

Terms of Reference

TOR

Capital Development Authority wants to undertake construction of the project "Wellness Complex at Ministers' Enclave, Islamabad". The consultants are required to perform the following minimum services during various phases of the project to ensure timely and successful completion of assigned task: -

1. Design Phase

- a) Finalization of locations of different buildings and other facilities proposed by the Client as part of this bidding document.
- b) Detailed planning of the sites in relation Construction of Wellness Complex at Ministers' Enclave, Islamabad. The planning parameters should also include the parking requirements, underground tanks, overhead tanks, roads/walkways, HVAC, CCTV, security surveillance system, fire alarming system, tube well design and any other component required for the project etc.
- c) Consultant will also provide sewerage disposal mechanism for the project.
- d) Detailed Architectural, Structural, pavement, services, electrical, MEP, and mechanical design associated with the proposed Project.
- e) The consultants are expected to plan and design at least Two (02) conceptual designs of project with varying dimensions considering the space and requirements connecting to other buildings.
- f) The consultants are advised to plan and design for Construction of Wellness Complex at Ministers' Enclave, Islamabad.
- g) The architectural design of these facilities shall be approved by the Client prior to start of the structural design.
- h) Entire Geo-Technical investigation of the Project sites shall be conducted by the consultants and is deemed to be included in the bid price of design phase.
- i) The complete interior and furnishing design of the buildings is the integral part of this work scope.
- j) Design of drainage system as per the requirement of the project.
- k) Design of protection works if any as per the requirement of the project. Infrastructure, security lighting system and other E&M works at the Project as per the requirement of the project.
- l) Preparation of detailed design book with load requirement sheets for submission to the IESCO authorities.
- m) Detailed design of ancillary works including but not limited to signage, lane marking and pavement studs.
- n) Any other design services associated with the project not specifically mentioned here-in above.
- o) Submission of PC-I/ revised PC-I for approval of the competent forum along with other submittal requirements, if required.
- p) The design shall be based on survey, geo-technical investigations, topographic survey and laboratory testing information regarding existing services and re-routing thereof etc. The consultant shall engage specialized firms with prior approval of the clients for carrying out these tests at possible required sites and structures. The cost of traffic survey, boring works, topographic survey work, laboratory testing etc shall be borne by the consultant and they must include it in the cost of design phase.

- q) The Consultant shall also prepare detailed specifications for the execution of the projects clearly out-lining the materials to be incorporated which are readily available in Pakistani market whether imported or local and has satisfactory documented performance record.
- r) In order to meet the project timelines, the client may split the work into various construction packages, for which nothing extra shall be paid to the Consultant.
- s) The consultant shall certify that the designs are structurally sound and all incorporated design parameters are as per applicable codal provisions/standards bearing latest supplements. The responsibility for safe, correct, optimal and economical design rests with the consultant and approval accorded by the client shall not relieve the consultant of his responsibilities under the contract.
- t) The consultant shall certify that the designs are economical and in no case the cost is going to exceed beyond the permissible limit of 15% due to variations in the items/quantities etc. taken in the B.O.Q., prepared by the Consultants.
- u) The consultant shall work out the quantities accurately from the construction detailed drawings and certify their correctness and shall prepare BOQ/estimate on the basis of latest MRS Punjab schedule for building works and for infrastructure NHA CSR-2022 (Rawalpindi), and the current market rates of the materials, labor etc for non-scheduled items, duly authenticated with the detailed analysis of the rates.
- v) The consultant shall certify that all works, details etc. described in the specifications, drawings and BOQ correlate to each other absolutely correctly and in no case shall cause complications/variations.
- w) Within seven (07) days from the award of the consultancy work, the consultant shall establish his complete design office in Islamabad. The consultant shall also arrange and maintain his own transport for this project during the design phase. The cost of this aspect is deemed to be included in the bid price.
- x) When approached in his office in the Islamabad either in person or through correspondence, the consultant shall be available to the client or his authorized representatives for explaining any provision of design/documents/specifications etc. during the pre-construction and construction phase of the project at no additional cost to the client.
- y) The consultant shall indemnify the client against all losses, which the client may have to incur due to any incorrect design or from non-availability of prompt decisions on issues raised by the client/contractor(s).
- z) All design, documents etc. provided by the consultant shall be the property of the client and no copy thereof shall be provided by the consultant to any third party or provision thus made in any other project without the prior written permission of the client.
- aa) The consultant is to provide complete set of design calculations/computations design drawings related to the work and required sets of tender documents.
- bb) The consultant is required to design suitable drainage system along with allied structures in accordance with the site requirements.

