

Terms of Reference for the Civil Works

**Repair, Maintenance, Landscaping, Construction,
Architecture and Interior Design work of Airport Hotel
(Skyrooms pvt Ltd)**

REF:APH/TOR/0011/2015

Last Date 7-09-2015

Subject:

Terms of Reference (TOR) for- Architect / Interior Design.

Supervisor(s) :

Executive Director of Airport Hotel

Location:

Airport Hotel, Sky-rooms Pvt Ltd – Karachi Airport.

NOTE 1: PCATP Bye-Laws as per SRO568(I)/87 is the integral part of this TOR.

NOTE 2: TOR is valid for all categories contractors as described by PCATP and PIID

M/s _____ Date: _____

You are hereby invited to submit proposal for Consultancy services for the Assignment in the document below:

A brief description of the Assignment and its objectives are given in this document.

- 1- Name of the client: _____
- 2- Description of the Project: Refurbishment and Extension of Airport Hotel, SKYROOMS PVT LTD - Karachi
- 3- The Client shall provide: All data and drawings available to them
- 4 Date and time of Submission of Proposal: _____
- 5- Validity period of the proposal: _____
- 6- Location of submission of Proposal: _____

Documents containing terms & conditions of works can be obtained in person from Purchase Manager of Airport Hotel (Skyrooms Pvt Ltd):

1.1 DEFINITIONS:

- (a) “Act” means the Pakistan Council of Architects and Town Planners Act, 1975 (V of 1976) Appendix A to these Bye-Laws
- (b) “client means Airport Hotel (skyrooms Pvt Ltd) means;
- (c) “completion date” shall mean the date on which the construction of project is completed as per construction contract
- (d) “construction” of any Architectural/ Interior Design work shall also mean to include surveys, sub-soil and other investigations, erection, installation, testing and commissioning and periodic supervision of execution of all activities required to achieve the desired final shape of an Architectural/ Interior Design work, and shall also include extension remodeling, rebuilding and repair works and all other works incidental thereto
- (e) “Construction contract” means the contract under which the consultant promise to complete the project undertaken by him through prime contract, sub-contract, commission or in any other form of contract regardless of the appellation thereof

(f) “Council” means the Pakistan Council of Architects and Town Planners and Pakistan Institute of Interior Designers;

(g) “License” means a license granted by the Council under these bye-laws permitting a licensee to construct or operate projects of the category as specified in the license for a specified period;

(h) “Maintenance” includes all activities executed after the completion date of construction and during the maintenance period as specified in the construction contract or during a period of twelve months after the completion date of construction;

(i) “operation” means the supervision and management of running, operation and execution of all activities required to efficiently operate the project after it is constructed by a constructor in order to achieve the aims and objectives of the project;

(j) “Consultant” means Architect or Interior Designer assigned for designing of various elements of the facility such as extension in existing structure and Interior Design of the entire facility;

(k) “Prime Consultant ” means the Consultant who has been awarded consultant contract for a Project by the client;

(l) “Project or work” means the task assigned by skyrooms (Pvt) Ltd;

(m) “Sub-contract” means the contract for a work which is concluded by and between the prime contractor and the other contractor to sublet a portion of such project undertaken by the former within the provision of the main contract;

(n) undertaking” means the undertaking as per PCATP and PIID Bye-Laws..

1.2 SCOPE OF WORK:

- Renovation and repair works of existing structures;
- Interior design
- Refurbishing.
- LandScaping.

To carry out any other related task as may be required by Airport Hotel (Skyrooms Pvt Ltd)

1.3 PROJECT DOCUMENTATION:

The Consultant shall submit as part of its work scope, detailed documentation as required for the contract. This documentation shall include Civil, Architectural and Interior Design Works descriptions, specifications, design criteria, drawings, schedules, BOQs and other essential project

documentation.

The Consultant shall submit as a part of final report a final 'As build' drawings in electronic Auto CAD or similar format after completion of Civil Works. Consultant shall review the As built drawings before submission to the Client.

1.4 GENERAL LAYOUT REQUIREMENTS

The layout of the Architectural Works shall ensure an optimum use of the space available.

