electrical and Plumbing working drawing/designs, Master Plan, Landscaping of 60-Kanal Land, external water supply, layout plan, technical specifications, detailed bill of quantities (BoQs), detailed estimates, bidding documents, furniture & fixture layout plans, etc. & obtain approval from the competent authorities of the Employer.

1.6 Authorized Representatives

The Authorized Representatives are the following:

For the Client:

Project Director, Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region) Education Department GB, Directorate of Education Gilgit.

Telephone	:	+92 (05811)-960424
Facsimile	:	+92 (05811)-960290
Cell No.	:	0346-848-7799
E.Mail	:	shafaaliengr@gmail.com

For the Consultants:

.....

1.7 Taxes and Duties

The consultants as per rules shall pay taxes and duties.

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when both the Parties sign the Contract and the Consultants receive the amount of advance payment due upon signing of the Contract.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be 30-days, or such other period as the Parties may agree in writing.

2.3 Commencement of Services

The Consultants shall commence the Services within twenty-one (21) 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 180-days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before January-2019.

"Completion of Services" means; complete all the tasks assigned to the Consultants described under detailed Terms of References (ToR), attached as Annex-A with in the period stated in SC 2.4 above.

2.5 Insurance to be taken out by the Consultants

The risks and the coverage's shall be as follows:

- Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

2.6 Consultants' Actions Requiring Client's Prior Approval

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

- i) Issuing Variations Orders in respect of:
 - Additional items of Works as determined by the Engineer to be necessary for the execution of Works.
 - Any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
 - Any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
 - Adverse Physical Conditions and Artificial Obstructions
 - Suspension of Works
 - Bonus and Liquidated Damages

- Certificate of Completion of Works
 - Defects Liability Certificate
 - Forfeiture
 - Special Risks
 - Frustration
- vi) Final Measurement Statement
- vii) Release of Retention Money
- viii) Any change in the ratios of various currencies of payment.

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

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

5.1.1 Assistance

- (a) The Client shall make available within 14-days from the Commencement Date, the documents namely; reports published/ unpublished, GT sheets/ maps, study reports and any other directly or indirectly information related to the project.

This list if warranted shall be supplemented subsequently.

- (b) Other assistance and exemptions to be provided by the Client are; any approval required for performance of the services and provides educational data available with the Department of Education.

5.1.2 Coordination

- (a) The departments and agencies include all related agencies entrusted or to be entrusted the implementation/ execution of the project.

5.1.3 Approvals

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

6.1 Lump Sum Remuneration

- (a) Subject to the ceiling specified in Clause 6.1 (a) hereof, the client shall pay to the Consultants; (i) remuneration as set forth in Clause 6.2 (b); and (ii) reimbursable direct costs expenditure as set forth in Clause 6.2 (c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
- (b) Remuneration for the Personnel shall be determined on the basis of time actually spent by such personal in the performance of the service after the date determine in accordance with Clause SC 2.3 (including time for necessary travel via the most

direct route) at the rates referred to, and subject to such additional provision as set forth in the SC.

- (c) Reimbursable direct costs (non-salary costs) actually and reasonably incurred by the consultant in the performance of the services. The reimbursable direct costs expenditure shall be for the items specified in the SC.

6.2 Contract Price

- (a) The net-amount in local currency is Pakistani Rupees million.
- (b) The break up of local currencies shall be as under:
(A lump sum amount in local currencies shall be paid for completion of the assignment mentioned in the detailed Terms of Reference specified by the employer.)

6.3 Terms and Conditions of Payment

For Planning and Design

A lump sum amount in local currencies against preparation of Feasibility Study, Planning and Design referred under SC 6.2 shall be paid to the Consultants for the Services to be completed within the period specified in SC 2.4.

Payment shall be made in local currency i.e. rupees. The terms of payment shall be as under:

- | | | |
|----|--|-----|
| 1) | Submission of Topographic survey & mapping of the project site and submission of geo-technical investigation reports. (5-copies) | 10% |
| 2) | Submission of preliminary architectural drawings/designs for discussion of technical Committee. (5-No) | 10% |
| 3) | Submission of final Arch. Structural, Electrical and plumbing drawings. (5-No) | 20% |
| 4) | Submission of 2D&3D views. (5-No) | 05% |
| 5) | Submission of detail bill of quantities (BoQs) estimates along with Bidding documents for construction of all type of building. (15-No) | 20% |
| 6) | Submission of drawings with feasible sizes, type and specification of furniture with separate detail estimates and bidding documents, for purchase of furniture. (15 copies) | 10% |
| 7) | Submission of detail layout & construction drawings of laboratory equipments, size and type & specification of machines, detailed estimates with separate bidding documents for purchase of lab. Equipment (10-copies) | 10% |

- 8) Completion & submission of all above drawings & reports in book-form including additions, alteration & omission required by the employer. (5-copy) 15%

G. Total (1 to 7) Rs: (Million) 100%

Note: - I) after signing the contract agreement and on production of equivalent Bank-guarantee from any schedule bank, 10% of total contract price shall be paid by the employer to the Firm/Consultants as advance mobilization. Such advance amounts shall be deducted by the client from the running bills.

- ii) 10% of each payment will be deducted from all bills and released after approval of the sub-assignment from the concerned Forum.

6.4 Period of Payment

- (a) The time period for advance payment shall be 30-days after signing of Contract Agreement by both the Parties.

6.5 Delayed Payments

Financing charges are as under:

- (i) for local currency = eight percent (8%) per annum.

IV APPENDICES

Appendix: A-1

**Terms of Reference
(Already provided)**

Appendix: B-1**Reporting Requirements**

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports:

1. **OBJECTIVE:**

Education Department Gilgit Baltistan, Gilgit intends to engage the Engineering Services of competent Consulting Firms to prepare detailed engineering drawing, detailed estimates, BoQs, specifications and bidding documents etc. for **Establishment of Polytechnic Institute for Boys at Skardu (Baltistan Region) Gilgit-Baltistan**. The consultants shall undertake following activities/ assignments.

- 1) Submission of Topographic survey & mapping of the project site and submission of geo-technical & geo-technical investigation reports (5-copies)
- 2) Submission of preliminary architectural drawings/designs for discussion of technical Committee (5No)
- 3) Submission of final Arch. Structural, Electrical and plumbing drawings.
- 4) Submission of detail bill of quantities (BoQs) estimates along with Bidding documents for construction of all type of building. (15 copies)
- 5) Submission of drawings feasible size, type and Specification of furniture with separate detail estimates and bidding documents, for purchase of furniture.(10 copies)
- 6) Submission of detail layout & construction drawings of laboratory equipments, size and type & specification of machines, detailed estimates with separate bidding documents.(10 copies)
- 7) Completion & submission of all above drawings & reports in book-form including additions, alteration & omission required by the employer (05-copy)

Appendix: C-1**Key Personnel and Sub consultants**

[List under: C-1 Title [and names, if already available], activities of job descriptions of key Personnel to be assigned to work and staff-months for each.

Appendix D-1**Breakdown of Contract Price in Foreign Currency**

[List here the elements of cost used to arrive at the breakdown of the Contract Price-foreign currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure.
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2)

Note:

This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]

Not applicable

Appendix: E-1

Already Provided.

Appendix: G-1

Technical proposal
(Will be provided by the Consulting/ Firm)

Appendix H-1

Financial proposal
(Will be provided by the consultants)