

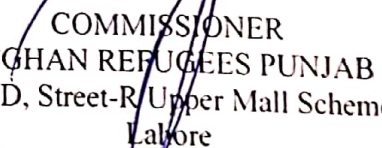
MINISTRY OF STATES & FRONTIER REGIONS DIVISION
GOVERNMENT OF PAKISTAN
COMMISSIONER AFGHAN REFUGEES PUNJAB LAHORE

TENDER NOTICE FOR CONSULTANCY SERVICES
(MONITORING & SUPERVISION)

1. Commissioner Afghan Refugees Punjab, Lahore Invites the sealed proposals on percentage above / below rate from well reputed Consultant Firms registered with Pakistan Engineering Council in relevant category with proven experience record and have sufficient resources to complete the job. The procurement is done according to the PPRA Rule 38 i.e. single state single envelope bidding process.

S.#	Name of Project	Project Cost	Estimated Amount
1	Construction of 08-Class Rooms and 01-Staff Room, washrooms and allied works at Girls High School No.02 at Afghan Refugees Camp, Kot Chandna, Kalabagh Mianwali.	28.180	2.5% of Project Cost

- i. Complete Set of Request for Proposal (RFP) containing complete information and terms of reference (TOR) can be obtained from Office of the Commissioner Afghan Refugees Punjab, Lahore 203-D, Street-R Upper Mall Scheme Lahore. On payment of Rs.2000/- (Two Thousands) Non Refundable during office hours till 19.11.2020 on production of following documents. Tender / bidding document can also be down-loaded from PPRA & CAR Punjab website. In case of downloading the participant firm will make payment of Rs.2,000/= as tender document fee at the time of submission of bids.
- ii. Written request on company's letter head.
- iii. Valid Pakistan Engineering Council Certificate up to 2021.
- iv. Certificate from Registrar of the firms.
- v. NTN Certificate.
- vi. GST Certificate.
- vii. PRA certificate
- viii. Professional Tax Clearance Certificate
- ix. Active tax payer certificate.
- x. Registered Power of Attorney / Partnership deed from the owner of the firm in case tender is issued other than company owner.
- xi. CNIC copy of the owner of the firm.
1. Sealed bid prepared according to the instruction mentioned in the tender documents must reach the office of the under signed on 19.11.2020 till 9.30 am which will be opened at 10.30 am in the presence of bidder or their authorized representatives.
2. Commissioner Afghan Refugees Punjab reserves the right to accept or reject any bid prior to acceptance as per PPRA Rule 35.


COMMISSIONER
AFGHAN REFUGEES PUNJAB
203-D, Street-R Upper Mall Scheme
Lahore

**TENDER DOCUMENT
CONSULTANCY SERVICES
(MONITORING & SUPERVISION)**

**Construction of 08-Class Rooms, 01-Staff Room, Washrooms and
allied works at Girls High School No. 2,
Afghan Refugees Camp Kot Chandna, Tehsil Isakhel, District
Mianwali**

**COMMISSIONERATE FOR AFGHAN REFUGEES
PUNJAB, 203-D, R-STREET, UPPER MALL SCHEME
LAHORE**

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CONSULTANCY SERVICES (Monitoring & Supervision)

1. ARTICLE 1: THE PROJECT

The Project for which Services are required to be performed under this Agreement is described in the attached Appendix A.

2. ARTICLE 2: SCOPE OF SERVICES

The scope of consultancy and other professional services (herein referred to as "Services") to be performed by the Consultant for the Project are described in the attached Appendix A.

3. ARTICLE 3: TIME SCHEDULE

3.1 Effective Date of Commencement

Effective Date of Commencement of Services shall be as defined in the attached Appendix-B.

3.2 Time Schedule of Services

The time schedule of Services is given in the attached Appendix B.

3.3 Extension of Time

Extension of Time for completion of Services and the terms and conditions thereof shall be mutually agreed between the Client and the Consultant as and when required.

4. ARTICLE 4: BOQ

S.No.	Name of Project	Project Cost	Estimated Amount	Rate quoted by Consultant
1.	Construction of 08-Class rooms and 01-staff room and allied works at Girls High School No.2 at Afghan Refugees Camp Kot Chandna Mianwali	Pak Rs.28.180 million	2.5% of project cost	Rs.
Amount of Consultancy				Rs.