1.5 TECHNICAL DOCUMENTATION

The Consultant is required to submit technical specifications, description, and performance characteristics of Architectural and Interior Design Works as well as all technical schedules as requested under this TOR.

1.6 REGULATORY APPROVALS

Consultant shall prepare Submission Drawings to be submitted to the competent Authorities for approval for construction. The Submission drawings shall comply with all acts, laws, rules and regulations established for such kind of Architectural and interior design Works.

1.7 ECONOMIC JUSTIFICATION:

Where two or more possible technical solutions exist, if there are plausible alternatives, the most economical shall be selected, provided that reliability and safety is not impaired and environmental requirements are not violated.

1.8 COST ESTIMATE:

All cost estimates prepared and verified by consultant / owner and the cost estimate approved by the Executive Director / Chief Executive Officer of Airport Hotel.

1.9 GENERAL TIME SCHEDULE

The civil works must be completed as per time schedule mutually agreed after signature of contract. The Consultant is to provide a detailed work plan on the starting date for mobilizing adequate resources, and time schedule for the completion of the works. As part of the reporting under the Consultant, it is essential that photographic documentation is provided at the completion of each stage of the works (before & after).

Consultant shall be responsible for provision of drawings, specifications and other documents on time. However, the consultant shall not be held responsible for delays in execution of work by contractors employed directly by Airport Hotel.

1.10 OPERATING REQUIREMENT

The civil infrastructure shall be designed according to good engineering practice for a minimum life of 30 years at specified ambient conditions. Civil works will comply with PCATP and PEC Laws and respective standards Good Engineering practice.

1.11 GUARANTEE REQUIREMENTS:

The Civil Works should be completed within the time frame mutually agreed between two parties specified in the contract agreement.

1.12 PERSONNEL WORKING ON THE PROJECT:

The Consultant should propose a complete technical team, whose members should include:

Architects, Civil engineer, technical experts with the required expertise in plumbing and electrical works, Air-conditioning works, fire-fighting, construction materials which are environmentally friendly and appropriate for hot tropical conditions. The team leader and members must have the necessary qualifications (University Degree for the respective trade) expertise to perform their assigned duties.

Resumes of Key personnel must be accompanied with this TOR.

1.13 DELIVERABLES:

Each phase of works to be completed (to be agreed within the contract) will be handed over to representative of AIRPORT HOTEL. Certificates of Acceptance and the facilitation of a survey, to be conducted by the AIRPOR HOTEL technical team, will certify the Deliverables,

1.14 THE CONSULTANT SHALL SUBMIT:

Concept Report, Final Schedule of Works and the final drawings cleared by activities; AIRPORT HOTEL and Plan of activities

A Project manager/ Project Management team, shall be appointed for daily supervision and coordination with all consultants during the couse of the project.

THE PROJECT MANAGER SHALL SUBMIT:

- *Weekly Reports*
- *Concept Report, Final Schedule of Works and the final drawings cleared by activities; AIRPORT HOTEL and Plan of activities*
- *Progress Report*
- *Final completion report including 'As built' drawings*

1.15 INDEMNITY:

If the client suffers any losses or damages as a result of proven faults, errors or omission in the construction projects, the contractor shall make good such losses or damages, subject to conditions that the maximum liability, as aforesaid, shall not exceed the total remuneration of the Consultant for construction phase in accordance with the term of contract. The liability of contractor expires after 12 months from the stipulated date of completion of the project.

1.16 PRE QUALIFICATION CRITERIA:-

All Consultants are requested to submit following information:

- a) Copies of registration of firm with PCATP and PIID along with updated renewal.
- b) Name addresses, phone , fax and E-mail Address along with postal address.
- c) Details of Consortium / association with any other party.
- d) List of similar assignment undertakes / in hand by the firm.
- e) List of the projects undertaken during last 10 years.
- f) List of total personnel held for the last three years.
- g) Consent to sign "Integrity Pact"

1.17 EVALUATION CRITERIA OF THE CONSULTANT:

The technical proposal shall be based on the following criteria:

- Proposed presence and experience in the relevant field (20 Marks)
- Number of projects/ Assignments successfully completed (30 Marks)
- Qualification and competency of the key personnel (30 Marks)
- Financial position of the Firm (20 Marks)

Weightage of Technical proposal	65%
Weightage of Financial Proposal	35%

1.18 GENERAL:

For award and execution of an Architectural, Engineering and Interior Design work the relevant standard form of bidding or tender document prepared by the Pakistan Council of Architects and Town Planners shall be adopted.

