

CORRIGENDUM TO REQUEST FOR PROPOSAL FOR

Improvement / Provision of Basic Civic Amenities in Thatta and Sujawal District

Reference: Request for Proposal Notice for the subject services published in Press on 26 & 27th of February 2014

Prospective consulting firms are hereby informed that following amendments are made in the Request for Proposal (RFP) which will make integral part thereof.

1. RFP Page 12 - Key professional staff qualifications and competence for the assignment are as under:

1.1 Management Team

Sr. No.	Position	Required Qualification & Relevant Experience
1	Project Manager	Having B.Sc./BE Degree in Civil Engineering with 25 Years Relevant Experience or M.Sc./ME Degree in Civil Engineering with 15 Years Relevant Experience
2	Chief Resident Engineer	Having B.Sc./BE Degree in Civil Engineering with 25 Years Relevant Experience or M.Sc./ME Degree in Construction Management with 15 Years Relevant Experience
3	Principal Road Engineer	Having B.Sc./BE Degree in Civil Engineering with 25 Years Relevant Experience or M.Sc./ME Degree in Transportation/Road Engineering with 15 Years Relevant Experience
4	Principal PHE Engineer	Having B.Sc./BE Degree in Civil Engineering with 25 Years Relevant Experience or M.Sc./ME Degree in Public Health Engineering with 15 Years Relevant Experience
5	Principal Architect	Having Bachelors Degree/National Diploma in Architecture with 25 Years Relevant Experience or Masters / Post Graduation Degree in Architecture with 15 Years Relevant Experience
6	Principal Landscape Architect	Having Bachelors Degree/National Diploma in Architecture with 30 Years Relevant Experience or Masters / Post Graduation Degree in Architecture with 20 Years Relevant Experience
7	Principal Contract Engineer	Having B.Sc./BE Degree in Civil Engineering with 35 Years Relevant Experience or M.Sc./ME Degree in Public Health Engineering with 25 Years Relevant Experience

1.2 Supervision Team

Sr. No.	Position	Required Qualification & Relevant Experience
1	Resident Engineer - Roads & Beautification	Having B.Sc./BE Degree in Civil Engineering with 20 Years Relevant Experience or M.Sc./ME Degree in Construction Management with 10 Years Relevant Experience
2	Resident Engineer - Public Health Engineering	Having B.Sc./BE Degree in Civil Engineering with 20 Years Relevant Experience or M.Sc./ME Degree in Construction Management with 10 Years Relevant Experience
3	Resident Engineer - Buildings	Having B.Sc./BE Degree in Civil Engineering with 20 Years Relevant Experience or M.Sc./ME Degree in Construction Management with 10 Years Relevant Experience
4	ARE - Roads & Beautification	Having B.Sc./BE Degree in Civil Engineering with 08 Years Relevant Experience or Diploma in Civil Engineering with 15 Years Relevant Experience
5	ARE - Public Health Engineering	Having B.Sc./BE Degree in Civil Engineering with 08 Years Relevant Experience or Diploma in Civil Engineering with 15 Years Relevant Experience

2. RFP Page 48 - Project Staffing Requirements are as under:

2.1 Management Team

S.#	Position	No.	Month	Man-Month
1	Project Manager	1	18	18
2	Chief Resident Engineer	1	18	18
3	Principal Road Engineer (Design)	1	3	3
4	Principal PHE Engineer (Design)	1	3	3

5	Principal Architect	1	3	3
6	Principal Landscape Architect	1	3	3
7	Principal Contract Engineer	1	18	18

2.2 Design Team

S.#	Position	No.	Month	Man-Month
1	Senior Architect	2	3	6
2	Architect	2	3	6
3	Landscape Architect	1	3	3
4	Infrastructure Planner	1	3	3
5	Senior Highway Design Engineer	2	3	6
6	Highway Engineer	2	3	6
7	Pavement Engineer	1	3	3
8	Senior Water Supply Engineer	1	3	3
9	Water Supply Engineer	2	3	6
10	Senior Sanitation & Drainage Engineer	1	3	3
11	Sanitation & Drainage Engineer	2	3	6
12	Senior Structural Engineer	1	3	3
13	Structural Engineer	2	2	6
14	Electrical Engineer	1	3	3
15	Traffic Engineer	1	3	3
16	Survey Engineer	1	3	3
17	Material Engineer	2	3	6
18	Contract Engineer	1	2	2
19	Senior Quantity Surveyor	1	3	3
20	Quantity Surveyor	2	3	6

2.3 Supervision Team

S.#	Position	No.	Month	Man-Month
1	Resident Engineer Roads / Beautification	2	18	36
2	Resident Engineer PHE	2	18	36
3	Resident Engineer Building	2	18	36
4	ARE Roads / Beautification	2	18	36
5	ARE PHE	2	18	36
6	Material Engineer	2	18	36
7	Inspector Roads	4	18	72
8	Inspector PHE	4	18	72
9	Inspector Building	4	18	72
10	Surveyor	4	18	72
11	Survey Helper	8	18	144
12	Lab Technician	4	18	72
13	Lab Helper	8	18	144
14	Cook	2	18	36
15	Office Boy	4	18	72

3. Section 9.2 of Data Sheet

Provisional sum of PKR 3.50 Million is kept for the input of Computer Operators/CAD Operators and other necessary support staff during the design phase.

4. Letter of Invitation & Section 14.4 of Data Sheet

Proposals must be submitted no later than March 13, 2014 @ 1200 Hours

5. Format of TECH-6 - Certification is read as under:

Signature of Staff Member or **Authorized Representative of the Firm**

Other terms and conditions remain unchanged.


10/28/14
Hassan Ally Memon

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ISSUED TO:

**Letter of Invitation
(LOI)**

Section 1.

