

**GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT**



**REQUEST FOR PROPOSAL
DOCUMENT
FOR
SELECTION OF CONSULTANTS
FOR**

**FEASIBILITY STUDY FOR THE CONSTRUCTION OF SEHWAN-
MANCHAR
BARRAGE AND RESERVOIR**

Quality & Cost Based Selection (QCBS) Method

DECEMBER-2014

Project Management office, Sindh Barrages Rehabilitation Project

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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" means the document which provides the Consultants with all information needed to prepare their Proposals.
- (h) "LOI" means the letter of invitation sent by the procuring agency to the shortlisted Consultants.
- (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 Consultant subcontracts any part of the Services.
- (l) "Terms of Reference" (TOR) means the document included in the RFP as Section 4 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.

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, 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" includes 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 act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;

Under Rule 35 of SPPR2010, "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action 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 short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR2010 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

10.1	<p>Clarifications may be requested not later than five (05) days before the Submission date.</p> <p>Address: Project Director Project Management office Sindh Barrages Rehabilitation Project Bungalow No. B/133, Unit No.3, opposite Indus Gas Hospital, Hyderabad.</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>
13.1	<p>The Consultant shall prepare his financial proposal on the basis of man-months provided in terms of reference (section 4 of RFP) irrespective of the requirement of 11.1(i) of instruction to consultants, to enable the client to compare the financial proposals on equal basis.</p>
13.2 (vii)	<p>Training is a specific component of this assignment: YES</p>
14.1	<p>List the applicable Reimbursable expenses. Reimbursable expenses are to be included by Consultants in Consultancy Services cost.</p>
15.1	<p>Amount payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> <input type="checkbox"/> The Consultant will pay such taxes <input checked="" type="checkbox"/></p>
16.2	<p>Consultant must submit the original and three (03) copies of the Technical Proposal and original of the Financial Proposal, separately in sealed envelopes.</p>
16.4	<p>The Proposal submission address is:</p> <p>Address: Project Director Project Management office Sindh Barrages Rehabilitation Project Bungalow No. B/133, Unit No.3, opposite Indus Gas Hospital, Hyderabad.</p> <p>Telephone: Tele: No. 022-2100287</p> <p>Email: sbip@gmail.com Proposals must be submitted not later than the following date and time: January 15, 2015</p>

18.1	Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are:			
			<u>Points</u>	
	(i) Specific experience of the Consultants relevant to the assignment:		[10]	
	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:			
	a) Technical approach and methodology		[15]	
	b) Work Plan		[10]	
	c) Organization and staffing		[05]	
	Total points for criterion (ii).		[30]	
	(iii) Key professional staff qualifications and competence for the assignment:			
	a) Team Leader/Design Engineer		[15]	
	b) Principal Hydraulic Design Engineer		[10]	
	c) Senior Hydrologist		[05]	
	d) Chief Survey Engineer		[05]	
	e) Procurement Specialist		[05]	
	f) Mechanical Engineer/ Hydraulic		[05]	
	g) Hydraulic Structures/Barrage Safety Specialist		[05]	
	h) Environmental Specialist/Ecologist		[05]	
	i) Sociologist/Resettlement specialist		[05]	
	Total points for criteria (iii).		[60]	
	The numbers 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 weight:			
	1. General qualifications (MSc 100% BS/BSc 80%)		[30%]	
	2. Experience / Adequacy for the assignment		[60%]	
	3. Experience in region and language		[10%]	
	Total weight:		100%	
	The minimum technical score required to pass is: 75 Points			
The Key Staff must meet the following requirement				
Sr.No	Team Leader	Experience (Year)		Minimum Qualification
		Overall	Specific	
1	Team Leader/Design Engineer	20	15	M.E / M.Sc. or higher in Civil Engineering in relevant field
2	Principal Hydraulic Design Engineer	20	15	M.E / M.Sc. or higher in Civil Engineering in relevant field
3	Senior Hydrologist	8	8	Qualified Civil Engineer holding Bachelor Degree or higher in relevant field

4	Chief Survey Engineer	10	8	Qualified Civil Engineer holding Bachelor Degree or higher in relevant field
5	Procurement Specialist	15	10	Qualified Civil Engineer holding Bachelor Degree or higher or M.Sc in relevant field
6	Mechanical Engineer/ Hydraulic	10	8	Qualified Civil Engineer holding Bachelor Degree or higher in relevant field
7	Hydraulic Structures/Barrage Safety Specialist	10	8	Qualified Civil Engineer holding Bachelor Degree or higher in relevant field
8	Environmental Specialist/Ecologist	10	8	Qualified Civil Engineer holding Bachelor Degree or higher in relevant field
9	Sociologist/ Resettlement specialist	10	8	Qualified Civil Engineer holding Bachelor Degree or higher in relevant field
	Remuneration Type: Lum Sump The single currency for price evaluation is: Pak Rupees.			
19.4	The Weights given to the Technical and Financial Proposals are: Technical = 70% Financial = 30%			
18.1	Expected date and address for contract negotiation: Five days of the bidding, Hyderabad			
24.2	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee Ten percent (10%) of the Contract Amount.			

