

Tender # Proc/239



Tender Document

Hiring of Consultancy Services

April 2021

Last Date for Submission	May 08, 2021 @ 1:00 pm
Tender Opening Date	May 08, 2021 @ 1:30 pm

Sukkur IBA University

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**Hiring of Consulting Firm/Consultant to carry out
Techno Economic Academic Feasibility study for “Establishment of Sukkur
IBA University Campus at District Kashmore, Sindh”**

TERMS OF REFERENCE (TORs)

1. INTRODUCTION / BACKGROUND

Sukkur IBA University aims to deliver quality higher educational services to the people of Sindh by establishing its campuses in underprivileged areas of Sindh province; serving community is Sukkur IBA’s one of the most important values of Sukkur IBA’s mission. Moreover, Kashmore and its adjoining areas are completely lack in quality educational institutes, there educational condition is extremely at lower level. As there is no any institute of higher education, so Sukkur IBA University has initiated to set its campus at Kashmore for imparting a quality education to the students of that area for bringing them up to higher level where they can play their due role in development of that backward areas and over all development of the country.

The establishment Sukkur IBA University Campus at Kashmore is a vital step to bridge this gap because the purpose behind the Institute is to impart high quality education and training in the field of Management Sciences, Information Technology, Engineering, and allied disciplines.

The establishment Sukkur IBA Campus at Kashmore is a vital step to bridge this gap because the purpose behind the Institute is to impart high quality education and training in the field of Business Administration / Management Sciences, Information Technology, Engineering, and allied disciplines.

The proposal (PC-I) for establishment of Sukkur IBA University campus was placed before Government of Sindh wherein it was decided that Techno Economic/Academic feasibility study needs to be done prior to actual execution of the project/scheme whether the university/institute or campus is feasible in district Kashmore and approved a project titled “Technical Assistance Grant for Feasibility study of establishment of Sukkur IBA University Campus at Kashmore.

The duration of the study would be three months (90 days). It was further decided that Quality & Cost Based Selection (QCBS) method would be followed for procurement of consulting firm or individual consultant.

2. SCOPE & OBJECTIVES OF CONSULTANCY SERVICES

The details of services to be provided by the consulting firm or individual consultant for this Techno Economic/Academic feasibility study shall include the following but not limited to this. However, consulting firms or individual consultants are encouraged to incorporate additional parameters to make the feasibility study more comprehensive.

2.1-Techno Economic/Academic Feasibility Study:

The consultant will focus the following while conducting the detailed feasibility study:

- a) The consultant is required to conduct stakeholder consultation session in District Kashmore and Adjoining Districts where viewpoint of stakeholders be obtained to develop comprehensive ToRs on the basis of information and data collected through consultation session and be made part of feasibility study. Stakeholder identification will be done in consultation with Sukkur IBA University.
- b) Feasibility for the Establishment of Sukkur IBA University Campus at District Kashmore.
 - i. Assessment the need of establishment of University/Campus/institute at District Kashmore, Sindh.
 - ii. Academic feasibility with respect to
 - Population, growth trends and literacy profile
 - Feeder institutions in catchment area.
 - Availability of qualified faculty in relevant disciplines.
 - Labor market survey and skill required for local job market.
 - Potential academic programs and their market demand.
 - iii. Sustainability model for University/Campus/Institute.
 - iv. The consultants will identify the possible risks and problems in implementing the Strategic Plan of the proposed University Campus.
 - v. Develop PC-I of the Project Based on the Findings

3. DATA AND METHODOLOGY

Consultants also have to collect data from all relevant stakeholders i.e Universities, Education departments, and population or social welfare department, etc. for establishment of Sukkur IBA University campus at District Kashmore. Undertake the required studies on a random sample based on primary or secondary data for analysis to achieve the objectives of the study. The consultant will compile and analyze the data.

