

**SPPRA REQUEST FOR PROPOSALS
DOCUMENT
SELECTION OF CONSULTANT**



Sindh Public Procurement Regulatory Authority

24th September 2014

Foreword

This Standard Request for Proposals is applicable to consultant assignments by the procuring agencies of Sindh province whose legal agreement makes reference to the Sindh Public Procurement Rules, 2010

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Preface

1. This document Standard Request for Proposals(SRFP)is to be used for various selection methods described in the SPPR 2010.
2. Before preparing an RFP,the procuring agency/user must be familiar with the SPPR 2010, and Rule No 72
- 3.RuleNo72(1)shallbeadoptedforassignmentsofstandardorroutinenaturewherewell-establishedpractices andstandards exist.
- 3.IncaseRuleNo72(1)is not to be used ,asthe assignmentisnotanstandardorroutinenature, andstandardsandpracticesarenotwell-established,andprocuringagency chosesother method ofselectionaccordingtoRuleNo72(2),(3),(4),(5),and(6),thereasonshallberecorded in writingbythe competentauthority, andalsosento SPPRA with RFP.
4. The SRFP includes a standard Letter ofInvitation,standardInstructionstoConsultants,Terms ofReference,andastandardFormofContract. ThestandardInstructiontoConsultants andthe standard General Conditions of Contract may not be modified under any circumstances. However, theDataSheetand theSpecial Conditions of Contract maybeused to reflect particular assignment conditions.

DRAFT

Section1.LetterofInvitation

Letter of Invitation

No.RSU/PROC./PMIU / 1 (1) 2014-15;

Karachi dated:, 2014

M/S

M/S

M/S

M/S

M/S

M/S

Dear Mr. / Ms.:

1. The Project Management and Implementation Unit under Education & Literacy Department, Government of Sindh (hereinafter called "Procuring Agency") now invites proposals to provide the following consulting services: For engaging Architecture & Engineering Consulting Firm(s) for **Need Verification, Detailed Architectural & Engineering Design, Engineering Estimates, Preparation Of Pc-1 & Tender/Bidding Documents & Ex-Post Procurement Review**. More details on the services are provided in the Terms of Reference.
2. This Request for Proposal (RFP) has been addressed to the following shortlisted/pre-qualified/interested Consultants:

M/S

M/S

M/S

M/S

M/S

M/S

3. It is not permissible to transfer this invitation to any other firm.
4. A firm will be selected under QCBS and procedures described in this RFP, in accordance with the SPPRA 2010.
5. The RFP includes the following documents: Section 1 -
Letter of Invitation
Section 2 - Instructions to Consultants (including Data Sheet)
Section 3 - Technical Proposal-Standard Forms
Section 4 - Financial Proposal-Standard Forms
Section 5 - Terms of Reference
Section 6 - Standard Forms of Contract

Please inform us in writing at the following address *in writing* at **Project Management Implementation Unit (PMIU) SECTION OFFICER (DEVELOPMENT) 3rd Floor, Old KDA Building Sindh Secretariat, education and Literacy Department, Sindh Karachi ,021-99211180**

;, upon receipt:

- (a) *that you received the Letter of Invitation; and*
- (b) *whether you will submit a proposal alone or in association.*

Yours sincerely,

**Project Management Implementation Unit (PMIU)
SECTION OFFICER DEVELOPMENT
3rd Floor, Old KDA Building Sindh Secretariat,
Education and Literacy Department, Sindh Karachi
021-99211180**

Section2.InstructionstoConsultants

Instructions to Consultants

Definitions

- (a) “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
- (b) “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.
- (c) “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) “Day” means calendar day including holiday.
- (f) “Government” means the Government of Sindh.
- (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) “Proposal” means the Technical Proposal and the Financial Proposal.
- (j) “RFP” means the Request for Proposal prepared by the procuring Agency for the selection of Consultants.
- (k) “Sub-Consultant” means any person or entity to whom the Consultants subcontract any part of the Services.
- (l) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 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 the procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 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.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

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.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than

consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

- (ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.
- (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Procuring Agency's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved.

Conflicting Relationships

- 3.2 Government officials and civil servants may be hired as consultants only if:
- (i) They are on leave of absence without pay;
 - (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
 - (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

It is Government's policy that Consultants under the contract(s), observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public Procurement Rules 2010 which defines:

“corrupt and fraudulent practices” include the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any factor or omission, including misrepresentation, that knowingly or recklessly misleads or attempts to mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR 2010, “The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such

- barring actions shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.
- 5. Integrity Pact** Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex- A)
- 6. Eligible Consultants**
- 6.1 If shortlisting process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR 2010 for the Contract(s) for which these RFP documents are being issued, those firms – in case of Joint Ventures with the same partner(s) and Joint Venture structure – that had been pre-qualified are eligible.
- 6.2 Shortlisted consultant emerging from request of expression of interest are eligible.
- 7. Eligibility of Sub-Consultants** A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.
- 8. Only one Proposal** Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposal shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.
- 9. Proposal Validity**
- 9.1 The Data Sheet indicates Proposal validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultant 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 extensions 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, who 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.
- 9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be

less than one percent and shall not exceed five percent of bid amount).

10. Clarification and Amendment in RFP Documents

10.1 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 opening 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.

10.2 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.

11. Preparation of Proposals

11.1 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.

11.2 The estimated number of professional staff months or the budget required for executing the assignments 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.