- cc) The consultant is required to design soft and hard landscaping within the Project in accordance with the design approved by the client.
- dd) Consultant should identify and propose relocation/protection of utility and service lines as per necessary site conditions and after consultation and in coordination with the concerned line agencies. Relocation/protection, wherever required shall be designed by the consultant besides coordination of approval from concerned Agencies.
- ee) The consultant shall maintain close liaison with the client and with services Authorities and other organizations concerned at all stage of the design work.
- ff) The consultant shall be responsible for obtaining all required approvals and exact estimates for relocation of service from concerned line agencies.
- gg) Any map/drawing/Aerial photographs/images, required for the purpose of the design shall be obtain by the consultant from the Authorities concerned at his own cost. However, the client shall provide letter of authorization to obtain the same, if required.

Design Standards.

The detailed engineering design of the project will be prepared by consultant. Design standards and policies shall be adopted keeping in view the prevalent practice in line with the applicable local and international codes and standards.

After the successful delivery of the required design submittals, the Consultants shall prepare detailed specifications, cost estimates and bidding documents for approval of the Client.

The consultants shall evaluate the bids in respect of the above-mentioned works and submit the detailed bid evaluation report to the Client.

Time of Start

The Consultants shall commence the services within Seven (07) days after the issuance of Letter of Acceptance (LOA) or signing of the Contract Agreement, whichever is earlier.

Terms of Reference

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Capital Development Authority wants to undertake construction of the project. The consultants are required to perform the following minimum services during Supervision phases of the project to ensure timely and successful completion of assigned task: -

SUPERVISION PHASE

The Consultant shall provide the under mentioned services during the Construction supervision phase. It is his duty to include all the services required for him/his staff for successful completion of the project by providing additional services, as he may consider appropriate at no additional cost to the Client. The cost of such additional services shall be deemed to be included in the bid price quoted fees for the resident construction supervision phase.

Responsibility of supervision shall rest with the Consultants who shall issue instructions in writing to the contractor from time to time for the execution of Works as per standards and specifications. As per Contract, Consultants shall carry out a revision in the plans and specifications, as required, and prepare all change orders instantly thereto and shall further assist the Client in negotiations necessary for execution of the changes. Only such revisions shall be encouraged which result in improved project performance.

The Consultant shall check in detail, overall quality of the work at the time of handing over of the project to the Client & subsequently at end of defect liability period and shall certify/issue satisfactory report to the Client:

- a. The Consultant shall ensure that all CDA By laws as well as local and international standards applicable to the Works are followed. The Consultants shall issue necessary instructions to this effect to the Contractor on behalf of the Client.
- b. Validation of joint topographic Surveys with the contractor and validation of geo-technical investigations, where carried out by the Contractor.
- c. To take action so that the Contractor(s) fulfill their obligations as per the contract agreement generally and particularly in respect of proper implementation of time schedule agreed upon between the Client, Consultant and Contractor(s).
- d. To certify the bills of the Contractor(s) and to certify in writing to the effect that the work done for which payment is being made is in accordance with drawings, design and specifications and that the works have been actually executed.
- e. To evaluate variations resulting from revised requirements / designs, adjustments, substitutions of materials etc. and issue formal variations orders after approval of the Engineer to the Contractor(s) with a copy to the Client as per approved provisions of contract documents. No varied/additional work will be under taken till such time the variation order is approved by the Engineer.
- f. To scrutinize the Contractor's claims, if any, under the relevant provisions of the Construction Contract and give their recommendations to the Client with all supporting justification.
- g. Before the substantial completion certificate is issued to the Contractor(s), the project or part thereof will be inspected by the Consultant. A list Balance /defective works will be prepared by the Consultant which would be got completed/ rectified by the Contractor(s).
- h. To inspect the said project during defect liability period from the certified date of completion and get the noticed defects removed/rectified through the Contractor(s) as per provisions of the agreements.