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EVALUATION OF CONSULTANT

(MAX MARKS 100)

Evaluation of Consultant: M/s. _____

1) a) REGISTRATION PERIOD WITH PCATP :- (20 MARKS)

	<u>MARKS</u>
i. 15 Years more	10
ii. 7 to 10 Years	8
iii. 3 to 6 Years	5
iv. 2 Years or less	2

b) REGISTRATION PERIOD WITH PIID:-

	<u>MARKS</u>
a) 15 Years more	10
b) 7 to 10 Years	8
c) 3 to 6 Years	5
d) 2 Years or less	2

2) PROJECTS COMPLETED IN LAST 5 YEARS:- (30 MARKS)
(Amount Rs 3.5 Million or above)

	<u>MARKS</u>
a) 20 Projects or more	30
b) 13 to 19	20
c) 6 to 12	14
d) 5 or less	7

3) NUMBER OF PERSONNEL / QUALIFICATION OF THE TEAM (30 MARKS)

i. Number of personnel during the last 10 Years (15 MARKS)
(Average Per Year)

	<u>MARKS</u>
a) 5 to 20 Employees	5
b) 21 to 50 Employees	10
c) 51 or More	15

ii. Qualification (15 MARKS)
(Possessing B. Architect / B.E. Degree)

	<u>MARKS</u>
a) Number of Employees 3 to 6	5
b) Number of Employees 7 to 14	10

c) Number of Employees 15 or more 15

4) FINANCIAL STANDING / STATUS:-

(20 MARKS)

i. Income Tax paid during the last 3 Years (10 MARKS)
(attach income tax challans)

	<u>MARKS</u>
a) Rs 0.9 Million or less	3
b) Rs 1.0 to 1.5 Million	5
c) Rs 1.6 to 2.00 Million	8
d) Rs 2.1 or more Million	10

ii. Average Annual Turn Over (10 MARKS)
(for the last 5 years)

	<u>MARKS</u>
a) Rs 5 Million or less	3
b) Rs 6 to 15 Million	5
c) Rs 16 to 25 Million	8
d) Rs 26 Million or more	10

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FIRM'S PROFILE

1. Whether registered with the Pakistan Council of Architects and Town Planners and Pakistan Institute of Interior Designers and any other Government Semi Government / Autonomous or Semi Autonomous Organization. YES NO

2. If yes, enclose copies of registration of the firm / consortium / joint venture with Pakistan Council of Architects and Town Planners and Pakistan Institute of Interior Designers along with update renewal and registration partnership deed among the partners and give list of all such organization where the firm is registered as a consulting firm.

Name 1: _____

Name 2: _____

3. Give details of staff / establishment including Curriculum Vitae (CV) of key professional staff as per specimen (use separate sheets if needed)

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**LIST OF TECHNICAL PERSONNEL WITH QUALIFICATIONS IN PERMANENT
EMPLOYMENT OF THE FIRM / FOR THE LAST ONE TO TEN YEARS**

S. No.	Name	Designation	Qualification	Date of Appointment	Experience	Responsibilities	Remarks

**DETAILS OF PROJECTS / WORKS COMPLETED / IN HAND BY THE FIRM /
FOR THE LAST TEN YEARS**

S. No.	Title	General Description of works	Value of Contract	Date	Department / Organization to whom services were provided by the firm / consortium
					(Attached Details)

CURRICULUM VITAE (CV) OF KEY PERSONNEL

(Use separate or more sheets for each JV partner firm if needed)