12. 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.

13. Technical Proposal Format and Content

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

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-

- consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii) 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. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
 - (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
 - (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical conditions.
 - (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
 - (iv) CVs recently signed by the proposed professional staff and the authorized representatives submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last (PA _____ may give number of years as per their requirement) years.
 - (v) Estimates of the total staff input (professional and support

staff; staff time) needed to carry out the assignment, supported by a bar chart diagram showing the time proposed for each professional staff team member (Sections 3E and 3G).

- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
- (vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively, the Consultant may provide their own list of costs. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

15. Taxes

15.1 The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.

16. Submission, Receipt, and Opening of Proposals

16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.

16.2 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.

16.3 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 (if required under the selection method indicated in the Data Sheet)

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.

- 16.4 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 despatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission. .

17. Proposal Evaluation

- 17.1 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.

18. Evaluation of Technical Proposals

- 18.1 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 points systems 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.

In the case of Quality-Based Selection, Selection Based on Consultant’s Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

Public Opening and Evaluation of Financial Proposals: (LCS , QCBS, and Fixed Budget Selection Methods Only)

- 18.2 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.

19. Evaluation of Financial Proposals

19.1 Financial Proposal 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. Copy of the record shall be sent to all Consultants.

19.2 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 former will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 In case of **Least Cost Selection (LCS) Method**, the bid found to be the lowest evaluated bid shall be accepted.

19.4 **In case of Quality and Cost Based Selection (QCBS) Method** the lowest evaluated Financial Proposal (F_m) will be given the maximum financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t \times T\% + S_f \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

- 20. Negotiations** 20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 21. Technical negotiations** 21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.
- 22. Financial negotiations** 22.1 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 4 (i.e. Financial Proposal-Standard Forms of this RFP).
- 23. Availability of Professional staff/experts** 23.1 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 assurance 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 it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitutes 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.

24. Award of Contract

24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days of the award of contract, the 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 quantities or schedule of requirements, as the case may be.

24.2 After publishing of award of contract, the consultant is required to submit performance security at the rate indicated in the Data Sheet.

24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

25. Confidentiality

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.

Data Sheet

1.1	Name of the Assignment is: PROCURMENT OF CONSTRUCTION FIRMS AND SUPERVISION OF SCHOOL CONSTRUCTION WORKS IN SINDH The Name of the PA's official (s): Mr. Rehan Baloch Project Director Project Management Implementation Unit (PMIU) SECTION OFFICER DEVELOPMENT 3rd Floor, Old KDA Building Sindh Secretariat, Education and Literacy Department, Sindh Karachi 021-99211180
1.2	The method of selection is: <u>QCBS</u> The Edition of the Guidelines is: <u>2010</u>
1.3	Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (in a sealed envelope)
1.4	The PA will provide the following inputs and facilities: - SERP – II Guidelines/TOP agreement with districts - Relevant documents/information/school data/reports - Provisional Core List of Priority Primary/Secondary Schools (P-CLIPPSS) prepared by districts - Environmental & Social Framework (ESMF-II) - PC-I documents, Complete Tender/Bidding Documents including Design Drawings & Specifications - Any other administrative order/directives, rules/regulations as and when required in order to facilitate the coordination work with district governments Prototype design prepared under the Environmental and Social Management Framework - Sitting Guidelines for the Schools prepared by PMIU - Hazardous Mapping of Sindh with the assistance of World Bank and other related documents
1.5	The Proposal submission address is: Project Management Implementation Unit (PMIU) SECTION OFFICER DEVELOPMENT 3rd Floor, Old KDA Building Sindh Secretariat, Education and Literacy Department, Sindh Karachi 021-99211180 Proposals must be submitted no later than the following date and time: , 2014

1.6	<p>Expected date for commencement of consulting services 01st Dec, 2014 At : Sindh</p>
9.1	Proposals validity that shall not be more than 90 days.
10.1	<p>Clarifications may be requested not later than <u>one week/7 days</u> before the submission date. The address for requesting clarifications is: Project Management Implementation Unit (PMIU) SECTION OFFICER DEVELOPMENT 3rd Floor, Old KDA Building Sindh Secretariat, Education and Literacy Department, Sindh Karachi 021-99211180 Facsimile: <u>+ 92 – 21 -</u> _____ Email _____</p>
12	<p>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.</p>
6.1	<p>Shortlisted Consultants may associate with other shortlisted Consultants: Yes <input checked="" type="checkbox"/> _____ No _____</p>

13.1	The format of the Technical Proposal to be submitted is: FTP <input checked="" type="checkbox"/> , or STP _____
13.2(vii)	<p>Training is a specific component of this assignment: Yes <input checked="" type="checkbox"/> No _____</p> <p>Holding consultation workshops with the District Government and contractors to improve the capacity building, brief standard protocols and procedures to be followed in project implementation, Bring improvement in project management & procurement practices, Bring improvement in construction quality and adopted latest tools & technologies.</p> <p>The workshops will be conducted on need basis in districts after consultation with PMIU, the venue will be arranged by PMIU and all necessary arrangements will be done by consultancy firm.</p>
14.1	<p><i>[List the applicable Reimbursable expenses in foreign and in local currency. A sample list is provided below for guidance: items that are not applicable should be deleted, others may be added. If the PA wants to define ceilings for unit prices of certain Reimbursable expenses, such ceilings should be indicated in this Section]</i></p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communicationssuch as the use of telephone and facsimile required for the purpose of Consulting Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services; (6) cost of printing and dispatching of the reports to be produced for Consulting Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing.