- i. At the time of final handing/taking over of the project, as built drawings will be prepared by the contractors along with project completion report which will be reviewed and approved by the consultants to which the Project or part thereof will be taken over by the client.

The Consultant shall be fully responsible that the works are executed in accordance with the drawing, design and specifications. The Consultant shall carry out the supervision ensuring the following:

- (1) That all construction materials are properly tested in accordance with standards/specifications.
- (2) That all the construction works/activities are carried out in conformance with the final approved drawings, specifications and performance standards.
- (3) To check / correct marking on the ground of the designed components of the project.
- (4) That all the Works completed are inspected by the Engineer's representative.
- (5) That Works comply with the approved Specifications, Work Methodology, good engineering practices and in accordance with the provisions of the contract documents.
- (6) That Contractor complies with the Conditions of Contract with reference to fulfillment of all its obligations & responsibilities.
- (7) That quantity measurements and quality management are in full compliance with the stipulations of the Contract.
- (8) That the laboratory equipment of the contractor is in working condition at all times.
- (9) Ensure that necessary services are provided corresponding to the Contractor's Schedule of Work without any delays caused on the part of the Consultants.
- (10) Timely assistance and directions are provided to the Contractor in all matters relating to ground survey controls, quality control, testing and other matters relating to the performance and progress of the project.
- (11) Assure quality of the works during construction; continuously inspect the soils and materials, construction operations and the works with regard to workman ship and compliance with the specifications.
- (12) Evaluate construction materials based on the test reports provided by the Contractor, as and when asked to do and recommend the appropriateness of material to be used and further suggest measures required to be taken to manage the quality of materials.
- (13) Approval of shop drawings provided by the contractor.
- (14) Approval of all submittals and materials.
- (15) Pre-shipment inspections with CDA if any.

CHECKING AND INSPECTIONS

- (1) Assess maintain and regularly update list of Contractor's construction equipment and ensure that the same complies with the list of equipment submitted by the Contractor with his bid or as per subsequent commitments.
- (2) Jointly inspect the Works with the Client and/or the Engineer and assist in formal handing over and provide a report certifying satisfactory completion of the Works.
- (3) Inspect and evaluate all installation, equipment and other facilities of the Contractor to ensure compliance to the terms and conditions of the Contract and works under the contract.
- (4) Consultant shall ensure that necessary arrangements for inspection of sites and site facilities under special provisions of the contract have been arranged by the contractor and ensure that all relevant information is available and detailed progress report discussed before site inspections are undertaken.
- (5) Where the maintenance period of the Construction contract is completed within the period covering the Consultants Contract, the Supervisory Consultants shall support the supervision of maintenance Works. This shall be done by nominated staff of the Consultants.

- (6) Assist in early maintenance inspection of those Works completed at the end of the Supervisory Consultants assignment and assist with planning of any remedial works under his supervision after completion of the Works by remaining within the specified man months.
- (7) Ensure submission and advice on the, adequacy of the Contractors' insurance policies, performance bonds and advance payment guarantees.
- (8) Carry out continuous inspections at the locations where construction activity is in progress.

Reviews, Verification and Records

- (1) Ensure the receipt of and maintain permanent record under terms and conditions of the Contract Documents for materials including their source and equipment accepted and incorporated in the project.
- (2) Review the time program submitted by the contractor as per CPM. Maintain up-to-date progress schedules in the form of bar charts and other appropriate systems indicating the major items of work being performed according to the Work Program/Schedule approved by the Client.
- (3) Review the Contractor's proposed Work Schedule and issue acceptance or rejection of the same as the case may be.
- (4) Verify the quality of work performed by the Contractor and submit the report thereto including certificates for release or otherwise of the Performance Guarantee.