- Conduct and prepare comprehensive feasibility study to assess the viability for establishment of university campus in Kashmore.
- Identification of all critical prerequisites required to ensure the viability for establishment of university campus in Kashmore. The prerequisites must include but are not limited to legal and policy framework required for establishment of university campus viable. The feasibility study must inter alia assess, evaluate and determine the viability of the establishment of university campus in Kashmore from financial, economic, technical, technological, social and environmental aspects.
- Conduct an extensive evaluation and analysis of potential higher educational needs that can benefit from the establishment of university campus in Kashmore. This should encompass the current regional demographic profile also assess the potential of higher education that will be created in the university campus in Kashmore.
- Development of an optimal strategy to attract the students in line with the stated objectives of establishing the university campus in Kashmore
- Conducting an extensive socio-economic and geographical evaluation of the establishment of the university campus in Kashmore.
- Analysis and evaluation of financial, socio-economic, technological, and social benefits/implications of the university campus in Kashmore.
- Develop an aggressive and effective strategy for establishment of university campus to help bring in potential students for higher education.

DELIVERABLES UNDER CONTRACT

The consultant will submit two (2) copy of inception report within 15 days from the award of the contract. The firm should also be bound to submit all data and information collected. The client will submit its comments within 7 days on the inception report. The Consultant will incorporate these comments and will submit 10 copies of the final report after incorporating the comments of the client. After completing the techno-economic feasibility study, the firm should submit first draft of the report within 75 days from the date of signing agreement with Sukkur IBA University and present the results to selected audience. After completing the assignment within 90 days from the date of signing agreement with Sukkur IBA University, the consultant should present and submit a draft comprehensive report to the client for comments. This draft report should be fully supported by the data, tables, pictures and illustrations where necessary.

4 copies of the final report will be required after incorporating the comments of the client. Sukkur IBA University will submit the final report to Universities & Boards Department, Government of Sindh for further necessary action. The final contents and graphics/illustrations must be in printable form.

The deliverables will be property of the client and cannot be used without prior written permission of the client. The consultant will submit electronic copies of all the deliverable to the client along with above mentioned hard copies

Following are the tentative deliverables of the final report but not limited to:

- i. Executive Summary
- ii. Regional Socio-Economic Review
- iii. The Feasibility Report include the following:
 - a. Need Analysis
 - b. Critical Pre-requisites
 - c. Phase-wise development plan
 - d. SWOT Analysis
 - e. Proposed Programs Offered
 - f. Desired Outputs, Outcomes, Success Indicators and Risk Factors
 - g. Management Structure
 - h. Human Resources Requirement and Induction Planning
 - i. Environmental Impact Assessment
 - j. Economic and Financial Study
 - k. Program/Project Viability
 - l. Information verification and sign-off

MODE OF PAYMENT

No mobilization or advance payment will be made to the consultant. The payment will be made as per schedule given below:

i.	Upon Submission of Inception Report	10%
ii.	Upon submission of draft report	30%
iii.	Upon submission of final report	30%
iv.	Upon approval of final report	30%

Applicable government taxes will be deducted at sources at the time of payment.

SELECTION METHOD

Method of selection will be Quality and Cost based Selection Method

TIME PERIOD FOR ASSIGNMENT

Total time allocated for conducting the assignment is 90 days starting from the date of signing agreement with Sukkur IBA University the issuance of award letter.

Important Note:

Any proposal received by Sukkur IBA University after the deadline for submission of proposal prescribed in these documents will be returned unopened to such consultant / firm. Delays in the mail or courier, delays of person in transit, or delivery of a proposal to the wrong office shall not be accepted as an excuse for failure to deliver a proposal at the proper place and time. It shall be the firm's responsibility to determine the way timely delivery of his proposal will be accomplished.

TECHNICAL EVALUATION CRITERIA

QUALIFICATION & EXPERIENCE:

- Ten (10) years overall experience with five (5) years relevant experience to conduct academic and techno-economic studies in public and/or private sector
- Valid Registration with SECP & NTN (FBR) /SNTN (SRB) Certificate*
- Verifiable statistical and research expertise, as relevant to the TORs
- Proof of experience of preparing quality reports which are concise and succinct to allow policy and technical decisions.
- Profile of the firm and clients served in last five years

* *Applicable for Consulting Firms*

General	Max Score	Specific to Particular Assignment	Max Score	Adequacy of Approach	Max Score	Total Score
Education	5	Specific Qualification related to the assignment	20	Adequacy of work plan	5	100
Qualification	15	Specific Experience related to the assignment	15	Quality of work plan	5	
Membership of Professional Organization	5	Language and knowledge of region/local conditions. points	5	Technical approach	10	
Publication and Professional Attainment	5			Methodology	10	
	30		40		30	

Important Note:

In order to technically qualify, the consulting firm/consultant must get 70 or above out of 100 marks in technical evaluation. Consulting firm/consultant getting below 70 score out of 100 in technical evaluation will be technically disqualified.