15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable <input checked="" type="checkbox"/> _____ :
6.3	Consultants to state local cost in the national currency (in case of ICB only): Yes <input checked="" type="checkbox"/> _____ No <input type="checkbox"/> _____
16.2	Consultant must submit the original and <u>3</u> copies of the Technical Proposal, and the original of the Financial Proposal in a sealed envelope.
13.1	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: <u>Points</u></p> <p>(i) Specific experience of the Consultants relevant to the assignment: [10]</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>a) Technical approach and methodology [25] b) Work plan [10] c) Organization and staffing [10]</p> <p>Total points for criterion (ii): [45]</p> <p>iii) Key professional staff qualifications and competence for the assignment:</p> <p>a) Project Manager (Masters in Construction & Project Management or MBA, BE-Civil Engineering registered with PEC's, having 15+ years of experience of managing construction projects of diversified nature) [15] b) Procurement/Contract Engineers (Masters or MBA, BE in Civil Engineering, with 10 years of procurement/contract management experience) [10] c) Environmental Engineer (MS Environmental Engineering and BE Civil along with Minimum 05 years of experience of executing in environmental sector, supervising of water and sanitation facilities) [10] d) Resident Engineers (Masters in Construction & Project Management or MBA, Bachelors in Civil Engineering registered with PEC's, having 7+ years of experience of managing construction projects) [10]</p> <p>Total points for criterion (iii): [45]</p> <p>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:</p> <p>1) General qualifications [30%] 2) Experience and Adequacy for the assignment [60%] 3) Experience in region and language [10%] Total weight: 100%</p> <p>The minimum technical score St required to pass is: <u>70</u> Points</p> <p>Remuneration Type Time Based: The single currency for price conversions is: PKR</p>

Section 2. Information to Consultants – Data Sheet

20.1	Expected date and address for contract negotiations: , <u>2014</u>
24.2	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee of 2%
25.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which “Sf” is the financial score, “Fm” is the lowest price, and “F” the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 70 % and;</p> <p>P = 30 %</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following:</p> <p>$S = St \times T\% + Sf \times P\%$.</p>
26.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.

Section 3. Technical Proposal-Standard Forms

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

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

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FORM TECH-1. TECHNICAL 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 Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the Data Sheet.

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 [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

2 [Delete in case no association is foreseen.]

For FTP Only

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: _____

For FTP Only

**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

(For small or very simple assignments the PA should omit the following text in *Italic*)

[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 the consulting engineers shall explain 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 plans 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.

c) 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-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

	Professional Staff				
Name of Staff	Firm	PEC Registration Number (Engineers)	Area of Expertise	Position Assigned	Task Assigned

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 others specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____

6. **Membership of Professional Associations/ Pakistan Engineering Council Registration Number :** _____

7. **Other Training** [Indicate significant trainings 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 members since graduation, giving for each employment (see form at here below): dates of employment, name of employing organization, positions held.]:

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

Employer:

Positions held: _____

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[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.]

Name of assignment or project: Year: Location: PA:

Main project features: Positions held:

Activities performed: _____

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 or authorized representative of the staff] Date: _____
Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign																	
1		[Home] [Field]															
2																	
3																	
n																	
													Subtotal				
Local																	
1		[Home] [Field]															
2																	
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

N°	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 benchmarkssuch 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 4. Financial Proposal-Standard Forms

[Comments in brackets[] provide guidance to the shortlisted 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.]

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Form FIN-3. Breakdown of Costs by Activity ¹	35
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Form FIN-4. Breakdown of Remuneration ¹	38
Form FIN-5. Breakdown of Reimbursable Expenses ¹	39
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Appendix. Financial Negotiations-Breakdown of Remuneration Rates.....	42

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 be paid by us to agents relating to this Proposal and Contract execution."

FORMFIN-2. SUMMARYOFCOSTS

Item	Costs	
	<i>Indicate Foreign Currency</i>	<i>Indicate Local Currency</i>
Total Costsof FinancialProposal ²		

- 1 Indicatebetweenbracketsthennameoftheforeigncurrency.Maximumofthreecurrencies;useas manycolumnsasneeded,anddeletetheothers.
- 2 IndicatethetotalcostsexcludinglocaltaxestobepaidbythePAineachcurrency..SuchtotalcostsmustcoincidewiththesumoftherelevantSubtotals indicatedinallFormsFIN-3providedwiththeProposal.

FORMFIN-3. BREAKDOWNOF COSTSBYACTIVITY¹

GroupofActivities (Phase):² <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>	Description:³ <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>			
	Costs			
Costcomponent	<i>[Indicate Foreign Currency#1]⁴</i>	<i>[Indicate Foreign Currency#2]⁴</i>	<i>[Indicate Foreign Currency#3]⁴</i>	<i>[Indicate Local Currency]</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

- 1 FormFIN-3shallbefilledatleastforthewholeassignment.Incasesomeoftheactivitiesrequiredifferentmodesofbillingandpayment(e.g.:the assignmentisphased,andeachphasehasa differentpaymentschedule),theConsultantshallfilla separateFormFIN-3foreachgroupofactivities.For eachcurrency,thesumofthe relevantSubtotalsofallFormsFIN-3providedmustcoincidewiththeTotalCostsofFinancialProposalindicatedinForm FIN-2.
- 2 Namesofactivities(phase)shouldbethe sameas,orcorrespondtotheonesindicatedinthe secondcolumnofFormTECH-8.
- 3 ShortdescriptionoftheactivitieswhosecostbreakdownisprovidedinthisForm.
- 4 Indicatebetweenbracketsthe nameofthe foreigncurrency.Use the same columnsand currenciesofFormFIN-2.
- 5 Foreachcurrency,RemunerationandReimbursableExpensesmustrespectivelycoincidewithrelevantTotalCostsindicatedinFormsFIN-4,andFIN-5.