Name of Applicant or participant of a joint venture

Position	Professional
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Experience / Employment	Name of Employer
	Address of Employer
	Telephone Contact (Manager / Personnel Officer)
	Fax Telex
	Job title Years with present employer

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The Integrity pact

1. Following procedures, which are in addition to standard legal and administrative requirements, will apply for pre-qualification of consultant .
2. Each bidder must submit a statement, as integral part of the tender documents with the following text:
 - a) This firm places importance on competitive tendering taking place on a basis that is free, fair, competitive and not subject to abuse. This firm is pleased to confirm that:
 - (i) It has not offered or granted, and will not offer or grant, either directly or indirectly through agents or other third parties, any improper inducement or reward to any public official, their relations or business associates, in order to obtain or retain this contract or other improper advantage, and
 - (ii) It has not colluded. And will not collude, with others in order to limit competition for this contract.
 - b) This firm has a “No-Bribery Policy / Code of Conduct” and a “Compliance Program” which includes all reasonable steps necessary to assure that no-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this firm on the project, including agents, consultants, consortium partners, subcontractors and suppliers. Copies of our “No-Bribery Policy / Code of Conduct” and “Compliance Program are attached”.

Or in cases where firms participating in the bidding do not yet have a “no bribery policy / code of conduct”

“This firms has developed, for the purposes of this tender, a “Compliance Program” (copy attached) – which includes all reasonable steps necessary to assure that “no-bribery commitment” given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on Skyrooms Pvt Ltd projects, including agents, consultants, consortium parents, subcontractors and suppliers.
 - c) This commitment is in the name and on behalf of this firm’s Chief Executive Officer.
 - d) This Company agrees for the resolution of any damage claims arising from this contract under Law of Pakistan.
 - e) Bidders will also be required to submit similar no-bribery commitment for their subcontractors and consortium partners. The bidder may however cover the subcontractors and consortium partners in its own statement, provided the bidder assumes full responsibility.

All payments shall be limited to appropriate compensation for legitimate services.

5. Each bidder will make disclosure in bid documentation of beneficiaries and amounts of all payments made, or intended to be made, relating to bid and, if successful, implementation of contract.
6. The successful bidder will also make full disclosure bi-annually of all payments to agents and other third parties during the execution of the contract.
7. Within one year of completion of enlistment period, successful bidder will formally certify that no-bribes or other illicit commissions have been paid in order to obtain or retain this

contract. The final accounting shall include brief details of goods and services provided that are sufficient to establish the legitimacy of the payments made.

8. Statements required according to subparagraphs (b) and (d) of paragraph 2 will have to be certified by an appropriate senior corporate officer.
9. This 'Integrity Pact' however focuses on bribery in order to obtain or retain contract or other improper advantage, including collusion with others in order to limit completion for this contract. This includes payments or other favors offered or granted in order to win a contract award, get a contract change order (adjusting the price, the specification, the time frame for implementation or any other important contract components) approved by Airport Hotel (Skyrooms Pvt Ltd), get sub-standard or sub-specification performance approved by Skyrooms official or supervising engineer or his staff, circumvent tax, duty, license or any other legal obligations that should be met, or induce an official to breach his / her official duties in any other way.
10. If a bidder fails to comply with its "no-bribery commitment", the following sanctions will apply: -
 - Denial or cancellation of contract; liability for damages to Skyrooms Pvt Ltd in amount of five percent of contract value, unless Skyrooms Pvt Ltd can demonstrate a higher damage, or bidder can demonstrate a lesser damage; forfeiture of bid security; and debarment by Skyrooms Pvt Ltd from bidding for further public contracts for such period as the Skyrooms Pvt Ltd may deem appropriate.
11. Skyrooms Pvt Ltd has also set up a special office in the Office of Executive Director for investigation and handling of any report of extortion or bribery in public procurement.
12. The Skyrooms Pvt Ltd will publicly disclose the award decision including the evaluation report and the reasons for the selection of the successful bidder.
13. Bids, which do not conform, to the requirements of these procedures will not be considered.

Agreed

Signed by, the Authorized Representative / CEO of the Applicant Firm.