Section 2.

Technical Proposal – Standard Forms

Section 2. Technical Proposal - Standard Forms

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

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Form TECH – 3. Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the PA	26& 27
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Form TECH – 7. Staffing Schedule	32
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FORM TECH – 1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Dear Sir,

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 including this technical Proposal, a Financial Proposal sealed under a separate envelope.

We are submitting our Proposal in association with: *[insert a list with full name and address of each associated consultant]*

We hereby declare that all 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 Date 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 assignment not later than the date indicated in the date 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: _____

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

Firm's Name: _____

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

A - On the Term 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 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 PERFORMANCE THE ASSIGNMENT

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

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

[illegible]

**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 collage/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

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

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

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

Employer: _____

Position held: _____

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

13. Certification:

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

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

Date: _____
 Day/Month/Year

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE¹

N ^o	Name of Staff	Staff input (in the form of bar chart) ²														Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total	
Foreign																		
1		[Home] [Field]																
2																		
3																		
n																		
Subtotal																		
Local																		
1																		
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.: draftmen, 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 ^o	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n'
1														
2														
3														
4														
5														
n														

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

Section 3.

Financial Proposal – Standard Forms

Section 3. Financial Proposal – Standard Forms

[Comments in brackets [] provide guidance to the 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 Negotiation – 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-2. SUMMARY COSTS

Item	Costs	
	<i>Indicate Foreign Currency</i>	<i>Indicate Local Currency</i>
Total Costs of Financial Proposal²		

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

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase): ²	Description			
Cost Component	Costs			
	[Indicate Foreign Currency #1]	[Indicate Foreign Currency # 2]	[Indicate Foreign Currency # 3]	[Indicate Local Currency]
Remuneration ⁵	NA	NA	NA	
Remuneration ⁵	NA	NA	NA	
Subtotal	NA	NA	NA	

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

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

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

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

- Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- Indicate separately staff-month rate and currency for home and field work.
- Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

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

Name ²	Position ³	Staff-month Rate ⁴
Technical / Key Staff		
		[Home]
		[Field]
Supporting 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.: draftmen, clerical staff).
3. Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
4. Indicate separately staff-month rate and currency for home and field work.

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSE¹

(This form FIN-5 shall only be used when it is indicated in the Data Sheet that Remuneration shall be time Based)

Feasibility Study for the Construction of Sehwan-Manchar Barrage and Reservoir

Technical Personnel Remuneration Cost					
S.No	Description	Unit	Man Month	Million Pak. Rs.	
				Monthly Rate	Amount
1	Team Leader / Design Engineer	1	9		
2	Principal Hydraulic Design Engineer	1	6		
3	Senior Hydrologist	1	4		
4	Chief Surveyor	1	4		
5	Procurement Specialist	1	4		
6	Mechanical Engineer/ Hydrologist	1	4		
7	Hydraulic Structure/ Barrage Safety Specialist	1	4		
8	Environmental Specialist/ Ecologist	1	4		
9	Sociologist /Resettlement Specialist	1	4		
	Total		43		

Feasibility Study for the Construction of Sehwan-Manchar Barrage and Reservoir

Supporting staff Remuneration Cost

S.No	Description	Unit	Man Month	Million Pak. Rs.	
				Monthly Rate	Amount
1	Accountant / Office Manger	1	9		
2	Computer Operator	1	9		
3	Digitizing Operator / Google Earth	1	9		
4	Draft Man	1	9		
5	Office Clerk	1	9		
6	Office Boy	1	9		
7	Driver	2	9		
8	Field Surveyor helper (per team 4 persons)	10	9		
9	Wireless/ Telephone Operator	2	9		
	Total	20			

Feasibility Study for the Construction of Sehwan-Manchar Barrage and Reservoir

Procurement Cost

S.No	Description	Quantity	Pak. Rs.	
			Rate	Amount
1	Desk top computer			
2	V/akitalki Set			
3	Satellite Image			
4	Hand Held GPS			
5	Plotter			
6	Printer			
7	Lap Top Computer			
8	Photo Copier / Fax Machine			
9	Wireless Base Station			
10	Survey Monuments Construction			
	Total			