FORMFIN-4. BREAKDOWNOF REMUNERATION¹

(ThisFormFIN-4 shallonlybe used whenitisindicated in ReferenceParagraph5.6 ofthe Data Sheet thatremuneration shallbeTime Based)

GroupofActivities (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	[IndicateLocal Currency] ⁶
Foreign Staff							
		[Home]					
		[Field]					
Local Staff							
		[Home]					
		[Field]					
Total Costs							

¹ FormFIN-4shallbefilledforeachoftheFormsFIN-3provided.

² ProfessionalStaffshouldbeindicatedindividually;SupportStaffshouldbeindicatedpercategory(e.g.:draftsmen,clericalstaff).

- 3 PositionsofProfessionalStaffshallcoincidewiththeonesindicatedinFormTECH-5.
- 4 Indicateseparatelystaff-monthrateandcurrencyfor homeand field work.
- 5 Indicate,separatelyfor homeand field work,thetotalexpectedinputofstaffforcarryingoutthegroupof activitiesorphaseindicatedintheForm.
- 6 Indicatebetweenbrackets thenameoftheforeigncurrency.Use the samecolumnsandcurrenciesofForm FIN-2.Foreachstaffindicatetheremunerationinthecolumnoftherelevantcurrency,separatelyfor homeand field work.Remuneration= Staff-monthRate \times 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 remunerations shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payment to the Consultant for possible additional services requested by the PA)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home] [Field]
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.

FORMFIN-5. BREAKDOWNOF REIMBURSABLEEXPENSES¹

(This Form FIN-5 shallonlybeused when itis indicated inReferenceParagraph 5.6 ofthe Data Sheet that remuneration shallbeTime Based)

GroupofActivities (Phase): _____								
N°	Description ²	Unit	UnitCost ³	Quantity	[Indicate Foreign Currency#1] ⁴	[Indicate Foreign Currency#2] ⁴	[Indicate Foreign Currency#3] ⁴	[IndicateLocal Currency] ⁴
	Perdiemallowances	Day						
	Internationalflights ⁵	Trip						
	Miscellaneousstravelexpenses	Trip						
	Communicationcostsbetween [Insertplace]and[Insertplace]							
	Drafting,reproductionofreports							
	Equipment,instruments, materials,supplies,etc.							
	Shipmentofpersonaleffects	Trip						
	Useofcomputers,software							
	Laboratorytests.							
	Subcontracts							
	Localtransportationcosts							
	Officerent,clericalassistance							
	Trainingofthe PA'spersonnel ⁶							
Total Costs								

- 1 FormFIN-5shouldbefilledforeachoftheFormsFIN-3provided,ifneeded.
- 2 Deleteitemsthat are notapplicableoraddotheritemsaccordingtoParagraphReference3.6oftheDataSheet.
- 3 Indicateunitcostandcurrency.
- 4 Indicatebetweenbracketsthe nameoftheforeigncurrency.Usethe samecolumnsandcurrenciesofFormFIN-2.Indicatethecostofeachreimbursableiteminthecolumnoftherelevantcurrency. $\text{Cost} = \text{Unit Cost} \times \text{Quantity}$.
- 5 Indicate route of each flight, and if the trip is one-ortwo-ways.
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

FORMFIN-5. BREAKDOWNOF REIMBURSABLEEXPENSES

(ThisFormFIN-5shallonly beusedwhenitisindicatedinReferenceParagraph5.6oftheData Sheetthat remunerationshallbeLump Sum. Informationtobe providedinthisFormshallonly beusedtoestablishpaymentstotheConsultantforpossibleadditional servicesrequestedby the PA)

N°	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		
	Officerent, 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, fees 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, nonbillable 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 allowance to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or 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 rates shall be the same for married and single team members.

Standard rates for the particular country may be used as a 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, officer rent, supplies, international and local travel, computer

rental,mobilizationanddemobilization,insurance,andprinting. 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 ¹
Home Office									
Field									

1. Expressed as percentage of 1

2. Expressed as percentage of 4

Section 5. Terms of Reference

SECTION 05: TERM OF REFERENCE CONSTRUCTION SUPERVISION & CONTRACT MANAGEMENT

1. BACKGROUND OF ASSIGNMENT

The Sindh government school system is very extensive, comprising of about 49,000 schools with a reported enrollment of 3.65 million students from grades 1 to 12 and having 148,000 teachers (Annual School Census data 2011/12). In 49,000 schools, more than 91% functional government schools are primary schools i-e; (grades 1–5) and in which 72% primary schools have only one or two teachers. Roughly, 20% of these schools have reported a less count of enrollment i-e; (less than 25 students), and 52% have a poor-quality or having no facilities and other essential amenities, SEMIS, 2012.