Instruction to Consultants- Data Sheet

1. Introduction

- 1.1 The Government of Sindh, Special Initiative Department, has the objectives to provide basic civic amenities to the population of rural Sindh, to uplift the underdeveloped areas and reduce disparities between urban and rural Sindh, to improve the quality of life of the inhabitants by providing/improving basic infrastructure, to improve roads and transport linkages to provide upgraded supply chain for rural products carriage to markets and to ensure safe water supply, sanitation and health facilities to increase productivity and wellbeing of the population. The Government of Sindh, Planning and Development/Special Initiative Department has therefore decided for Improvement / Provision of Basic Civic Amenities in Thatta and Sujawal Districts.
- 1.2 The Special Initiative Department, herein after called as The Procuring Agency (PA) will select Consultant firm for the project, in accordance with the method of selection specified in the Data Sheet.
- 1.3 The Consultants are invited to submit a Technical Proposal and a Financial Proposal. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 1.4 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 1.6 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

2. Eligibility of Consultants

- 2.1 The eligibility of the Consultants will determined through evaluation of Technical Proposal.

3. Conflict of Interest

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, which would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

7.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet.

8. Clarification and Amendment in RFP Documents

8.1 Consultants may request for a clarification of contents of the bidding document in writing, and Procuring Agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of submission of proposal. The Procuring Agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

8.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

9. Preparation of Proposals

9.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

9.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

10. Language

The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.

11. Technical Proposal Format and Content

11.1 While preparing the Technical Proposal, consultants must give particular attention to the following:

- (i) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm.
- (ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iii) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

- 14.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.
- 14.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- 14.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

15. Proposal Evaluation

- 15.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

16. Evaluation of Technical Proposal

- 16.1 Notwithstanding any method used pursuant to Rule 36 (a-d) of PPR 2010, the evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals: (Quality and Cost based selection QCBS Method)

- 16.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

17. Evaluation of Financial Proposals

- 17.1 In QCBS and Least Cost, Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded.

- 17.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the

- 20. Financial Negotiations** 20.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 3 (i.e. Financial Proposal - Standard Forms of this RFP).
- 21. Availability of Professional staff/experts** 21.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.
- 22. Award of Contract** 22.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 22.2 After publishing of award to contract, consultant required to submit a performance security at the rate indicated in date sheet.
- 22.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.
- 23. Confidentiality** 23.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

1.6	Expected date for commencement of consulting services March 31st, 2014
7.1	Proposals validity that shall be: 90 days after submission date of proposals.
8.1	Clarifications may be requested not later than five (05) days before the Submission date. The address for requesting clarifications is: Project Director, Special Package for Thatta and Sujawal Districts, Special Initiative Department, GoS, F-158/A-11, Block-5 Clifton, Karachi. Telephone: 021 – 99251236-7 E-mail: : hassanallymemon@hotmail.com
10	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
2.1	Short listed Consultants may associate with other short listed Consultants: No
9.2	Estimated Consultancy budget (Design & Construction Supervision Phases) in Pak Rupees 150 (million) including: Provisional sum for Geo-Technical Investigation - 3.0 million Provisional sum for Topographic Survey - 3.0 million Provisional sum for Supporting Staff - 3.5 million
11.2	The format of the Technical Proposal to be submitted is: FTP
11.2 (vi)	Training is a specific component of this assignment: No
12.1	List the applicable Reimbursable expenses. Reimbursable expenses are to be included by Consultants in Consultancy Services cost.
13.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Affirmative: <ul style="list-style-type: none"> <input type="checkbox"/> The Client will pay such taxes in behalf of the Consultant. <input type="checkbox"/> The Consultant will pay such taxes <input checked="" type="checkbox"/>
14.2	Consultant must submit the original and three (03) copies of the Technical Proposal and original of the Financial Proposal, separately in sealed envelopes.

o) Office Boy

Total points for criterion (iii): [60]

The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:

- | | |
|--------------------------------------|-------------|
| 1) General qualifications | [30%] |
| 2) Adequacy for the assignment | [60%] |
| 3) Experience in region and language | [10%] |
| Total weight: | 100% |

The minimum technical score required to pass is: 75 Points

The Key Staff must meet the following requirement

Sr. No	Team Leader	Experience (Year)		Minimum Qualification
		BSc	MSc	
1	Project Manager	25	15	Qualified Civil Engineer holding Bachelor and Master Degree or higher in relevant field
2	Chief Resident Engineer	25	15	Qualified Civil Engineer holding Bachelor and Master Degree or higher in relevant field
3	Principal Road Engineer	25	15	Qualified Civil Engineer holding Bachelor and Master Degree or higher in relevant field
4	Principal PHE Engineer	30	20	Qualified Civil Engineer holding Bachelor and Master Degree or higher in relevant field
5	Principal Architect	30	20	Qualified Architect holding Bachelor and Master Degree or higher in relevant field
6	Principal Landscape Architect	30	20	Qualified Architect holding Bachelor and Master Degree or higher in relevant field
7	Principal Contract Engineer			

Remuneration Type: Time Based

The single currency for price evaluation is: **Pak Rupees.**

17.3 The Weights given to the Technical and Financial Proposals are:

Technical = 80%
Financial = 20%

18.1 Expected date and address for contract negotiations: _____

22.2 Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee
Five percent (5%) of the Contract Amount.

5 Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.

Section 2. Technical Proposal - Standard Forms

[Comments in brackets] provide guidance to the Consultants for the preparation of their Technical Proposals; they should be deleted from the Technical Proposals to be submitted.]