1. LIQUIDATED DAMAGES

Liquidated damages shall be applicable as under:

- a) Delay of one week
= 0.5% of the total cost
- b) Delay of two weeks
= 1.0% of the total cost
- c) Delay of three weeks
= 2.0% of the total cost
- d) Delay of four weeks
=4.0% of the total cost

Note: In case of delay beyond four weeks, Sukkur IBA reserves the right to cancel the order and impose penalty up to 10% of ordered value.

7. CLARIFICATION AND AMENDMENT IN RFP DOCUMENT

A bidder requiring any clarification of the RFP Document may so notify to contacts given below in writing or via email.

Hari Lal Nathani

Manager Procurement

Sukkur IBA University

Airport Road Sukkur

Email : hari@iba-suk.edu.pk

Integrity Pact
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.

Contract Number: _____ Dated: _____
Contract Value: _____ Contract Title _____

[Name of Supplier/Contractor/Consultant] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

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

[Name of Supplier/Contractor/Consultant] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the abovedeclaration, representation or warranty.

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

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

Procuring Agency

Supplier/Contractor/Consultant

DRAFT AGREEMENT

THIS AGREEMENT is made on date _____ between:

M/s _____ (**vendor name**) having presently its office at _____ (vendor's address) (hereinafter referred to as the "Vendor" which expression shall unless repugnant to the context so deemed to mean and include his heirs, general representatives and assigns) of the one part,

AND

SUKKUR IBA UNIVERSITY (CLIENT), a chartered institute established under the laws of Pakistan, and having its head office at Nisar Ahmed Siddiqui Road ,Sukkur (hereinafter referred to as the "Client" which expression shall where the context so requires or permits include its successors and assigns) of the other part. Hereinafter collectively referred to as the "**Parties**";

WHEREAS the Vendor is in the business of awarded work along with fittings and fixtures (hereinafter referred to as "business set up"),

AND WHEREAS the Client is in the service of providing quality education and is desirous to get awarded products/works/services as per details given in Bill of Quantity (BOQ)/purchase / work order along with quality, economy and value for money.

AND WHEREAS the Vendor has agreed to provide the Products /Works/Services to the Client on the terms and Conditions contained in this Agreement and in the tender document issued for this task.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The agreement will be valid for a period commencing from _____ and ending on completion of Warranty/Guarantee period.
2. As per this agreement "Client" may give an advance as mentioned in the payment terms and conditions ("Advance") to Vendor against Bank Guarantee for the advance equivalent amount in rare cases if agreed by the client.
3. Vendor will start the work immediately of Sign of this agreement or from receipt of Purchase Order whichever comes first, otherwise client will claim for advance repayment from bank against bank guarantee. Vendor will complete the work within specified time communicated through emails & handover and obtain the satisfactory completion certificate from the client.
4. All payments to be made by the Client to the Vendor under this agreement shall be subject to deduction of all prevailing taxes, duties, charges, liquidated damages etc and as per terms and conditions mentioned in this agreement.
5. The Vendor shall pay and discharge at all times during the period all assessments, taxes, penalties, fines and charges of every description including tests charges etc. which are now or may at any time hereafter during the period, be assessed, imposed or charged upon the Vendor by Sukkur IBA University, any Local, Provincial or Federal Government Agency, Department or Authority.
6. One calendar month notice in writing shall be given by either party to terminate this agreement earlier than the expiry of the period. In case of an early termination under this clause, the Vendor undertakes to refund the advance paid for the agreement immediately on demand along with any penalty imposed by the client against provision of Bank Guarantee submitted by Vendor.
7. Vendor shall exercise reasonable care and diligence to prevent any actions or conditions, which could result in a conflict with CLIENT's best interests. This obligation shall apply to the activities of the employees and agents of Vendor in their relations with the employees and their families, of CLIENT's vendors and third parties arising

from this agreement and accomplishing services hereunder. Vendor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration for the purpose of influencing individuals to act contrary to CLIENT best interest.