The number of primary schools v/s post primary schools in percentage is (91-09%) including almost 10,000 Shelter less schools, which creates an opportunity gap for the students passing primary school to get enrolled into elementary and secondary classes. The steep decrease in enrollment trend is witnessed. The Net Enrollment Rate (NER) of (Primary level, Middle Level and Matric Level is 61.6, 35.7 and 23.1 respectively).

From the above statistics it is clear that due to shortage of Elementary, Middle, Secondary and Higher Secondary school, the drop out ratio is high after completing the primary education. One of the reasons of drop-off is unavailability or un-accessibility of Middle and Secondary schools within or nearby community. The Sindh Education Management Information System (SEMIS) 2012 data analysis shows that only 55% of schools have toilets, 48% schools have water connections or ground water bores available and only 40% schools have supply of electricity connections. The infrastructure mostly built is Load Bearing and Wall Bearing Structures, which are vulnerable and are likely to cause significant damage to life and property in case of any natural disaster. In most of the schools prioritizing for rehabilitation and strengthening the structure of such schools is the need of an hour.

The Sindh Government took the initiative in FY2007/08 with support of World Bank and started Sindh Education Sector Reform Program (SERP), SERP aimed to maximize the gains from any given level of expenditures, inputs and benefits principally by strengthening governance and accountability, the said project was successfully completed.

Now with the support of World Bank again, Sindh government has entered into Second Sindh Education Sector Reform Program (SERP-II). SERP-II is not simply the second phase of SERP, it has drawn lessons from SERP-I implementation which has paved the way for better monitoring and reporting to enhance the effectiveness of the implementation of project. Main emphasis will be on improving the quality of service delivery that hinges on intensifying efforts to strengthen

sector governance and accountability. The Sindh government will now (i) continue to carry forward successful governance and accountability initiatives under SERP and (ii) integrate in other complementary governance and accountability initiatives. Recognizing the fact that the program success lies in its implementation integrity and performance, Sindh government now plans to carefully work out specific, pragmatic implementation steps and actions underpinned by strengthened implementation arrangements and coordination.

There is indeed a need of time to optimize the number of schools through consolidation and up-gradation, its functionality through strategic planning, therefore under SERP-II the specific Disbursement Linked Indicator (DLI) has been established for improving the deteriorating condition of schools through School Infrastructure Development (SID), SID has three sub components: (i) Whole School Development, (ii) Up gradation from primary to Elementary and to Secondary Schools and (iii) Schools Consolidation. The objectives of SID will be achieved by Government of Sindh through Districts Term of Partnership (TOP's), which means implementing the contracts through districts management along with the effective monitoring and support of third party consultancy. Civil works will include the following categories

1.1 Whole School Development

In any segment for construction primary, elementary, secondary, shelterless, up-gradation and consolidation the focus will be only to develop with Whole School Development Approach means to provide all missing facilities and minimum infrastructure required in the selected school (Additional Class Rooms and related Infrastructure, all Utilities, Furniture and Fixtures, Play area if area permits etc to cater the needs of atleast 05years).

With the concept of Whole School Development any missing infrastructure / facility in the selected school may be constructed like Additional Class Roomsand basic missing / lacking facilities (boundary wall, lavatory block / toilet and sanitation, drinking water and electricity etc) to improve the quality of education by providing enabling environment to students.

Education and literacy Department, GoS intends that with the Civil Works new construction / Rehabilitation provision and revitalization of the basic missing/ lacking facilities are of prime importance.

1.2 Up-gradation

Taluka Wise Schools for Up- gradation from Primary to Elementary to Secondary Schools with special focus on girl's education. This strategy is adopted to curtail the wide enrollment gap from Primary to Higher Secondary and to identify infrastructure needs if any, resulted from such Upgradation and provide such missing facilities to meet the SID objectives

1.3 School Consolidation

Merging of separate campus schools or compound schools in one school campus, meeting the infrastructure needs if arises due to school consolidation

2.0 SCOPE OF SERVICES FOR TERM OF PARTNERSHIP (School Infrastructure Development / Term of Partnership) SID-I / TOP

The project is of 03 years, the services will be engaged initially for 01 year and shall be extended for year 02 and 03 based on the performance of consultants.

2.1 Services

- i. Provide assistance to PMIU for the procurement processes for school construction as per SPPRA-2010 and Sindh Government guidelines for hiring of contractors at Taluka Level for project execution
- ii. Conduct the procurement reviews for Civil and Revenue component and provide necessary recommendations for the improvement in procurement processess Under the established rules and guidelines (SPPRA-2010).
- iii. Supervise construction work; monitor the progress and take necessary steps to expedite the progress and ensure that the quality standards must be followed.
- iv. Provide all necessary support and assistance to PMIU for the efficient and timely execution of project in all over Sindh

*Note: The Supervision consultant start the procurement process using the Tender/bidding document prepared by the PMIU

The Supervision consultancy service is required for all districts in Sindh, and the works are expected to commence concurrently. The minimum of 800-1200 number of schools will be selected each year from all districts of Sindh for infrastructure improvement and providing them all basic facilities, the duration for completion of construction contracts will be established in Consultation with the District Government, Education and Literacy Department and other line departments. PMIU will award contract at Taluka basis, and each Taluka is expected to have on an average 5 to 6 number of contracts (subject to the number of talukas in a district).