Form TECH-1. Technical Proposal Submission Form.....	20
Form TECH-2. Consultant's Organization and Experience.....	21
A - Consultant's Organization.....	21
B - Consultant's Experience	22
Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PA	23
A - On the Terms of Reference	23
B - On Counterpart Staff and Facilities.....	24
Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment	25
Form TECH-5. Team Composition and Task Assignments	26
Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff	27
Form TECH-7. Staffing Schedule	29
Form TECH-8. Work Schedule	30

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually or as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of PA:	Total No of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	No of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

**FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS
OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES
TO BE PROVIDED BY THE PA**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the PA according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
 - b) Work Plan, and
 - c) Organization and Staffing,
- a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

**FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____
3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth**: _____ **Nationality**: _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]:

6. **Membership of Professional Associations**: _____
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:

8. **Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]:

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____
10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

<p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>PA: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

[Signature of staff member & authorized representative of the staff]


Date: _____
 Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE¹

No origin	Name of Staff	Staff input (in the form of bar chart) ²												Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
1	[Home]																	
2	[Field]																	
3		Not Applicable (NA)																
n																		
Local																		Subtotal
1	[Home]																	
2	[Field]																	
n																		
																		Subtotal
																		Total

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
  Part time input

FORM TECH-8. WORK SCHEDULE

Nº	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PA approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2. Duration of activities shall be indicated in the form of a bar chart.

Section 3.

Financial Proposal – Standard Forms

Section 3. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

Form FIN-1. Financial Proposal Submission Form	33
Form FIN-2. Summary of Costs	34
Form FIN-3. Breakdown of Costs by Activity ¹	35
Form FIN-4. Breakdown of Remuneration ¹	36
Form FIN-4. Breakdown of Remuneration ¹	37
Form FIN-5. Breakdown of Reimbursable Expenses ¹	38
Form FIN-5. Breakdown of Reimbursable Expenses	39
Appendix. Financial Negotiations - Breakdown of Remuneration Rates	40

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

¹ Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

² If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to

FORM FIN-2. SUMMARY OF COSTS

Item	Costs	
	<i>Indicate Foreign Currency</i>	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal ²	NA	

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs excluding local taxes to be paid by the PA in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ²	Description:		
Cost component	Costs		
	[Indicate Foreign Currency # 1]	[Indicate Foreign Currency # 2] ³	[Indicate Foreign Currency # 3]
Remuneration ⁴	NA	NA	NA
Reimbursable Expenses ⁵	NA	NA	NA
Subtotals	NA	NA	NA

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Special Initiative Department

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase): _____

Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	[Indicate Foreign Currency # 1] ⁶	[Indicate Foreign Currency # 2] ⁶	[Indicate Foreign Currency # 3] ⁶	[Indicate Local Currency] ⁶
Foreign Staff							
		[Home] [Field]					
Not Applicable (NA)							
Local Staff							
		[Home] [Field]					
							Total Costs

1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

4 Indicate separately staff-month rate and currency for home and field work.

5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form. Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the Special Initiative Department currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home]
		[Field]
Not Applicable (NA)		
Local Staff		
		[Home]
		[Field]

- 1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES¹

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase): _____								
N ⁰	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency # 1] ⁴	[Indicate Foreign Currency # 2] ⁴	[Indicate Foreign Currency # 3] ⁴	[Indicate Local Currency] ⁴
	Per diem allowances	Day						
	International flights ⁵	Trip				NA		
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip				NA		
	Use of computers, software							
	Laboratory tests.							
	Geotechnical Investigation							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PA's personnel ⁶					NA		
	Any Other Expenses not covered under above (provide list)							
Total Costs								

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA)

N ^o	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel ⁴		

1. Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2. Indicate unit cost and currency.
3. Indicate route of each flight, and if the trip is one- or two-ways.
4. Only if the training is a major component of the assignment, defined as such in the TOR.

APPENDIX. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

(Not to be used when cost is a factor in the evaluation of Proposals)

1. Review of Remuneration Rates

- 1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
- 1.2 The PA is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The PA is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) **Salary**

This is the gross regular cash salary paid to the individual in the firm's home office. It shall not contain any premium for work away from headquarters or bonus.

(ii) **Social Costs**

Social costs are the costs to the firm of staff's non-monetary benefits. These items include, inter alia, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm's leave policy is acceptable as a social cost.

(iii) **Cost of Leave**

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

1

Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

It is important to note that leave can be considered a social cost only if the PA is not charged for the leave taken.

(iv) Overheads

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The PA does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(v) Fee or Profit

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

(vi) Away from Headquarters Allowance or Premium

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads for profit.

(vii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members. Standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, compute rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. PA Guarantee

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a PA guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular payments in local and foreign currency, as long as the services proceed as planned.

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;
- (b) attached are true copies of the latest salary slips of the staff members listed;
- (c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

(Expressed in *[insert name of currency]*)

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ²
	Home Office								
	Field								

1. Expressed as percentage of 1
 2. Expressed as percentage of 4

Section 4.
Terms of Reference

Section 4. Terms of Reference.

1. The Government of Sindh, Special Initiative Department, has the objectives to provide basic civic amenities to the population of rural Sindh, to uplift the underdeveloped areas and reduce disparities between urban and rural Sindh, to improve the quality of life of the inhabitants by providing/improving basic infrastructure, to improve roads and transport linkages to provide upgraded supply chain for rural products carriage to markets and to ensure safe water supply, sanitation and health facilities to increase productivity and wellbeing of the population. The Government of Sindh, Planning and Development/Special Initiative Department has therefore decided for Improvement / Provision of Basic Civic Amenities in Thatta and Sujawal Districts.

Special Development Package for Improvement / Provision of Basic Civic Amenities in Thatta and Sujawal District.

2. The scope of work required for planning, designing and construction supervision services for the above mentioned schemes is outlined in this section of RFP.

3. **The Consultant**

The services will be provided by a consulting firm, joint venture or consortium of consulting firms to be appointed by Special Initiative Department /in accordance with the SPPRA 2010. The consultant will provide the staffing for carrying out the works in design phase and providing construction supervision services, as mentioned in this RFP. While preparing the proposals, the Consultant may propose alternate arrangements that, in their opinion will provide services of an equivalent quality. The final staffing will be adjusted to suit the actual procurement and implementation schedule.