5. ARTICLE 5: MODE OF OPERATION

5.1 Obligation of the Consultant

- The Consultant shall perform Services as an independent consultant in accordance with recognized international and national standards, applicable building laws and regulations.
- The supervision consultant shall ensure provided engineering expert service/advise in consultation with the client and the design consultant for the construction and post-construction phase of the project.
- The supervision consultant shall mitigate/resolve probable technical problems/deadlocks associated with the project and hence accelerate project execution.
- The supervision consultant shall ensure technically sound project implementation and contract administration.
- The Consultant shall appoint a Project Manager (professional engineer licensed by PEC) who will represent the Consultant for purposes of this Agreement and shall be responsible for the administration of the Agreement including performance of Services there-under. He shall remain in contact with the representative of the Client to keep him fully informed on all matters relating to the provision of Services by the Consultant.
- The Consultant shall carry out the Services with due diligence and efficiency and in conformity with sound engineering practices ensure the suitability/accuracy of design, quality construction and transparent project execution.
- The Consultant shall have prime duty to supervise the work executed at site under strict supervision and ensure the quality of work.
- The Consultant shall act at all times so as to protect the interests of the Client and shall take all reasonable steps to keep all expenses to a minimum consistent with sound economic and engineering practices.
- The Consultant shall have the responsibility to check and verify the work done of the contractor and approve the bills of contractor for payment by the client.
- The supervision consultant shall provide support for project management services, including risk management, cost control, scheduling, monitoring and reporting
- Except with the prior written approval of the Client, the Consultant shall not assign or transfer the Agreement for Services or any part

thereof nor engage any other independent consultant or sub-contractor to perform any part of the Services.

- The Consultant agrees that no proprietary and confidential information received by the Consultant from the Client shall be disclosed to a third party unless the Consultant receives a written permission from the Client to do so.

5.3 Obligations of the Client

The Client shall provide to the Consultant:

- All necessary data/documents/reports, as listed in Appendix A, that may be required by the Consultant for performing the Services within the Time Schedule given in Appendix B.
- The Client shall designate a person to act as its representative on all matters pertaining to this Agreement and to fully cooperate with the Project Manager of the Consultant.
- The Client shall take all necessary measures to make timely payments to the Consultant as stipulated in Article 5, hereof.

6. ARTICLE 6: REPORTING

The supervision consultant shall prepare official reports duly signed by the Project Manager and submit to the CAR Punjab Engineer and the Commissioner Afghan Refugee Punjab.

S#	Description	Copies	Due Date
1	Weekly Progress report	1 hard 1 soft	Every Friday before COB
2	Monthly	1 hard 1 soft	Every 30th of month before COB
3	Final report with all required documentation including test reports, variation orders, change of designs with approval and etc.	2 hard copies and 1 soft	15 days after the completion of the project, which could maximum be extended by 01 more month in order to complete verification of all measurement and bills, provision of laboratory test report, pictures of all construction stages, as-built drawings, file of all previous reports submitted, and other related necessary documentation that may be required by the client.

7. ARTICLE 7: REMUNERATION FOR SERVICES AND SCHEDULE OF PAYMENT

The remuneration for Services rendered by the Consultant and the mode of payment shall be as described in the attached Appendix-C.

8. ARTICLE 8: ADDITIONAL SERVICES

The Client may ask the Consultant to perform Additional Services during the currency of this Agreement. Such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultant shall submit an estimate of the additional time (if any) and the additional remunerations for such Additional Services which shall be approved in writing by the Client before the commencement of the Additional Services.

9. ARTICLE 9: TERMINATION

9.1 End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and the payment of remunerations have been made.

9.2 Termination by the Client

The Client may, by a written notice of thirty (30) days to the Consultant, terminate this Agreement. All accounts between the Client and the Consultant shall be settled not later than sixty (60) days of the date of such termination.

9.3 Termination by the Consultant

The Consultant may suspend the Agreement by a written notice of thirty (30) days only if the Consultant does not receive payments due under this Agreement within sixty (60) days of submission of its invoice. If the payment is still not made to the Consultant after sixty (60) days of notice of suspension, the Consultant may terminate this Agreement in whole or in part by giving thirty (30) days advance notice of intent to terminate. If the Agreement is terminated by the Consultant under such circumstances, the Client shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the Consultant.

10. ARTICLE 10: FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lockdown or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure or the laws or regulations of Pakistan to meet any of its obligations under the Agreement, and if

such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

11. ARTICLE 10: RESOLUTION OF DISPUTES

Any dispute or difference arising out of the Agreement which cannot be amicably settled between the Parties, shall be finally settled under the provisions of the Arbitration Act, 1940 (Act No. X of 1940) and Rules made thereunder as amended from time to time. The venue of arbitration shall be in Pakistan. The Arbitrator will be appointed / nominated mutually by the both parties.

12. ARTICLE 11: APPLICABLE LAWS

The contract shall be interpreted in accordance with laws of Islamic Republic of Pakistan.

13. ARTICLE 12: CONTRACT AMENDMENT

No variation in or modifications to the terms of the Agreement shall be made, except by a written amendment signed by the Parties hereto.

14. ARTICLE 13: LOCATION

The services shall be performed at Afghan Refugees Camp Kot Chandna District Mianwali.

15. ARTICLE 14: INSPECTION & AUDIT BY THE PROCURING AGENCY

The Service Provider / Consultant shall permit the Procuring Agency / Client to inspect tasks to be accomplished concerning performance of the Service provider by the Consultant.

16. ARTICLE 15: TAXES & DUTIES

The Service Provider / Client, Subcontractors 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.