3.0 DETAILED SCOPE OF SERVICES REQUIRED FROM THE CONSULTANT

The terms of reference are detailed hereunder:

3.1 Procurement support to PMIU for hiring of Contractors at Taluka Level.

The consultant is required to:

- i. Obtain PCIs, tender/bidding documents from PMIU.
- ii. Prepare the Procurement Plan for each Taluka.
- iii. Prepare the SOP's for Taluke to ensure timely execution of School Rehabilitation procurement/ contracts while complying with SPPRA / Government rules;
- iv. Provide the necessary and required assistance to PMIU for the pre-qualification of contractors and invitation and scrutiny of the bids.
- v. The consultants will help PMIU to engage contractors at Town/Taluka level (UNIT), each unit comprised of 01-07 need based schools. There are 122 Town/Taluka in Sindh so pre-qualification of contractors and invitation and scrutiny of the bids will be done accordingly.
- vi. Provide guidance to the PMIU in case of any query regarding the procurement of civil works and goods if any.
- vii. Conduct procurement support to PMIU to engage the contractors at Taluka level for the execution of capital and revenue works
- viii. In case of civil and electrical contracts are separate for one facility, ensure that only concealed wiring is acceptable to client. Alternate power supply system other than grid power if available and appropriate may be taken into consideration for schools. Review guidelines prepared by client under ESMF-II implementation for providing the alternate power supply to school buildings where applicable.

3.2 Detailed Construction Supervision

The Consultant is required to:

- i. Provide detail construction supervision as per approved drawings and specifications and as per the plan (including Gantt chart) for each district, the consultant firm will perform the role of Engineer's and provide all required services accordingly.
- ii. Implied the standard procedures to ensure the quality of construction (which includes testing of materials and works at defined stages, vigorously perform field inspections and take timely actions as needed as per the site conditions).
- iii. Provide ' Construction Supervision Protocol' (involving SOPs for implementation which may include service standards for decisions/responses from Client, contractor

and consultant, construction quality and Environmental and Social Management Framework (ESMF) check list, invoice pattern/ procedure etc?)

- iv. Coordinate with all Stakeholders (PMIU / Education Department and engineering staff) and facilitate them for periodic field visits of the client.
- v. Facilitate the client, Program Director and its team (School Infrastructure Development) and his Team by providing them all logistics supports for field visits to different construction sites when and where required.
- vi. Similarly all logistics support to the Project Manager, RE, AREs & Site Inspectors shall be provided by the consulting firm to keep regular vigilance on site (s) under construction at District/Taluka Level.
- vii. The third part construction supervision firm will perform the following tasks but not limited to:
 - a. Certify that the construction work and the material brought at site by the contractor for use is in accordance with the approved specifications and is being tested as per standard practices.
 - b. Monitor systematically the progress of work according to the construction methodology and schedule of work the contractor provided in the contract agreement, certifying allocation of resources by the contractor, suggesting any changes and recommendations to improve such practices at site and to avoid any delay in progress as forecast; third party consultancy firm will also provide to client the monthly, quarterly and yearly progress update in all respects.
 - c. Third party consultancy firm will need to ensure that all necessary and required tests will performed by the contractor and consultant will ascertain all test reports as per the quality standards for construction work.
 - d. Provide construction supervision (through qualified and well experienced civil engineers and supervisors/inspectors) for all the civil, electrical and plumbing works and water and sewerage pipelines in school buildings in all the districts of Sindh (i.e. the whole of Sindh) and certify the work in conformance to approved drawings and specifications at different work stages and deliverables as per the requirement to ensure the quality. The team of professionals required by the client for execution of required construction supervision services in all districts of Sindh is mentioned in table-3.
 - e. The project Manager will be professionally dedicated for this project; The dedicated Project Manager shall ideally have 20 years of Development Sector / Social Sector experience and hands on knowledge for Project Planning, Procurement and Contract Management, Human Resource Management, Conflict Management, Good Coordination Skills.

- f. The firm will perform effective contract management and responsible to manage each contract with contractor independently and take necessary actions on time as per the contract.
 - g. Certify (under firm's seal) running payments of the contractors (on the basis of work done in compliance with drawings and specifications and other stipulations, considering all required documentations needs as per the conditions of contract.
 - h. Conduct a final inspection of the civil works and Revenue Component (bring standards to research for standard development, finalization of standards and procurement plan) delivered at each Town/Taluka and certify that the quality of the civil works delivered by contractors in each Taluka meets the prescribed design standards, approved specifications, criteria and procedure and submit a completion report for each locations.
 - i. Make recommendations/alternatives corrective measures for removal of construction supervision related problems and execute them in each district to avoid project delays.
 - j. Recommend any variation necessary to execute the work. The consultant shall ensure that any such changes would be assessed in advance if possible to avoid any loss of time.
- viii. The Construction team of consultant will includes the following professionals
 - Project Manager (Masters in Construction & Project Management or MBA, BE-Civil Engineering registered with PEC's, having 15+ years of experience of managing construction projects of diversified nature)
 - Procurement/Contract Engineers (Masters or MBA, BE in Civil Engineering, with 10 years of procurement/contract management experience)
 - Environmental Engineer (MS Environmental Engineering and BE Civil along with Minimum 05years of experience of executing in environmental sector, supervising of water and sanitation facilities)
 - Resident Engineers(Masters in Construction & Project Management or MBA, Bachelors in Civil Engineering registered with PEC's, having 7+ years of experience of managing construction projects)
 - Assistant Resident Engineers (BE or B.Tech Civil technology, 5+ years of experience of supervising the construction projects)
 - Site Inspectors Civil/Electrical (B.Tech or DAE-Civil / Electrical technology, 5+ years of experience of supervising the electrical works in building construction)
 - Quantity Surveyors (BE or B.Tech in Civil technology with relevant 05+ years of experience)
 - CAD Operators (relevant experience more than 05 years)

3.3 Maintenance of all project data / documents.

- i. The consultant will be required to maintain all project data / information during the tenure of the assignment and prepare all required reports (both periodic and on demand) in both soft and hard copies and provide it to the

client during the tenure of the contract, and shall also handover all data/documents (hard/soft copies) to the client on completion of the assignment. The consultant will also be bound not to share any project data/report/information to any unauthorized person.