4. **The Project**

Thatta City

The proposed rehabilitation and construction of transport and communication network around the city of Thatta shall achieve the following specific objectives:

1. Construction of 5.6 km dual carriageway from Makli to Thatta (N-5) Road, with footpaths, 2.0 m shoulder and 1.0 m inner shoulder.
2. Construction of 18.0 km Makli-Ghulamullah Road, with 6.1m carriage way, 2.0 m shoulder and 1.0 m inner shoulder.
3. Completion of 2.0 km of Shah Jehan Mosque Road (remaining portion) from mosque to the end of Thatta Bypass), with 2.0 m footpaths, 2.0 m shoulder and 1.5 m median.
4. Construction of 4.0 km road for connection of Thatta - Sujawal By Pass with N-5 (Thatta - Hyderabad section) to complete the By Pass of Thatta City.
5. Construction of Thatta – Shah Murad Road of 2.0 km vis Water Works.
6. Pavement of Thatta Inner Roads approximately 20 km.

Miscellaneous:

1. Provision of Solar Street light on all roads.
2. Betterment of Water Supply (with ultra filter plant).
3. Rehabilitation of Drainage (pipeline - material)
4. Urban Development (Beautification)

Five Towns (Bhagan, Garho, Ghorabari, Varr, Pir Patho)

The proposed improvement and provision of basic civic amenities in five towns shall achieve the following specific objectives:

1. Improvement and provision of Water Supply to 72,100 rft in five towns.
2. Improvement and provision of Drainage / CC Streets to 89,200 rft in five towns.
3. Construction and rehabilitation of Roads to 17km in five towns.
4. Provision of Shelter / Sun Shades along 9,280 rft in five towns.
5. Provision of 42 Public Toilets including 46 dustbins in five towns.
6. Installation of 400 Solar Street Lights in five towns.
7. Construction of 3,908 sq.ft for AC Office cum PMU in town of Ghorabari.
8. Installation of 1,800 Sign Boards in five towns.
9. Provision of 15 Waiting Shades / Bus Stops in towns of Bhagan, Ghorabari and Pir Patho.
10. Construction of 50,191 sq.ft for Health in towns of Bhagan, Garho, Varr and Pir Patho.
11. Construction of 16 Educational Institutes in five towns.
12. Construction of 5,904 sq.ft for Veterinary Centres in towns of Bhagan, Ghorabari and Varr.
13. Beautification of 5 recreational areas in five towns.
14. Construction of 18,000 rft Graveyards Boundary Walls in five towns.
15. Construction of 39,959 sq.ft for Mukhtarkar Office / House in towns of Bhagan and Ghorabari.
16. Construction of 24,495 sq.ft for Model Police Stations in towns of Bhagan, Garho and Varr.
17. Construction of 8,942 sq.ft for UC / TC Offices in towns of Bhagan, Garho and Varr.
18. Construction of 23,936 sq.ft for S.T.E.V.T.A in towns of Garho and Ghorabari.
19. Construction of 55,782 sq.ft for Eid Gahs / Worship Places in five towns.

Sujawal City

The proposed rehabilitation and construction of transport and communication network around the city of Sujawal shall achieve the following specific objectives:

- Rehabilitation of Sujawal-Badin Road upto 3.0 km
- Rehabilitation of Sujawal-Bathoro upto 3.0 km By Pass, by widening and improvement of 5m carriage way, with drains and footpaths.
- Pavement of Sujawal Inner Roads approximately 10 km.

Miscellaneous:

5. Provision of Solar Street light on all roads.
6. Betterment of Water Supply (with ultra filter plant).
7. Rehabilitation of Drainage (pipeline - material)
8. Urban Development (Beautification)

SR. NO	PROPOSED FACILITIES	UNIT	NAME OF CITY / TOWNS / UC							TOTAL UNITS
			BHAGAN	GARHO	GHORA BARI	VARR	PIR PATHO	THATT A	SUJAWAL	
1	Water Supply	rft	13,500	21,000	6,000	14,800	16,800	30,000	30,000	102,100
2	Drainage / CC Streets	rft	18,000	17,000	6,000	33,000	15,200	30,000	30,000	119,200
3	Roads including Footpaths	kms	2.80	4.20	2.53	4.96	2.47	51.60	16.00	69
4	Shelter / Sun Shades	rft	1,000	4,900	380	2,500	500	-	-	9,280
5	Public Toilets + Including 46 Dustbins	nos	8	8	10	6	10	-	-	42
6	Solar Energy Lights	nos	80	80	80	80	80	80	80	480
7	AC Office cum PMU	sq.ft	-	-	3,908	-	-	-	-	3,908
8	Sign Boards	nos	360	360	360	360	360	-	-	1,800
9	Waiting Shades / Bus Stops	nos	4	-	5	-	6	-	-	15
10	Health	sq.ft	26,500	19,401	-	2,940	1,350	-	-	50,191
11	Education	nos	3	4	3	4	2	-	-	16
12	Vetinary Centres	sq.ft	1,968	-	1,968	1,968	-	-	-	5,904
13	Beautification and Recreation	job	1	1	1	1	1	1	1	6
14	Graveyards Boundary Walls	rft	3,600	6,000	2,800	200	5,400	-	-	18,000
15	Mukhtiarkar Office / House	sq.ft	34,993	-	4,966	-	-	-	-	39,959
16	Model Police Stations	sq.ft	8,165	8,165	-	8,165	-	-	-	24,495
17	UC / TC Offices	sq.ft	3,238	2,466	-	3,238	-	-	-	8,942
18	S.T.E.V.T.A.	sq.ft	-	11,968	11,968	-	-	-	-	23,936
19	Eid Gahs / Worship Places	sq.ft	1,950	24,492	4,200	21,052	4,088	-	-	55,782

5. Scope of Services

A - Scope of Services for Planning, Design, Preparation of Tender Documents and Pre-Construction Services:

Broadly the consultants will provide detailed Engineering Design including improvement of geometrical design of existing roads.