Feasibility Study for the Construction of Sehwan-Manchar Barrage and Reservoir

Investigation Cost

S.No	Description	Quantity	Pak. Rs.	
			Rate	Amount
1	Geological Survey			
2	Ground Topo Survey			
4	Geotech Investigation			
6	Bore logging			
7	Model Construction / Testing			
	Total			

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

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

Nº	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		
	Geotechnical Investigation		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel ⁴		

1. Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2. Indicate unit cost and currency.
3. Indicate route of each flight, and if the trip is one-or-more-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, overhead, free that is profit, and any premium or allowance paid for assignment away from headquarters. To assist the firm in preparing financial negotiations, a sample form giving a breakdown of rate 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 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:

$$\text{Leave cost as percentage of Salary} = \frac{\text{Total days Leave} \times 100}{365 - w - ph - v - s}$$

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

Overheads expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.) the cost of staff not currently employed on revenue earning projects taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The PA does not accept and 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 cost 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 as unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract

(vi) Away from Headquarters Allowance or Premium

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

(vii) Subsistence Allowances

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

2. Reimbursable expenses

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

3. PA Guarantee

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

Feasibility Study - 18

SAMPLES FORM

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representative 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 way from headquarter allowances indicated below are those that the Consultant 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 factor 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 ¹	Away from Headquarter Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Fixed									

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

Feasibility Study for the Construction of a New Bridge over the River

Section 4. Terms of Reference

**TERMS OF REFERENCE [TOR]
FOR FEASIBILITY STUDY FOR THE CONSTRUCTION OF SEHWAN-MANCHAR
BARRAGE AND RESERVOIR**

1.1 General

The trend of floods in Indus river and availability of water mostly governs seasonal, it depicted that it is required to build or develop storage at least to negotiate the demand of agriculture during dry time of river that is February to June, hence it is imperative to construct the new barrages and manage the storage facilities of Manchhar, Keenjhar, Chotiari along other available basins.

1.2 Scope of Services

The scope of services is comprised of (not limited) to the following activities.

- Review the previous studies in detail including survey, engineering design, economics agricultural, social, environmental, technical drawing and related reports.
- Investigate the probability of Indus River water availability related to the barrage feasibility, River flow analysis (dry / normal/ flood), availability of required quantum for the proposed barrage with present and future requirement, associated with various scenarios
- Update and revisit the surveys covering Topographic, Geotechnical, River hydrology/Morphology, Location of barrage w.r.t best controlling levels and possible alternates, Alignment of off taking canals and other related structures.
- Social, Environmental and other related surveys by deploying GIS & Remote sensing and other modern techniques.
- Detail hydrological and structural designing of barrage with various components, off taking channels, Manchhar Lake, Manchhar Extension, Rohri South, Nara, Chotiari and other required designs in conjunction with previous studies defined parameters.
- Detail analysis of the Sehwan complex component by running physical and mathematical modeling with pervious findings and proposed engineering designs including impacts on Sukkur and Kotri barrages operations.
- Preparation of Engineering estimates, BOQs, Tender documents and various manuals for the operation and related activities.

5. DELIVERABLES

The Consultant shall prepare the following documents for the project and submit to the Employer within the period specified:

- | | |
|-------------------------------------|-----------|
| a) Inception Report | 6 copies |
| b) Investigation Report | 12 copies |
| c) Draft Feasibility Study Report | 12 copies |
| d) Final Feasibility Study Report | 24 copies |
| e) EIA and Social Assessment Report | 5 copies |

6. TIME OF START

The services shall be commenced immediately after the signing of the contract agreement or when client instructs the consultants to begin carrying out the services.

7. TIME FOR COMPLETION

The services specified as above shall be Completed in Twelve (09) month time

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the Sindh Public Procurement Act, there-under Rules 2010.
- (b) "Procuring Agency PA" means the implementing department which signs the contract.
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the PA's country.
- (h) "GC" mean 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 Reference.

(p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

1.3 Language

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

1.4 Notices

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

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

1.5 Location

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

1.6 Authority of Member in Charge

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

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and A. Corruption

If the PA determines that the Consultant and/or its Personnel, subcontractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive

practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

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

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 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A 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 and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

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

2.3 Expiration of Contract

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

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the

Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

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

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PA

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

- (a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- (e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

2.6.2 By the Consultant

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

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

2.6.3 Payment upon Termination

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 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 or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of

The Consultant shall hold the PA's interests paramount, without any

Interests	consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.	The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project	The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
3.2.3 Prohibition of Conflicting Activities	The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
3.3 Confidentiality	Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
3.4 Insurance to be Taken Out by the Consultant	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
3.5 Consultant's Actions Requiring PA's Prior Approval	<p>The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none">(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 Annexure B, and

- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PA the reports and documents specified in hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM 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-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or

- (a) Except as the PA may otherwise agree, no changes shall be

Replacement of Personnel

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 Annex A.