Construction Supervision control, reporting and monitoring will be performed for both capital and revenue component by the firm on a prescribed format agreed with the client, for survey smart phone technology will be used and monitoring software will develop specifically for this purpose, the software will display the GPS coordinates and other general details of the survey. All supervision information from start to finish of specific school site will be accumulated in the database at consultant Head Office. For the purpose of displaying the information and details, an interactive website interface with Google Earth (GPRS) and smart phones will also develop for demonstration to project stakeholders and other record purposes.

3.4 Environmental Management Services to the Client

- i. The consultant need to engage Environmental Engineers to carry out the duties related to implementation of ESMF-II (ESMF-II document available at RSU Website).

The Environmental and Social Management framework outlines the implementation of Water Filtration Units and use of Alternate Source of Power in off grid schools and many other indicators to uplift the school indoor environment.

The Environmental Engineer will assist the procurement and construction supervision team to comply the implementation targets set in the ESMF. The following key works shall be monitored

- Ensure the availability of water in each school
- Implementation of Water filtration units based on the contamination levels
- Provision of toilets along with the disposal system in each school in compulsory
- Implement alternate source of power supply to off-grid schools
- Prepare data on the checklist submitted by AREs for the execution of environmental guidelines prepared by the Client.
- Other scope which helps to implement the ESMF.

3.9 Capacity Building

The Consultant shall perform the following tasks:

- i. Create awareness and vision for understanding of the design drawings and specification prepared by the Consultant.

- Motivate & create awareness to adopt rules of SPRRA for Bidding Process.
 - Create awareness and vision for use of Standard Bidding Documents prepared by SPPRA, specially its terminology and issues related to performance securities and issuance guarantee as certain deviations
 - Create motivation for importance of physical monitoring of the project and establish standard procedures for effective monitoring of construction works.
 - Create motivation to counter disparity and corrupt practices, if any.
- ii. To achieve the above tasks, the Consultant will organize and arrange awareness talk forums on regional basis and hire the services of the Procurement Specialist, who shall possess command and familiarity with SPPRA rules and regulations. Along with him, a due diligence expert will also be hired for displaying and educating Officers of District Governments, how to the counter disparity & corrupt practices. The entire capacity building component will be completed in ten (10) weeks' time.
- iii. For the implementation of ESMF-II, consultant will arrange consultative workshops at District Level or regional level for RE's, AREs, Assistant Engineers, District Education Team including Works and Services Department about the design of Buildings proposed, construction supervision mechanism, Water Filtration Units, Alternate Energy Sources and Safe Disposal of Liquid and Solid Waste Management and Environmental Safety Measures to be adopted during construction. The workshop also provides information regarding the Guidelines developed by ESMF-II consultant regarding structure safety, efforts to be taken to during any unfortunate natural calamity etc and discussion over the checklist prepared by consultant for the implementation of ESMF-II.

Table – 3: Required Human Resource for Consultancy Services

Sr. No.	EXPERT POSITION	QUALIFICATION & EXPERIENCE	MAN MONTHS (team strength shall be proposed by consultancy services as per the methodology adopted)
1.	Project Manager	Masters in Construction & Project Management or MBA, BE-Civil Engineering, registered with PEC's, having 15+ years of experience of managing construction projects of diversified nature, ability to lead the team, hand on knowledge of contract management, conflict management claim Management, Quality Management and Work Scheduling at MS Project or Primavera familiar with Government Systems, Procurement Rules, able to take critical decisions and possess good	01

		communication skills.	
2.	Procurement /Contract Engineer	BE in Civil Engineering with MBA, 10 years of procurement/contract and similar job experience, possess the hand on knowledge of Government Procurement rules and systems SPPRA-2010, and well aware of PEC's & FIDIC guidelines.	
3.	Environmental Engineer)	(MS Environmental Engineering and BE Civil along with Minimum 07 years of experience of executing in environmental sector, supervising of water and sanitation facilities, having hand-on knowledge of available local resources to purify the contaminated water and about alternate and renewable energy systems.	
4.	Regional Engineers/Resident Engineers	Masters in Construction & Project Management or MBA, Bachelors in Civil Engineering registered with PEC's, having 7+ years of experience of managing construction projects including school building and ancillary works, water & sanitation schemes, ability to lead the team, hand on knowledge of contract management, familiar with Government Systems, Procurement Rules, able to take critical decisions and possess good communication skills.	
5.	Assistant Resident Engineers ARE's (Civil)	BE or B.Tech Civil technology, 5+ years of experience of supervising the construction projects particularly in school building construction, ability to manage multiple tasks and possess hand on knowledge of standard construction practices.	
6.	Site Inspector (Civil / Electrical)/	B.Tech or DAE-Electrical technology, 5+ years of experience of supervising the electrical works in building construction, ability to manage multiple tasks and possess hand on knowledge of standard construction practices	
7.	Quantity Surveyors and	BE or B.Tech in Civil technology with relevant 05+ years of experience of quantities estimation, developing BOQ's, engineering estimates, checking and verifying of bill	

GeneralConditionof Contract

		payments and measurements at site.	
8.	CAD Operators	DAE in Civil Engineering with relevant 05 years of experience of drafting structure designs, building layouts and water supply & drainage systems	
9.	Others	Any other position proposed by Consultant to cover the scope of services. Support staff required may be provided on the separate sheet.	