5.1 Geographical Coverage

The planning exercise shall cover the entire area of District Thatta and Sujawal Khan.

5.2 Topographic Survey

The scope of topographic survey includes field survey and collection of field data in terms topography and all types of constructed embankments/surface dressed/carpeted roads, location of laid underground and overhead utilities and all other manmade features such as Residential, Commercial, Industrial, Public and Amenity Buildings, Poultry Farms, Sheds i/c other types of constructions etc as exists on the period of survey. The scope also includes procurement of record of villages, Poultry Farms, Kabuli/Private/Survey lands from BOR-Sindh, which shall be properly marked upon the topographic plan to its true location, dimensions and area.

- a. Establishment of control points
- b. Establishment of horizontal control through EDM traversing in the form of closed loop traverse with Survey of Pakistan
- c. Establishment of vertical control through BM leveling and check leveling using automatic instrument with Survey of Pakistan bench mark
- d. Survey shall include all manmade and natural physical features located within the project boundary
- g. The topo survey data and vertical profile shall be plotted at suitable scale. This data shall be AutoCAD compatible.

5.3 Geotechnical Investigations

Consultant will be responsible, through specialized geotechnical firm, for carrying out required geotechnical investigations for road & structures and utilities like water supply, sewerage, drainage and buildings.

5.4 Preparation Of Engineering Design of Sub-Projects

a. Roads / Streets and Footpaths

Tasks to be undertaken include but not limited to the following:

- Traffic Study
- Geometric Design
- Pavement Design
- Roadside Furniture Design
- Drainage Design
- Culverts / Bridge Design
- Relocation of Utility Lines.

Design Standards to be followed:

- Geometric Design: AASHTO (American Association of State Highway and Transportation Officials)
- Pavement Design: AASHTO (American Association of State

- Highway and Transportation Officials) and British Road Note 31.
- Material Testing: ASTM (American Society for Testing of Materials) and AASHTO (American Association of State Highway and Transportation Officials)
- Structures: ACI (American Concrete Institute) and AASHTO (American Association of State Highway and Transportation Officials)
- Seismic Design: AASHTO and Seismic Values Recorded in the Seismic Zone Map of Pakistan

b. Water Supply

Tasks to be undertaken include but not limited to the following:
Assessments:

- Assessment for Present Condition of Water Supply System
- Assessment for Present and Future Water Demand
- Assessment for Additional Water Supply
- Assessment for Water Treatment Facilities
- Assessment of Stages for Pumping, Reservoirs & Transmission System
- Sites Selection for Pumping Stations, Reservoirs & other Works
- Assessment for Electricity for Pumping Plant and other Electromechanical Requirements
- Assessment for Expansion Existing Storage & Pumping Capacities
- Assessment of Existing Distribution System and its Expansion

Design Work:

- Design of Transmission System
- Design of Water Treatment Plant
- Design for Improvement of Existing Water Distribution System
- Design of Water Distribution System for Extended Areas
- Design of Storage Reservoirs and Pumping Stations
- Selection of Electromechanical Equipment

c. Sanitation

Tasks to be undertaken include but not limited to the following:

- Assessment for Present Condition of Sanitation System
- Assessment for Flow of Sewage in Entire Area
- Assessment for Improvement of Existing Sewerage Collection System
- Assessment for Sewerage Collection System in Extended Areas
- Assessment for Sewage Treatment
- Assessment for Sewage Disposal

Design Work:

- Design of Sewerage Collection System
- Design for Improvement of Existing Sewerage Collection System
- Design of Sewerage Collection System for Extended Areas
- Design of Sewage Pumping Stations
- Selection of Electromechanical Equipment
- Design of Sewage Treatment Facility
- Design of Sewage Disposal System

Highway and Transportation Officials) and British Road Note 31.

- Material Testing: ASTM (American Society for Testing of Materials) and AASHTO (American Association of State Highway and Transportation Officials)
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- Assessment for Electricity for Pumping Plant and other Electromechanical Requirements
- Assessment for Expansion Existing Storage & Pumping Capacities
- Assessment of Existing Distribution System and its Expansion

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- Assessment for Sewage Disposal

Design Work:

- Design of Sewerage Collection System
- Design for Improvement of Existing Sewerage Collection System
- Design of Sewerage Collection System for Extended Areas
- Design of Sewage Pumping Stations
- Selection of Electromechanical Equipment
- Design of Sewage Treatment Facility
- Design of Sewage Disposal System

5. Scope of Services

A - Scope of Services for Planning, Design, Preparation of Tender Documents and Pre-Construction Services:

Broadly the consultants will provide detailed Engineering Design including improvement of geometrical design of existing roads.

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- a. Establishment of control points
- b. Establishment of horizontal control through EDM traversing in the form of closed loop traverse with Survey of Pakistan
- c. Establishment of vertical control through BM leveling and check leveling using automatic instrument with Survey of Pakistan bench mark
- d. Survey shall include all manmade and natural physical features located within the project boundary
- g. The topo survey data and vertical profile shall be plotted at suitable scale. This data shall be AutoCAD compatible.

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Consultant will be responsible, through specialized geotechnical firm, for carrying out required geotechnical investigations for road & structures and utilities like water supply, sewerage, drainage and buildings.

5.4 Preparation Of Engineering Design of Sub-Projects

a. Roads / Streets and Footpaths

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- Traffic Study
- Geometric Design
- Pavement Design
- Roadside Furniture Design
- Drainage Design
- Culverts / Bridge Design
- Relocation of Utility Lines.

Design Standards to be followed:

- Geometric Design: AASHTO (American Association of State Highway and Transportation Officials)
- Pavement Design: AASHTO (American Association of State

Standard Form of Contract

THIS CONTRACT ("Contract") is entered into this [insert starting date of assignment], by and between [insert PA "s name] ("the PA") having its principal place of business at [insert PA "s address], and [insert Consultant' s name] ("the Consultant") having its principal office located at [insert Consultant' s address].