8. Dispute Resolution

- a. Any dispute or difference arising out of or in connection with this Agreement, or the implementation of any of the provisions hereof which cannot be settled amicably, shall be referred to arbitration under the provision of the Pakistan Arbitration Act, 1940 as amended or substituted from time to time, of two arbitrators, one to be nominated by CLIENT and the other by Vendor and the two arbitrators shall appoint an umpire before entering upon the reference. The unanimous decision of the two arbitrators, or, in the case of difference between them, the decision of the umpire, will be final and binding on the parties. The venue of the arbitration proceedings shall be Sukkur, Pakistan. Notwithstanding the reference of any dispute to arbitration, CLIENT and Vendor shall be obliged to fulfill their respective obligations under this Agreement.
 - b. Subject to the above, should any recourse to Courts of Law become necessary, the parties hereto submit to the jurisdiction of the Courts of law at Sukkur, Pakistan which courts shall have exclusive jurisdiction to settle any claims and/or dispute arising out of this Agreement or any acts done in pursuance thereof regardless of the location or place of business of parties hereto. However, CLIENT may at its own option also proceed against Vendor in the court of law for any claims it may have.
 - c. Notwithstanding any disagreement, dispute, protest, request for arbitration, or arbitration proceeding arising out of or in connection with this Agreement or its performance, at all times, Vendor shall proceed with the Services, unless CLIENT agrees otherwise in writing.
9. This agreement can be amended at any time during the subsistence/continuance/ period of the agreement, subject to mutual consent and the terms and conditions then agreed upon between the Parties.
 10. The Vendor hereby warrants that the terms of the agreement has been read to him and understood by him.
 11. The vendor shall conduct his business in a professional ethical manner. The vendor shall be responsible for compliance with all laws, rules and regulations for the time being in force on its own behalf and with regard to his employees.
 12. Nothing in this agreement shall be deemed to create an agency or an employer/employee relationship between the vendor (his employees) and the client. The vendor shall at all times remain solely responsible for all responsibilities and liabilities whatsoever with regard to his employees.
 13. Vendor shall hold in strict confidence any information provided by CLIENT to Vendor to perform the Services and stated by CLIENT to be confidential information. Such information shall be given to employees of Vendor strictly as needed to discharge their responsibilities in respect of the performance of the Services by Vendor. CLIENT may require employees of Vendor to sign a separate secrecy agreement to protect its interests in such confidential information. Vendor shall be liable for disclosures of any such information, which is not in accordance with the provisions of this Agreement or with the prior written approval of CLIENT.
 14. The vendor agrees to indemnify and keep indemnified the client against all claims, damages, costs, expenses and/or liabilities which arise due to any direct or indirect act or omission either by the vendor or his employees/representatives.
 15. The Vendor indemnify Sukkur IBA University against all third-party claims of infringement of patent, trade mark industrial design rights arising from use of the goods or any part thereof in Pakistan.
 16. Sukkur IBA University or its representative shall have the right to inspect and/or to test the equipment to confirm their conformity to the contract/agreement specifications. The Technical Specifications shall specify what inspections and tests Sukkur IBA University requires and where they are to be conducted. Sukkur IBA University shall notify the Vendor, in writing, of the identity of any representatives entrusted for this purpose.
 17. Problem reporting procedure and fault response time in hours for fault rectification, escalation procedures with respect to response or turnaround time in hours.

18. An effort by a Vendor to influence Sukkur IBA University, directly or indirectly THROUGH UNFAIR MEANS may result in the termination of the agreement and vendor black listing for any future tender of Sukkur IBA University.
19. The value of agreement will be firm for the entire period of Contract for the scope of work defined in the agreement. The agreement amount includes all applicable taxes.

20. SERVICE REQUIREMENTS

Following are the minimum requirements which the vendor/vendor for the equipment:

21. The Vendor must ensure that the work assignment is done as per requirement of the client and must ensure timely delivery with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

22. DELIVERY & INSTALLATION

23. Delivery and Installation should be at the Sites/Locations at the risk and cost of vendor.
24. Delivery period will be as communicated through emails to the vendor by client.