Note: (The PEC registration number must be provided for all Engineers only not applicable for Associate Engineers Diploma Holders)*

II.GeneralConditionsofContract

1.GENERALPROVISIONS

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, thereunder 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 languages 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.
- 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 conditions 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

A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, service 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.

Integrity Pact

B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:

- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9A. Payment upon such termination shall be made under Sub-Clause 1.9A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

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 or 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 GC2.6 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 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 is overdue.
 - (c) If, as the result of Force Majeure, the Consultant is unable to 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 a result of arbitration pursuant to Clause GC 8 hereof.

- 2.6.3 Payment upon Termination
- Upon 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 (c), 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.

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 to the Services, as a faithful adviser 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

- 3.2.1 Consultant not to Benefit from Commissions, Discounts, etc.
- 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.
- 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project
- 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 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.
- 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 Consultants 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 Consultants 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 Consultants shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CDROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the PA**
- (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-consultant 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-consultant 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 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 mentioned 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 Rupees/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 lump-sum 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.

III.SpecialConditionsofContract

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

Number of GC Clause	Amendments of, and Supplementsto, 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	<p>The addresses are:</p> <p>Procuring Agency: <u>Project Management & Implementation Unit,</u> <u>Education and Literacy Department, Sindh</u></p> <p>Attention: <u>SECTION OFFICER DEVELOPMENT</u> Facsimile: <u>+92 – 21 –</u> E-mail:</p> <p>Consultant:</p> <p>Attention: _____ Facsimile: E-mail:</p>

{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, then 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 *PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.*

The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the PA wishes to apply.

The PA warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the PA shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn therefrom by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn therefrom by them upon their respective departure from the Government's country, provided that:

- (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and
- (2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the Government's country.

2.2 The date for the commencement of Services is *1st Dec, 2014*

2.3 The time period shall be *36 months. However, the phase I (current) shall be for 12 months, and its cost shall be separately indicated in the contract.* And evaluation will be done on the basis of 12 months financial proposals for 36 months will be negotiated subject to performance evaluation, availability of funds and clear approval from Govt of Sindh.

3.4 The risks and the coverages shall be as follows:

- (a) Third Party liability insurance, with a minimum coverage of *1,000,000*;
- (b) Professional liability insurance, with a minimum coverage of *10,000,000*;
- (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 insurances as may be appropriate; and
- (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

SpecialConditionofContract

Note: Deletewhat is not applicable

{3.7 (b)} The Consultantshallnotusethesedocumentsandsoftwarefor purposes unrelated to this Contractwithoutthe prior written approval of thePA.

{5.1} *Not Applicable.*

6.1 Procuring Agencyshallindicate bid securitynot less than 1% andabove5%
Performancesecurityshallnot exceed 10%of contract amount

6.3 The amountin Pak Rupees or in foreign Currency[*insert amount*].

6.5 The accounts are:

for local currency: *PKR*

Payments shall be made according to the following schedule:

- i. Ten (10) percent on mobilization of consultant
- ii. Five (5) percent upon vetting of designs & contract document
- iii. Ten (10) percent upon completion of prequalification of contractors
- iv. Ten (10) percent upon completion of complete procurement process from NIT till award of contract including the bids evaluation report.
- v. Ten (10) upon mobilization of construction teams into the field.
- vi. Ten (10) percent upon submission of interim report of achieving 25% progress of the whole work
- vii. Ten (10) percent upon submission of interim report of achieving 50% progress of the whole work
- viii. Ten (10) percent upon submission of interim report of achieving 75% progress of the whole work
- ix. Twenty (20) percent upon submission of Final Completion report 100% work done
- x. Five (5%) after successful completion of defect liability period and closing of all contracts officially.

***Note:** This sample clause should be specifically drafted for each contract. The payment schedule will be finalized during negotiations*

8.2 Disputes shall be settled by complaint redressal committee defined in SPPR 2010 or through arbitration Act of 1940 in accordance with the following provisions:

Appendix A

(INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN
CONTRACTS WORTH RS.10.00 MILLION OR MORE**

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

[name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

Name of Buyer:

Signature:

[Seal]

Name of Seller/Supplier:

Signature:

[Seal]

CONTRACT

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

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

Payments 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. Economic Price Adjustment** In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has a duration of more than 18 months or if the inflation is expected to exceed ---% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision: "Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the [13]th calendar month after the date of the Contract) by applying the following formula:

$$R_t = R_{t0} \times \frac{I}{I_{t0}}$$

where R_t is the adjusted remuneration, R_{t0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{t0} is the official rate of inflation for the month of the date of the Contract.”]

5. 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.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

6. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.

7. Confidentiality

The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA’s business or operations without the prior written consent of the PA.

8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and

Contract

software.

- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof without the PA's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

FOR THE PA

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____