6. PAYMENTS TO THE CONSULTANT

6.1 Security

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

6.2 Lump-Sum Payment

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Annex 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

A Design Phase

- a) Fifteen (15) percent of the design contract price shall be paid on the submission of inception report.
- b) Thirty Five (35) percent of the design contract price shall be paid upon submission of tender documents for 1st priority package(s) (about 50% of the contract length, provided by the PA
- c) Twenty Five (20) percent of the design contract price shall be paid upon submission of tender documents for 100% completion of the contract length.
- d) Fifteen (15) percent of the design contract price shall be paid upon submission of Draft Final Report
- e) Ten (10) percent of the design contract price shall be paid upon approval of the final report.

B Construction Supervision Phase

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

8.2

Disputes shall be settled by Complaint Redressal Committee define in SPPRA 2010 or through arbitration Act of 1940 in accordance with the following provisions:

The Arbitration shall take place in Karachi.

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's name]* ("the PA") having its principal place of business at *[insert PA's address]*, and *[insert Consultants name]* ("the Consultant") having its principal office located at *[insert Consultants address]*.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- i) Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
- ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

2. Term

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

3. Payment

A. Ceiling

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

C. Payment Conditions

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

4. Project Administration

A. Coordinator

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

B. Timesheets

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

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.

- 5. 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.
- 6. Confidentiality** The Consultants 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.
- 7. 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 software.
- 8. 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.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof without the PA's prior written consent.
- 11. 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.
- 12. 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

Signature:

Signature:

Title:

Title:



Sindh Barrages Rehabilitation Project (SBRP)

Project Management Office (PMO)

13, Block-8, Chaudhry Khaliq-uz-Zaman Road, Clifton, Karachi.

www.sbrp.org.pk ; Tel: 021-99205862-63, 021-35873214; Fax 021-992512

Camp Office at Bungalow No: 8/133 Unit No. 03, opposite Indus Gas Hospital Hyderabad,
Phone # 022-2100287



PMO/SBRP/HD/Sehwan/RFP/104

Date: 21-01-2015

Addendum No. 01

M/s

- a. NESPAK and Technical Resources Services (Joint Venture)
- b. NDC and ECIL (Joint Venture)
- c. ACE and Barqaab (Joint Venture)
- d. Techno and Espak (Joint Venture)
- e. BM (Individual)
- f. Indus Associate (Individual)
- g. G3+Korea (Joint Venture)
- h. MM Pakistan (Pvt) Ltd

**Subject: INVITATION LETTER FOR RFP, FEASIBILITY STUDY FOR THE
CONSTRUCTION OF SEHWAN-MANCHAR BARRAGE AND
RESERVOIR-
ADDENDUM NO. 01**

The Addendum No. 01 based on the amendment in the RFP and shall be considered as the part of RFP

1. Pg-18 at Serial No. 6 column 5 delete "Civil" and replace with "Mechanical"
2. Pg-18 at Serial No. 8 column 5 add "and Master degree in Environment /Specialization in Environment"
3. Pg-18 at Serial No. 9 column 5 delete "Qualified Civil Engineer holding Bachelor Degree or higher in relevant field" and replace with "Holding Master degree in Social Science"
4. Pg-48 Para-7 Time for Completion: Delete "Twelve" and replace with "Nine"
5. Pg-60 Clause 6.1
Line 1: delete "1%" and replace with "5%"
Line 4: delete "5%" and replace with "10%"
6. Pg-61 delete line "A Design Phase"

Pg-61 delete line "B Construction Supervision Phase"

7. P-48 Para 5 "DELIVERABLES" add following serials after *Serial No. e)*

- f) Detailed Cost estimate 5 Copies
- g) Prequalification Documents 5 Copies
- h) Bidding Documents 5 Copies

8. Add following line below Serial No. h)

"Soft Copies of all above reports and documents in the text form shall be delivered along with hard copies"

Deputy Project Director
Project Management Office
Sindh Barrages Rehabilitation Project

Cc for Kind information.

- 1. Secretary, Irrigation Department Government of Sindh, Karachi
- 2. Project Coordinator WSIP, planning Department, Government of Sindh, Karachi
- 3. Director CB, Sindh Public Procurement Regulatory Authority, Karachi

Deputy Project Director
Project Management Office
Sindh Barrages Rehabilitation Project