APPENDIX A

A-1 THE PROJECT

Construction of 08-Class rooms and 01- staff room and allied works at Girls High School No. 2 at Afghan Refugees Camp KotChandna Mianwali

A-2 SCOPE OF SERVICES

The Supervision Consultant, under the contract, will supervise construction of the project components; monitor construction methods and quality control; certify that the quality of works conforms to the specifications, norms, standards and drawings; assess the adequacy of the contractor's input materials, labour, equipment, and construction methods; resolution of contractual issues, furnish all revisions and detailed drawings as necessary during the continuance of the contract; examine the contractor's claims for variations/extension, additional compensation, etc., and prepare recommendation for approval by the client (i.e. CAR Punjab); Record the work measurement, certify the contractor's claim; assist Implementing Agency/Contractor in contract monitoring and preparing the "as built" drawings in consultation with the implementer/contractor for issuance of work completion certificate to the contractor. Responsibilities of Supervision Consultant under this heading includes, but not necessarily limited to following:

- i. Scrutinize and approve the contractor's detailed work program including contractor's resource planning;
- ii. Scrutinize and approve construction methods proposed by contractor, modify as necessary and monitor environmental and social safeguard requirements;
- iii. Supervise, Monitor, Inspect, measure, record, test and verify the execution of work on behalf of the client i.e. Commissionerate Afghan Refugees Punjab.
- iv. Supervise and monitor construction of all project components, modify and issue construction drawings with sufficient details to permit contractors to carry out construction work effectively and unambiguously and with highest standards of quality;
- v. Assess and enforce, as per standard Construction Management System, the adequacy of contractors' inputs in terms of materials, equipment, construction machinery, workers, funds, and construction approach and methodologies;
- v. Measure the execution of work on daily and regular basis and inform the client accordingly and assist on variation, if any.
- vi. Check the quality of material to be used in the execution of work and approve the Method Statement for activities.
- vii. Conduct necessary field and laboratory testing for the execution of works required to ensure quality of work.
- viii. Change / alter / substitute any item of work from the BOQ as per site requirement and conditions with the prior permission of the client.

- ix. Issue variation orders to the contractor; check measurements for works completed and in-progress and verify bills for payments to the contractors;
- x. Check line level, layout of construction to ensure conformity with the contract, propose any change in the plans, if required;
- xi. Monitor the daily, weekly and monthly progress of the work and implement the approved work schedule of the project;
- xii. Consultant is also required to blow whistle on any lag in the timeline of the project.
- xiii. Interpret the technical specifications, where required;
- xiv. Supervise all aspects of construction work including periodical inspection of contractor's machinery and equipment;
- xv. Review and examine the process of passing of contractors' bills and payments to contractors with special emphasis on minimizing the time taken in submission of a bill by the contractor and payment received by the contractor against such a bill;
- xvi. Monitor mobilization and progress of work;
- xvii. Take necessary precautionary measures for health and safety of the labour, manpower and equipment of contractor and other staff.
- xviii. Maintain detailed records of measurement of the completed works, correspondence, detailed diaries, photographs, daily site records submitted by the contractor on ambient conditions and contractor's resources at the site and their use including other documents concerning relevant events and activities;
- xix. Actual measurement verification to verify quantities in bill/invoice within 7 days of submission of invoice
- xx. Approve interim certificates for progress payments and verify the quantities for such certificates and recommend for payment to the client;
- xxi. Assess and make recommendations to the client on the contractor's claim for additional payment, extension of time and any other matters related to contract administration;
- xxii. Consultant shall prepare the Punchlist, Sang list, finalize variation orders, check final bills and successful completion of the project without delay.
- xxiii. Certify completion of part or all the works and issue the Taking Over Certificate;
- xxiv. Check and certify 'as-built' drawings for the works prepared by the contractors at the end of assignment;
- xxv. Prepare weekly and monthly progress reports, and final project completion report within one month of the completion of the services;
- xxvi. At the completion of the works, assist the client in preparing a consolidated Project Completion Report;
- xxvii. Finally the Consultant shall facilitate in ceremonizing the successful handing over of the project.

A-3 DATA/DOCUMENTS/REPORTS

The data, documents and reports which are to be provided by the Client and will be required by the Consultant for performing the Services.

APPENDIX B

TIME SCHEDULE

B-1 Effective Date of Commencement of Services.

The day agreement is signed.

B-2 Time Schedule of Services

As per Contract Agreement. However, project time is 5-months and services of the Consultant for monitoring and supervision is linked with completion of the project(maximum by 5.5 -months i.e. 15 days after the completion of the project, which could maximum be extended by 01 more month in order to complete verification of all measurement and bills, provision of laboratory test report, pictures of all construction stages, as-built drawings, file of all previous reports submitted, and other related necessary documentation that may be required by the client. Further, the Consultant would be responsible to submit final comprehensive completion report after accomplishment of all tasks related to this Construction project of building of Girls High School No.2 at Kot Chandna, District Mianwali.

APPENDIX C

REMUNERATION FOR SERVICES

&

SCHEDULE OF PAYMENT

(With reference to Article 5)

Payment to the Consultant is linked to the Contractor's bill to be submitted every month. For example if Contractor submits a bill of Rs.3-million, the quoted percentage rate of Consultant will be paid accordingly.