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
- (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term

The Consultant shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

C. Payment Conditions

Payment shall be made in [specify currency], no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator

The PA designates Mr./Ms. [insert name] as PA's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

B. Timesheets

During the course of their work under this Contract the Consultant's employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.

documents prepared by the Consultant in the performance of the Services,
Full cost to be incurred on the reproduction of any such document.

3.7 (b)

Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:

The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.

6.1

Bid Security shall be submitted equivalent to 1 % of the Consultancy services cost. Bid security shall be placed with financial proposal in sealed envelope.

Performance security shall be 5% of contract amount

6.3

The amount in Pak Rupees [insert account].

6.5

The accounts are:

for local currency: [insert account]

Payments shall be made according to the following schedule:

A Design Phase

- (a) Fifteen (15) percent of the Design Contract Price shall be paid on the submission of Inception Report.
- (b) Thirty five (35) percent of the Design Contract Price shall be paid upon submission of tender documents for first priority packages (maximum 50 % of the Contract length), provided by PA.
- (c) Twenty (20) percent of the Design Contract Price shall be paid upon submission of tender documents for 100 % completion of contract length.
- (d) Fifteen (15) percent of the Design Contract price shall be paid upon submission of the draft final report.
- (e) Fifteen (15) percent of the Design Contract price shall be paid upon approval of the final report.

B Construction Supervision Phase

Consultants' invoices shall be paid in every month as per the input (remuneration and out of pocket expenses) made during the month

8.2

Disputes shall be settled by Complaint Redressal Committee define in SPPR 2010 or through arbitration Act of 1940 in accordance with the following provisions:
The Arbitration shall take place in Karachi.

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

- Number of GC Clause** Amendments of, and Supplements to, Clauses in the General Conditions of Contract
- 1.1** Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
- 1.3** The language is English.
- 1.4** The addresses are: :
- Procuring Agency : _____
- Attention : _____
- Facsimile : _____
- E-mail : _____
- Consultant : _____
- Attention : _____
- Facsimile : _____
- E-mail : _____
- {1.6}** {The Member in Charge is [insert name of member]}
- Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.
- 1.7** The Authorized Representatives are:
- For the PA: : _____
- For the Consultant: : _____
- 1.8** As per RFP
- 2.2** The date for the commencement of Services is [insert date].
- 2.3** The time period shall be [insert time period, e.g.: twelve months, eighteen months].
- 3.4** The risks and the coverage shall be as follows:
- (a) Third Party liability insurance, with a minimum coverage of **PKR 200,000/- per occurrence**;
- (b) Professional liability insurance, with a minimum coverage of **PKR 150 millions**.
- (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; **PKR 600,000 per occurrence in case of death and PKR 150,000/- in case of injury**.
- (d) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, **Full Replacement Cost** (ii) any

corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.

5.3 Services and Facilities

The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

6.1 Security

The consultant has to submit bid security and the performance security at the rate mention in SC.

6.2 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.3 Contract Price

The price payable in Pak Rupces/foreign currency/ is set forth in the SC.

6.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lumpsum price is provided in Appendices D and E.

6.5 Terms and Conditions of Payment

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

7.1 Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Resolution

Any dispute between the Parties as to matters arising pursuant to this Contract that 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 specified in the SC.

**3.7 Documents
Prepared by the
Consultant to be the
Property of the PA**

- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

**3.8 Accounting,
Inspection and Auditing**

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

**4.1 Description of
Personnel**

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the PA.

**4.2 Removal and/or
Replacement of
Personnel**

- (a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the PA

**5.1 Assistance and
Exemptions**

The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

**5.2 Change in the
Applicable Law Related
to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

The Consultant shall hold the PA's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant 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 Consultant 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 payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (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 PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring PA's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C, and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PA the reports and documents specified in hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 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.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant 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 purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- a. If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- b. Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment overdue.
- c. If, as the result of Force Majeure, the Consultant is unable perform a material portion of the Services for a period of not less than sixty (60) days.
- d. If the PA fails to comply with any final decision reached as result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

On termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant:

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

1.7 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.

1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

1.9 Fraud and Corruption

If the PA determines that the Consultant and/or its Personnel, subcontractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

Any personnel of the Consultant, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 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

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 Sindh Public Procurement Act, there-under Rules 2010.
- (b) "Procuring Agency PA" means the implementing department which signs the contract.
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing 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 is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

- viii. Tender Documents (Condition of Contracts package. Specifications, Tender Drawings and Bill of Quantities)... 10 copies of each contract
- ix. Engineer's Estimates.....3 copies

Note: The electronic versions of all documents will be provided to Employer.

(b) Pre-Construction Phase

- i. Pre qualification documents of contractors..... 40 copies
- ii. Prequalification Evaluation Report.....3 copies
- iii. Bid Evaluation Report..... 3 copies

(c) Construction Supervision Phase

- i. Monthly Progress Report..... 3 copies

(d) Post- Construction Phase

- i. Project Completion Report (upon completion.....3 copies of DLP period with Consultants).

FACILITIES DURING SUPERVISION CONSTRUCTION PHASE

The Client will provide the following inputs and facilities:

- i) The Administrative facilities in performing the services.
- ii) Documents related to the project available in the Department / Authority.
- iii) The Consultant's Team leader (The Engineer) and Contract / Procurement Engineer and his support staff will be stationed at Karachi and their office, accommodation / housing, furnishing equipment and running cost of utilities including transportation with POL and maintenance will be financed under the Consultancy Contract Agreement.
- (iv) The rental cost for site offices and accommodations / housing for construction supervision residential staff will be financed through Civil Work Contract.
- (v) The furnishing, equipment and running cost of utilities for Consultants supervision staff site offices and housing / accommodations will be financed through Civil Work Contract.
- (vi) Transportation of the Consultants supervision staff with POL and maintenance will be financed through Civil Work Contract.
- (vii) Material testing laboratories (central and field) including furnishing, equipment, their maintenance and utilities will be provided through Civil Work Contract.
- (viii) Survey Equipments including maintenance will be provided through Civil Work Contract.