Establish

- (a) Comprehensive system of maintaining site records including site correspondence, site investigation data, survey data, inspection records, test data, site diaries, records of meetings, financial records, progress records etc.
- (b) Making Presentations on the Project during Client and other VIP Visits.

Progress and Other Reports

- (1) Report and submit Monthly Progress Reports to the Client on a standard format. The progress report format includes various chapters and contains guidelines of the contents to be included in the Monthly Progress Report, which shall be adhered to strictly.
- (2) The Consultants shall also prepare, as the part of the progress report, Monthly Contract Administration Report. A copy of Monthly Contract Administration Report shall be submitted to the Client's representative of CDA.
- (3) The Consultants shall produce, as necessary, technical reports and position papers dealing with technical matters arising during the project.
- (4) The Consultants shall prepare an Interim Completion Report for the Contract, which reach the stage of substantial completion. These reports must be submitted immediately after the "Taking Over" of the project.
- (5) In case of a technical problem in the execution, the Consultant shall hire and send Expert to the field to study and suggest remedial measures for due performance of the structure and its cost shall be deemed to have been included in his Overheads.
- (6) The Consultant shall seek the approval of independent experts enclosing his full credentials from the Client before fore mentioned study will be carried out.

Payment Certificate

- (1) Prepare monthly contract payment estimates and certifications for payment for approval of the authority including up to date cost estimates projected for construction supervision till completion of the project and contractor's program.
- (2) Verify and certify work done for each Interim Payment Certificate in the form designed by the Client as Standard and IPC Processing Performa in addition to the existing practice under the provisions of the contract.

Cooperation, Assistance and Joint Measurement

- (1) Assist Client /Engineer with interpretation of Drawing & Contract Documents more particularly with respect to any disputes with the Contract or other affected parties.
- (2) Inform Client/Engineer of problems or potential foreseen problems which may arise in connection with the construction contract and recommend appropriate solution (s) to overcome the same.
- (3) Evaluate and make recommendations for the Engineer's actions with respect to claims and disputes. The Consultant shall give necessary recommendations to the Client with detailed justification for extension of time and other changes outside the scope of work of the Contractor. The recommendations must be supported by necessary provisions of the contract and irrespective of acceptance or rejection of the Claim by Client. Further in case of extension of time clear recommendations based on the actual site conditions and unambiguous appraisal of the extension of time with further recommendations of making it conditional or otherwise must be submitted.
- (4) Respond to the requests made by the Client for application of special attention to any area/activity or in other matter, which is deemed important by the Client.
- (5) Recommend interim request and carry out joint measurements with the Contractor for preparing a payment certificate which clearly and accurately describes the work done and payments due.
- (6) Participate in accepting the completed Works and prepare a Final Report Testifying and certifying the acceptability of the completed Works.
- (7) Cooperate with the Client, the Engineer and the Contractor in the use where required or project-wide standardized or computerized methods, formats or programs of reporting physical or financial progress or forecasts.
- (8) Advise CDA on the need for effective liaison with local authorities, police, utility owners and other Public Sector organizations affected by the Works in order to minimize or avoid necessary delays or disputes. Ensure that the Contractors comply with all the necessary requirements contained in Environmental Mitigation Plan (EMP) and co-ordinate with EPA and other concerned agencies related to the implementation of the environmental mitigation measures.

iii. POST CONTRACT SERVICES FOR PROJECT CLOSE

The Consultants shall continue their contractual obligations and perform services with the minimum staff as approved by the Client on the recommendation of the Engineer after completion of the project for successful close of the project in order to finalize the accounts and other outstanding issues of the project during the post construction stage. The consultants shall manage the man months of minimum proposed staff during the project close period efficiently in such a manner so that proper inspection of the works is carried out and any defect(s) observed to be got remedied from the contractor within that period.

iv. REPLIES OF AUDIT PARAS

The Supervisory Consultants shall be responsible for providing all technical support, assistance and preparing necessary replies to the Audit Paras pertaining to the project without any time restriction such as completion of the project and without any additional remuneration to be made separately on this account.

The cooperation of the Consultants with respect to this aspect shall be adjudged for significant contribution toward his future prequalification.