25. WARRANTY, MAINTENANCE AND ASSURANCE

26. The Vendors shall warrant that the assigned work will be done as per timelines given by the client through email(s) with accuracy, secrecy, confidentiality, and quality at all stages from beginning to end of the assigned work.

27. SERVICES

28. Sukkur IBA University shall promptly notify the supplier in writing of any claims arising under this warranty and the Vendor/Supplier will repair/replace the defective stores at reasonable speed but within the specified period and time & without any additional cost.

29. LIQUIDATED DAMAGES / PENALTIES FOR VIOLATIONS.

Sukkur IBA University may cancel the purchase order/ work order and may impose penalty as liquidating damages up to 10% of the contract/purchase order where it deems fit in case of violations by vendor in case of delay in delivery/completion of the ordered items/works/services or supply of substandard/ inferior quality items/works/services .

30. FORCE MAJEURE

Vendor will not be considered to be in default in the execution of their contractual obligations or any of them to the extent that the execution of such obligations or any of them is delayed or omitted by cause of Force Majeure. The term Force Majeure employed herein shall mean acts of public enemy, wars (whether declared or not) invasion, hostilities, revolution, epidemics, riots, fires, floods, earth quake, and other causes similar in kind to those herein mentioned, not under the control of either party, which makes the performance of this agreement unfeasible and which by the exercise of due diligence the party seeking excuse from performance is unable to overcome.

31 TERMS OF PAYMENT

Payment of contract price shall be made in the following manner.

Payment will be made as agreed.

32. Following Documents will be part of this agreement and will be bounding on the vendor.

Tender Notice, Tender Documents issued, Technical & Commercial Proposal submitted by the vendor and agreed by the

Client, Purchase Orders, Emails by the client to the vendor etc.

33. Above conditions are General Conditions, Actual Agreement will have some more Work specific conditions.

34. **IN WITNESS WHEREOF** the Vendor and Client have signed this Agreement at Sukkur on the day, month and year first above mentioned, in the presence of the following witnesses: -

Vendor :
CNIC # _____
Address: _____

Client: For and on behalf of
Sukkur IBA University

Witnesses:

Signature: _____

Signature: _____

Name: _____

Name:

CNIC # _____

CNIC #

Address: _____

Address

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 **Sukkur IBA University**
www.iba-suk.edu.pk

**REQUEST FOR PROPOSAL
HIRING OF CONSULTANCY SERVICES**

Sukkur IBA University intends to hire the services of reputed & experienced Consulting firm/consultant for following consulting services on “single stage two envelope basis.”

SERVICES

- To carry out feasibility study for the establishment of Sukkur IBA University Campus at Kashmore district of Sindh. The purpose of the study is to gauge technical, administrative, and economic feasibility for the need of higher education institution in the District Kashmore.

Request for proposal (RFP) is invited from reputable consulting firms/consultants having relevant experience of above tasks and registered with income tax and sales tax department. RFP document having detailed scope, terms and conditions etc. may be collected from the office of Manager Procurement against pay order of Rs. 1,000/- in favor of Sukkur IBA University from **April 19 to May 08, 2021** or may be downloaded from Sukkur IBA University website <https://www.iba-suk.edu.pk/tenders>. Method of selection will be **Quality and Cost Based Selection Method**.

The proposals, prepared in accordance with the instructions in the RFP documents, must reach at office of Manager Procurement, Sukkur IBA University, Nisar Ahmed Siddiqui Road, Sukkur on or before **May 08, 2021** up to 1:00 pm. The technical proposal will be opened on same day at 1:30 pm in presence of bidders or their representatives (who may choose to be present). The financial proposals of only technically qualified consulting firms/consultants will be opened late on. Bid security @ 2% of the quoted amount (Refundable) in the shape of bank demand draft/pay order in favor of Sukkur IBA University must be attached with the financial proposal. The procuring agency may reject any or all bids subject to relevant provisions of SPP Rules 2010 (Amended 2019) and may cancel the bidding process at any time prior to acceptance of bid or proposal as per Rule 25(1) of said rules and as per PPRA rules.

Please send your queries: hari@iba-suk.edu.pk

Tender # PROC/239

**REGISTRAR
SUKKUR IBA UNIVERSITY**
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Fax: 071-5804419

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