ADDITIONAL SERVICES

If required to do so by the Employer, the Consultant shall provide additional services which include the following, as appropriate:

- i. Advise the Employer with respect to carrying out the work following an appeal to arbitration or litigation to the works.
- ii. Services other than these and other than minor extras which do not materially affect the scope of the Consultant's agreement will be authorized by the Employer at rates and under conditions to be mutually agreed.

13	Structural Engineer	2	3
14	Electrical Engineer	1	3
15	Traffic Engineer	1	2
16	Survey Engineer	1	3
17	Material Engineer	2	3
18	Contract Engineer	1	2
19	Senior Quantity Surveyor	1	3
20	Quantity Surveyor	2	3
	Sub-Total	30	58

Construction Phase

While construction packaging will be identified, subsequent to contract packaging, it is envisaged that the Team of Construction Supervision Consultant shall have the following professionals and supporting indicative staff for entire duration of 21 months for contracts 1 and 2.

(c) Supervision Team:

S.#	Position	Qty.	Man-Month
1	Resident Engineer Roads / Beautification	2	12
2	Resident Engineer PHE	2	12
3	Resident Engineer Building	2	12
4	ARE Roads / Beautification	2	12
5	ARE PHE	2	12
6	Material Engineer	2	12
7	Inspector Roads	4	12
8	Inspector PHE	4	12
9	Inspector Building	4	12
10	Surveyor	4	12
11	Survey Helper	8	12
12	Lab Technician	4	12
13	Lab Helper	8	12
14	Cook	2	12
15	Office Boy	4	12
	Sub-Total	54	180

7. Project Deliverables

All reports documents prepared by the Consultants shall be professionally precise and objective. The report formats shall be finalized in consultation with the Employer. The consultants shall provide specified number of copies / sets of the following reports and / or documents to Employer, which may be varied as per requirements:

(a) Design Phase

- ii. Inception report..... 3 copies
- iii. Site Survey and Investigation Report..... 3 copies
- iv. Draft Final Design Report..... 2 copies
- v. Final Design Report..... 3 copies
- vi. Revised PC-1 Document..... 10 copies
- vii. Economic Analysis Report..... 3 copies

- Examine and propose for smooth supply of water during the course of construction.
- Must carefully check for safe and sound execution of the project.
- Ensuring protection of all utility services of various utility departments.
- Preparation of final inspection report of the project after expiry of maintenance period.

9. Project Implementation Schedule

It is envisaged that the design and construction supervision phases for the above mentioned contracts shall be as follows:

- (a) Design Phase i/c pre-construction activities 03 Months
- (b) Construction Phase 12 Months
- (c) Post Construction Phase (DLP) 03 Months

6. Project Staffing Requirements

The Consultant is expected to provide the following personnel for the time periods for different assignments (Design and Construction Phases), as indicated in sub head 5 above.

Design Phase

(a) Managerial Team:

S.#	Position	Qty.	Man-Month
1	Project Manager	1	15
2	Chief Resident Engineer	1	15
3	Principal Road Engineer	1	3
4	Principal PHE Engineer	1	3
5	Principal Architect	1	3
6	Principal Landscape Architect	1	3
7	Principal Contract Engineer	1	3
	Sub-Total	07	45

(b) Design Team:

S.#	Position	Qty.	Man-Month
1	Senior Architect	2	3
2	Architect	2	3
3	Landscape Architect	1	3
4	Infrastructure Planner	1	3
5	Senior Highway Design Engineer	2	3
6	Highway Engineer	2	3
7	Pavement Engineer	1	3
8	Senior Water Supply Engineer	1	3
9	Water Supply Engineer	2	3
10	Senior Sanitation & Drainage Engineer	2	3
11	Sanitation & Drainage Engineer	2	3
12	Senior Structural Engineer	1	3

District Government Thatta and Sujawal.

- Assisting the contractor in preparing any drawings for the satisfactory execution / construction of the work, including those made necessary as a result of any modification and / or alterations in the original design and drawings as provided in the contract.
- Assisting the Contractor in selection of material and its testing. This work should be supervised in the presence of Consultant's representative or if considered necessary it will be jointly supervised by the consultant's and client's representatives.
- Making recommendations to District Government Thatta and Sujawal and issuing instructions, with the approval of District Government Thatta and Sujawal to Contractor on the extent of special inspections and testing required and to be carried out in connection with the construction of the work.
- Comparing actual progress with scheduled progress and advising District Government Thatta and Sujawal of any developments threatening the delay in completion, recommending any necessary actions to District Government Thatta and Sujawal to be taken to facilitate timely completion of Project.
- Checking that the contractor fulfils his obligations generally and particularly in respect of the proper implementation of the works within the time schedule agreed upon by the District Government Thatta and Sujawal and the contractor.
- Performing all duties as necessary and incidental to satisfactory execution and completion of the work with the approval of District Government Thatta and Sujawal.
- Ensuring upon completion of the work, that the Contractor provides such records and maintenance manual as are necessary for the operation and maintenance of the work.
- Preparing a project completion report. To evaluate the actual project implementation against the planned implementation.
- Issuing certificate of satisfactory completion of all stages of work.
- Advisory services during maintenance period; carrying out inspection at the end of the period of maintenance and issuing the maintenance certificate.
- Checking, verifying and certifying As-built drawings prepared and submitted by the Contractor.
- Checking, verifying and certifying that the work is done according to Project Specifications.
- Providing such staff on the site as the Consultants, as shall consider necessary to satisfy themselves as to check / enhance the performance of the Contractors, and to make sure that the works are executed generally according to the contract specifications and otherwise in accordance with good engineering practice.
- Giving all necessary instruction to the Contractors provided that the Consultants shall not without the prior approval of District Government Thatta and Sujawal, give any instructions which in the opinion of the Consultants are likely to substantially increase the cost of works.

- To check and confirm the established quality control measures during construction, including selection and use of construction materials in accordance with the specifications.
- Checking that the construction of Contract is carried out in accordance with the latest design drawings and contract documents.
- Suggesting substitute materials, wherever any material is not available and working out the cost of such materials the credits to be allowed in favour of District Government Thatta and Sujawal and adjustments in design if necessary due to such substitutions shall be made with the prior approval of District Government Thatta and Sujawal.
- Examination and approval of Scheme for Casting –and non-structural members.
- Documentation and correspondence with the contractor.
- All aspects of Quality assurance (including load testing. Quality control tests) for various components of works, as specified and directed.
- Verification of running bills of the contractor for payment. Checking bills and variation orders, if any within seven days of the submission by the Contractor.
- Checking or correct marking / layout on the ground of the designed work in relation to benchmark and base line.
- Preparing fortnightly progress reports with bar charts and diagram indicating physical progress achieved by the Contractor against the target etc. Consultant shall submit 5 copies of the report District Government Thatta and Sujawal.
- Checking that the contractor fulfills his obligations generally and particularly in respect to the proper implementation of the time schedule agreed upon by the District Government Thatta and Sujawal and the Contractor.
- Initiating variations and instructions relating to the work with the approval of the employer. The Consultants shall give written intimation to the District Government Thatta and Sujawal about defects and deficiencies found in the work, observed during its supervision and instructions shall be issued to contractor for rectification of such works to the satisfaction of consultant and the employer.
- The Consultant shall review and approve shop drawings (including the reinforcement bending schedule) and other submissions of the contract only for conformity with design concept of the work and for compliance with the information given in the tender documents.
- The Contractor must submit the programme of work when the contract is awarded as per relevant clauses of his contract document. This programme of work shall be vetted by the consultants and on their recommendation the same shall be approved by the District Government Thatta and Sujawal. The Consultant will then review the progress of the work periodically, in the light of the approved programme.
- Ensuring Implementation of work in accordance with the structural design and drawings approved by the competent authority and in conformity with the specifications laid down.
- Suggestion and advice, as and when required during the project, protecting the interest of

- Project Description
- Baseline Data
- Impacts Matrix
- Analysis of Alternatives
- Mitigation Measures
- Identification of Stakeholders and Stakes and Impacts
- Socio-economic Analysis

5.6 Preparation of PC – I

The Consultant shall prepare PC-I for the proposed project including economic analysis on prescribed proforma of PC-I.

5.7 Preparation of Detailed Design

Consultant will prepare Detailed Design of all Components / sub-projects under the assignment based on Engineering Design Report, approved by District Government Thatta and Sujawal.

5.8 Preparation Tender Document

Tender Documents shall comprise of the following:

a. Volume-I

- Instructions to Bidders
- Conditions of Contract (Part-I) General Conditions
- Conditions of Contract (Part-II) Conditions of Particular Application
- Format and Appendices

b. Volume-II

General Specifications

c. Volume-III

Tender Drawings

5.9 Construction Drawings

The Consultant shall prepare construction drawings in a clear concise and uniform manner in digital format and shall submit final copy of complete drawing after approval of District Government Thatta and Sujawal.

B - Scope of Services for Detailed Construction Supervision

The consultants shall undertake construction supervision of the project and allied works up to completion including maintenance period and will maintain sufficient and duly qualified staff to do so. He will ensure quality control, project monitoring, financially as well as technically in the interest of District Government Thatta and Sujawal. As a minimum the services will include as under:

- Establishing criteria for testing of steel and other construction materials before start of each work so that they shall conform to the design requirement and specifications and enforcement of the same on every stage of work.

d. Storm Water Drainage

Tasks to be undertaken include but not limited to Study of Entire Area for Assessment of Storm Water Runoff patterns, Collection of Rainfall Data and Assessment of Peak Flow based on High Intensity Rain. Task will also include preparation of Engineering Design of Storm Water Drainage System in order to provide adequate facility for catering Storm Water Runoff in the area without stagnating.

Design Standards to be followed for Water Supply, Sanitation and Storm Water Drainage Systems

- Design of Water Supply, Sanitation and Storm Water Drainage Systems: AWWA (American Water Works Association) / World Health Organization / WHO (World Health Organization)
- Material Testing: ASTM (American Society for Testing of Materials)
- Structures: ACI (American Concrete Institute)
- Seismic Design: AASHTO and Seismic Values Recorded in the Seismic Zone Map of Pakistan

e. Architectural and Structural Design of Buildings

Tasks to be undertaken include Architectural & Structural Design of following Buildings

- AC Office cum PMU
- Health Buildings
- Educational Buildings
- Veterinary Centres
- Graveyard Boundary Walls
- Mukhtiarkar Office / House
- Model Police Station
- UC / TC Offices
- S.T.E.V.T.A.
- Eid Gah / Worship Places

f. Streetscape Design

- Shelter / Sun Shades
- Public Toilets
- Solar Energy Lights
- Sign Boards
- Waiting Shades / Bus Stops

g. Green Areas / Parks and Landscape

Tasks to be undertaken include but not limited to the following:

- Recreation - Development of Parks / Green Areas
- Provision of Recreational Facilities
- Beautification - Soft and Hard Landscaping along the Existing and Proposed Road Network

5.5 Environmental and Social Assessment

Environmental and Social Assessment studies are required to be carried out for the entire project. The environmental and social aspects will be integrated into all stage of the project i.e. planning, design, preconstruction, construction and post construction and may include but not limited to the following: