

**SPPRA REQUEST FOR PROPOSALS
DOCUMENT**

**SELECTION OF NEED VERIFICATION, SITE
SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE
DESIGN (CALCULATION SHEETS), PREPARATION
OF TALUKA/TOWN WISE PACKAGES,
ENGINEERING ESTIMATES & TENDER/BIDDING
DOCUMENTS**

CONSULTANTS



Sindh Public Procurement Regulatory Authority

22th January 2015

**Project Management & Implementation
Unit (PMIU), School Infrastructure
Development / SERP II, Education &
Literacy Department, KDA Building # 03,
Sindh Secretariat**

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Section 1. Letter of Invitation

Section 1- Letter of Invitation

Letter of Invitation

Karachi dated: January 22, 2015

M/S National Engineering Services Pakistan Pvt Limited (NESPAK)
M/S ESS.I.AAR Planning, Engineering & Services Consultant
M/S Zaheeruddin Consultants (Pvt.) Ltd
M/S G 3 Engineering Consultants Pvt. Ltd
M/S Turkpak International Pvt. Ltd
M/S Shahzad Associates
M/S MM Pakistan Pvt. Ltd & Arif Belgaumi Architect (JV'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 & Tender/Bidding Documents. More details on the services are provided in the Terms of Reference.
2. It is not permissible to transfer this invitation to any other firm.
3. A firm will be selected under QCBS with LUMPSUMP contract and procedures described in this RFP, in accordance with the method of selection is QCBS as per SPP rules 2010 and procedures stated in the RFP.
4. The services are required initially for one year and expected to be extended on yearly basis for a further 02 years upon satisfactory performance. More than 01 consultant may be engaged to cover Sindh Province, which is administratively divided in 06 regions i.e (Karachi, Hyderabad, Benazirabad, Mirpurkhas, Sukkur and Larkana).
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

Documents dully filled with required certificates are to be delivered on the following address

Project Director - Project Management Implementation Unit (PMIU), 3rd Floor, Old KDA Building Sindh Secretariat, education and Literacy Department, Sindh Karachi, 021-99211180.

Dead line of submission: February 09, 2015 on or before 03:00 PM

Date and Time of Opening of Technical Proposal: February 09, at 04:00 PM (In case of any holiday the RFP will be collected and opened on the next working day).

Section 1- Letter of Invitation

Important: Consultant has to quote the rates in the Financial Proposal for each region separately and same will be evaluated accordingly. Consultancy work of the Province is divided into the following six regions, the name of Districts in each region details are also provided below:

- **Region-I**, Karachi (Central Karachi, East Karachi, Korangi Karachi, Malir, South Karachi & West Karachi)
- **Region-II**, Hyderabad (Badin, Dadu, Hyderabad, Jamshoro, Matiari, Sujawal, TandoAllahaar, Tando Muhammad Khan & Thatta),
- **Region-III**, Benazir Abad (Nausheroferoze, Sanghar and Shaheed Benazirabad),
- **Region-IV**, Larkana (Jacobabad, Kamber-Shahdadkot, Kashmore, Larkana, Shikarpur),
- **Region-V**, Sukkur (Ghotki, Khairpur Mirs and Sukkur)and
- **Region-VI**, Mirpurkhas (Mirpurkhas, Tharparkar and Umerkot).

Note: The above classification of regions will follow where region wise details are being asked.

The consultants are also requested to submit Sindh Revenue Board registration or certification along with their bids/proposals.

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

Section 2. Instructions to Consultants

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 Consultant subcontracts 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 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” 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 - that had been pre-qualified are eligible.
- 6.2 Short listed consultants 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 proposals 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 Proposals 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, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, 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.

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

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 condition.
- (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) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (v) 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).
- (vi) 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 Consultant may provide their own list of cost. 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 point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

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

19.4 **In case of Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be 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) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

19.5 In the case 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 assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within

the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

- 24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in date 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.

Section 2. Information to Consultants – Data Sheet

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| 1.6 | Expected date for commencement of consulting services 23 th Feb, 2015 |
| 9.1 | Proposals validity : 90 days but can be extended as per SPPRA Rule 38. |
| 10.1 | Clarifications may be requested not later than <u>one week/7 days</u> that is before the 30 th Jan, 2015 before 5:00 pm Submission date. The address for requesting clarifications is: Project Director, Project Management Implementation Unit (PMIU) 3rd Floor, Old KDA Building Sindh Secretariat, Education and Literacy Department, Sindh Karachi 021-99211180 Facsimile: <u>+ 92 – 21 - _____</u> E-mail: <u>nabeel.rsu@gmail.com</u> |
| 12 | 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. |
| 6.1 | Shortlisted Consultants may associate with other shortlisted Consultants: Yes <u> ✓ </u> No <u>_____</u> |
| 11.2 | The estimated number of professional staff-months required for the assignment is: <u>The person months shall be calculated by consultants</u> |
| 13.1 | The format of the Technical Proposal to be submitted is: FTP <u>✓</u> , or STP <u>_____</u> |
| 13.2(vii) | Training is a specific component of this assignment: Yes <u>✓</u> No <u>_____</u> Holding consultation workshops with the District Government and PMIU for finalization of schools to be constructed in the financial year – 02 (Two) such consultation workshops for identification of need based schools and on the procurement process in a year. The workshops will be arranged by the consultant at the suitable facility, the consultants will also facilitate the workshops proceedings. Similarly 02 workshops at District Levels will be arranged by the consultants with supervision consultants (separate consultants for the said works) and all the contractors engaged for school construction in the relevant districts to discuss about the RCC structure, prototype design/site specific design and a detail lecture to aware all contractors to meet all necessary protocols to construct quality structures. These workshops will also focus to take care of all basic facilities (water supply, toilets and drainage, power supply, boundary wall) in schools infrastructure development program. |

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| 14.1 | <p>Consultants may consider the following costs while calculating their bids;</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 communications such 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. <p>Note: The applicable expenditures will only be considered for this project.</p> |
| 15.1 | <p>Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable <u> ✓ </u> :</p> |
| 6.3 | <p>Consultants to state local cost in the national currency (in case of ICB only): Yes <u> ✓ </u> No <u> __ </u></p> |
| 16.2 | <p>Consultant must submit the original and <u> 01 </u> copy of the Technical Proposal, and the original of the Financial Proposal in a sealed envelope.</p> |

Section 2. Information to Consultants – Data Sheet

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| 13.1 | <p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: 100 Points</p> <p>(i) Specific experience of the consultants relevant to the assignment [15] Need Verification, Detailed Architectural & Engineering Design, Engineering Estimates & Tender Bidding/ Documents, Preparation of Taluka/Town wise Packages, 05 related and infrastructure similar projects completed in last 05 years will be considered at National Level.</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 for carrying [Need Verification, Detailed Architectural & Engineering Design (DED), Engineering Estimates & Tender Bidding/ Documents (EE&TBD), Preparation of Taluka/Town Packages], [35 Marks] The number of points Break up considered in Technical Approach & Methodology as Need Verification [12.5 Marks], DED [12.5 Marks], EE& TBD [5 Marks], Preparation of Taluka/Town Packages [05 Marks]</p> <p>b) Work plan for typical 01 region [15 Marks]</p> <p>c) Organization and staffing for typical 01 region [10 Marks] Total points for criterion (ii): [60 Marks]</p> <p>iii) Key professional staff qualifications and competence for the assignment for typical 01 region :</p> <p>a) Project Manager (Masters in relevant field & Bachelors in Civil Engineering with 15 years of experience in managing diversified project designs). [04 Marks]</p> <p>b) Senior Architect (Master & Bachelors in Architectural Building Planning& Design with 15 years of Experience, including the experience of school buildings) [03 Marks]</p> <p>c) Contract Engineer (Bachelors in Civil Engineering with atleast 05 years of contract management experience)) [03 Marks]</p> <p>d) Structure Design Engineer (Masters in Structure Engineering & Civil Engineer with atleast 15 years of building design experience for same nature of assignment) [03 Marks]</p> <p>e) Senior Environmental Design Engineer (Masters in Environmental Engineers & Bachelors in Civil / Urban Engineering Minimum 07 years of experience for design of water and sanitation facilities)[03 Marks]</p> <p>f) Utility Design Engineer (Bachelors in Civil / Urban Engineering with atleast 07 years of experience in designing external and internal utilities) [03 Marks]</p> <p>g) Survey Engineers – 02 NOs(Bachelors in Civil Engineering with atleast 07 years of experience in Building Works) [06 Marks]</p> <p>Total points for criterion (iii): [25 Marks]</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%]</p> <p>2) Experience and Adequacy for the assignment [60%]</p> <p>3) Experience in region and language [10%]</p> |
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Section 2. Information to Consultants – Data Sheet

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| 20.1 | Expected date and address for contract negotiations: February 18, 2015 |
| 24.2 | Performance security of 1% (One Percent) shall be deducted from the successful consultants bills. |
| 25.1 (QCBS only) | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. (Financial proposal of those firms will be opened by informing in advance who have acquired marks equal or above threshold fixed by PA and mentioned in RFP i.e. 70%)</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 = 80 %and;</p> <p>P = 20%</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: $S = St \times T\% + Sf \times P\%$.</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.

| | | |
|--------------|---|----|
| Form TECH-1. | Technical Proposal Submission Form | 21 |
| Form TECH-2. | Consultant's Organization and Experience..... | 22 |
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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 | 24 |
| | A - On the Terms of Reference | 24 |
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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 Name and Name
Signature and
[In full and initials]:
Title of Signatory:
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 PKR): |
| 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 PKR): |
| 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: _____

**APPLYING CONSULTANCY
SERVICES FOR THE FOLLOWING
REGIONS**

**Table : Tick only which Regions the firm
is interested to Participate**

| S.No | Regions | Region Wise Districts Details DISTRICTS | The firm participating Please Tick () |
|-------------|-------------------------|--|---|
| 1 | Region-I, Karachi | Central Karachi, East Karachi, Korangi Karachi, Malir, South Karachi & West Karachi | |
| 2 | Region-II, Hyderabad | Badin, Dadu, Hyderabad, Jamshoro, Matiari, Sujawal, TandoAllahyaar, Tando Muhammad Khan & Thatta | |
| 3 | Region-III, Benazirabad | Nausheroferoze, Sanghar and Shaheed Benazirabad. | |
| 4 | Region-IV, Larkana | Jacobabad, Kamber-Shahdadkot, Kashmore, Larkana, Shikarpur | |
| 5 | Region-V, Sukkur | Ghotki, Khairpur Mirs and Sukkur | |
| 6 | Region-VI, Mirpurkhas | Mirpurkhas, Tharparkar and Umerkot | |

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 considering 01 typical region. 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.

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 for 01 typical region.]

**FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS FOR 01
TYPICAL REGION**

| Proposed Professional Staff | | | | | |
|-----------------------------|------|-------------------------------------|-------------------|-------------------|---------------|
| Name of Staff | Firm | PEC Registration Number (Engineers) | Area of Expertise | Position Assigned | Task Assigned |
| | | | | | |
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**FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF**

**FOR 01 TYPICAL
REGION**

1. Proposed Position *[only one candidate shall be nominated for each position]:* _____

2. Name of Firm *[Insert name of firm proposing the staff]:* _____

3. Name of Staff *[Insert full name]:* _____

4. Date of Birth: _____ **Nationality:** _____

5. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* _____

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

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

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

9. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:* _____

10. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

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

Employer: _____

Positions held: _____

FORM TECH-7. STAFFING SCHEDULE FOR ANY ONE TYPICAL REGION ¹

| N ^o | 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 | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | Subtotal | | | |
| Local | | | | | | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | | | | | | |
| | | [Field] | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | | |
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| n | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | 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 ONE TYPICAL REGION ONLY

| N° | Activity ¹ | Months ² | | | | | | | | | | | | |
|----|-----------------------|---------------------|---|---|---|---|---|---|---|---|----|----|----|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1 | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | |
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| 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 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.]

| | |
|---|----|
| Form FIN-1. Financial Proposal Submission Form | 33 |
| Form FIN-2. Summary of Costs..... | 34 |
| Form FIN-3. Breakdown of Costs by Activity ¹ | 35 |
| Form FIN-4. Breakdown of Remuneration ¹ | 36 |
| Form FIN-4. Breakdown of Remuneration ¹ | 38 |
| Form FIN-5. Breakdown of Reimbursable Expenses ¹ | 39 |
| Form FIN-5. Breakdown of Reimbursable Expenses | 41 |
| 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 Name Name Address: _____ | Signature and | [In Title of | <i>full</i> <i>and</i> of | <i>initials</i>]: Signatory: Firm: |
|--|------------------|--------------------|-------------------------------------|---|

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."

BID PRICING

- a) For the first financial year of operation (2014-15) the Design Consultants shall submit the bid based on work for 250 Schools for a Single Region. Any spill over of incomplete work may be carried forward by the Department to the next financial year.
- b) The Design Consultants shall clearly mention the percentage of the Bid separately for need verification and design to enable the department to make partial payments to the Design Consultants.
- c) The Design Consultant's total bid shall be divided by 250 Schools for each region wise by the Department to determine the cost of work for each school.
- d) Payment for Design Consultancy services shall be against the deliverables as follows:
 - i) Need verification report for each school.
 - ii) Construction Drawings, B.O.Q, Specifications and Tender Documents for each school.

Payments can only be made to the Design Consultants upon submission of either of the above mentioned (i) or (ii) deliverables to the Department. Please note the schools which qualify the need verification criteria and accepted for design development will only be considered for payment.

- e) Maximum number of 250 ± 50 Schools need verification of schools shall be accepted by the department for Each Region. However for a smooth functioning of the system the Design submission must follow after each 50 school Region Wise need verifications submitted to the department.

This may apply separately for Each Region to those consultants who will be awarded work for more than 01 Regions.

- f) The bid shall be inclusive of Income Tax, however 15% (Fifteen Percent) sales tax shall be mentioned over and above the bid price and shown separately. The financial opening and evaluation will be based on the bid price which is inclusive of Income Tax plus Sales Tax = Total Price of Project for each region. In case of any variation in only Sales Tax by Government, the sales tax will be adjusted in the bid prize after mutually agreed among parties during the term of engagement.
- g) The financial bid shall cover all the Man Months proposed in Table -03 of section 3.10. Low financial bids not covering the desired Man Months will be deemed as non-responsive.

FORM FIN-2. SUMMARY OF COSTS REGION WISE

| Item | Costs | | Total Bid Price |
|--|--|------------------------|-----------------|
| | <i>Indicate Local Currency inclusive of Income Tax (10%)</i> | <i>Sales Tax @ 15%</i> | |
| Total Costs of Financial Proposal (Region I) | | | |
| Total Costs of Financial Proposal (Region II) | | | |
| Total Costs of Financial Proposal (Region III) | | | |
| Total Costs of Financial Proposal (Region IV) | | | |
| Total Costs of Financial Proposal (Region V) | | | |

Section 4 – Financial Proposal – Standard Forms

| | | | |
|---|--|--|--|
| Total Costs of Financial Proposal (Region VI) | | | |
|---|--|--|--|

Note: Firm shall clearly provide name of Region against the bid total value

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 sales 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.

NOTE: Consultants required submitting the financial proposal region wise, they need to split the financial proposal in separate 06 Regions that are (Karachi, Hyderabad, Benazirabad, Mirpurkhas, Larkana and Sukkur). Taking note of the large scope of work developing approx 1500 schools every year, more than 01 consulting firm services will be engaged for assignment.

Consultants required submitting the financial proposal for the current year and separate indicative financial proposal for subsequent years (FY 2015/16 and FY 2016/17). Only current year financial proposal will be considered for evaluation, and the subsequent year's works is dependent on the availability of funds, performance of consulting services and Government approvals.

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY REGION WISE ¹**Important: “Work shall be carried out through serialized assignment orders issued by the department”**

| | Group of Activities (Phase): ² | Description: ³ | | | |
|--|---|--|--|--|---------------------------|
| | | | | | |
| Name of Region shall be provided by Firm | Cost component | Cost | | | |
| | | [Indicate Foreign Currency # 1] ⁴ | [Indicate Foreign Currency # 2] ⁴ | [Indicate Foreign Currency # 3] ⁴ | [Indicate Local Currency] |
| Region I | Need Verification⁵ | | | | |
| | Taluka/Town wise Packages Design, BOQ, Tender Documents, Specification⁵ | | | | |
| Region II | Need Verification⁵ | | | | |
| | Taluka/Town wise Packages Design, BOQ, Tender Documents, Specification⁵ | | | | |
| Region III | Need Verification⁵ | | | | |

Section 4 – Financial Proposal – Standard Forms

| | | | | | |
|------------------|---|--|--|--|--|
| | Taluka/Town wise Packages Design, BOQ, Tender Documents, Specification⁵ | | | | |
| Region IV | Need Verification⁵ | | | | |
| | Taluka/Town wise Packages Design, BOQ, Tender Documents, Specification⁵ | | | | |
| Region V | Need Verification⁵ | | | | |
| | Taluka/Town wise Packages Design, BOQ, Tender Documents, Specification⁵ | | | | |
| Region VI | Need Verification⁵ | | | | |
| | Taluka/Town wise Packages Design, BOQ, Tender Documents, Specification⁵ | | | | |
| | Subtotals | | | | |

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

FORM FIN-4. BREAKDOWN OF REMUNERATION (ONE TYPICAL REGION)¹

| Group of Activities (Phase): _____ | | | | | | | |
|------------------------------------|-----------------------|-------------------------------|--------------------------------------|--|--|--|--|
| Name ² | Position ³ | Staff-month Rate ⁴ | Input ⁵ (Staff-months) | [Indicate Foreign Currency # 1] ⁶ | [Indicate Foreign Currency # 2] ⁶ | [Indicate Foreign Currency # 3] ⁶ | [Indicate Local Currency] ⁶ |
| Foreign Staff | | | | | | | |
| | | [Home] [Field] | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| Local Staff | | | | | | | |
| | | [Home] [Field] | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total Costs | | | | | | | |

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

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

- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field for one typical region and suppose that the same man months will be required in other region if more than 01 region works shall be provided to any firm.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form for a typical region.
- 6 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.

Use additional tables where required to cover the REQUIRED HUMAN RESOURCE

FORM FIN-5. BREAKDOWN OF REMUNERATION TYPICAL REGION

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

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

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

FORM FIN-6. BREAKDOWN OF EXPENSES REGION WISE

| | | Group of Activities (Phase): _____ | | | | | | | |
|----------------|---|---|-------------------------------|------------------------|----------|--|--|--|--|
| N ^o | Consultants may write the name of the Regions | Description ² | Unit (250 Schools per Region) | Unit Cost ³ | Quantity | [Indicate Foreign Currency # 1] ⁴ | [Indicate Foreign Currency # 2] ⁴ | [Indicate Foreign Currency # 3] ⁴ | [Indicate Local Currency] ⁴ |
| | Region I | Need Verification | Each means for 250 schools | | | | | | |
| | | Architecture, Structure & MEP Drawings, BOQ, Tender Documents and Specifications others | Each | | | | | | |
| | Region II | Need Verification | Each means for 250 schools | | | | | | |
| | | Architecture, Structure & MEP Drawings, BOQ, Tender Documents and Specifications others | Each | | | | | | |
| | Region III | Need Verification | Each means for 250 schools | | | | | | |
| | | Architecture, Structure & MEP Drawings, BOQ, Tender Documents and Specifications others | Each | | | | | | |

| | | | | | | | | | | |
|--|-----------|--|----------------------------|--------------------|--|--|--|--|--|--|
| | Region IV | Need Verification | Each means for 250 schools | | | | | | | |
| | | Architecture, Structure & MEP Drawings, BOQ, Tender Documents and Specifications others Documents and Specifications others Drawings, BOQ, Tender Documents and | Each | | | | | | | |
| | Region V | Need Verification | Each means for 250 schools | | | | | | | |
| | | Architecture, Structure & MEP Drawings, BOQ, Tender Documents and Specifications others Documents and Specifications others Documents and Specifications others | Each | | | | | | | |
| | Region VI | Need Verification | Each means for 250 schools | | | | | | | |
| | | Architecture, Structure & MEP Drawings, BOQ, Tender Documents and Specifications others Documents and Specifications others | Each | | | | | | | |
| | | | | Total Costs | | | | | | |

• NOTE TO BIDDERS

The Consultants are required to consider all the required logistics, traveling and other for remote areas for the Assignment including HR disability and replacement, backups of each input and resource is to be considered.

Geographical spread of sites and features of access modes must also be examined.

For example a single site may be more than 20 Kms from the paved road. The access may be the canal embankment only. Most of the sites may have access through dirt tracks only.

Similarly nearest boarding and lodging facilities for various sites may also be examined.

Accordingly mode of transport, data delivery methodology etc are to be considered.

Digital photographs shall be an essential component of the work and accuracy of Site Location data is mandatory apart from accuracy of the other Data.

Note 2 [*List the applicable Reimbursable expenses in local currency shall be examined and the above break up may include all the below given expenditures.*

- (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 communications such 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.

Note: The applicable expenditures will only be considered for this project.

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

**FORM FIN-7. BREAKDOWN OF EXPENSES FOR NEED
VERIFICATION EXERCISE ONLY**

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

| N° | Description¹ | Unit | Unit Cost² |
|-----------|--------------------------------|-------------|------------------------------|
| | HR Cost | LS | |
| | Communication | LS | |
| | Accommodation | LS | |
| | Boarding | LS | |
| | Security | LS | |
| | Equipment | LS | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

- 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 for each Site.
- 3 Only if the training is a major component of the assignment, defined as such in the TOR.

APPENDIX. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

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

1. Review of Remuneration Rates

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The PA is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The PA is, therefore, concerned with the reasonableness of the firm's Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm's remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

(i) Salary

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

(ii) Social Costs

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

(iii) Cost of Leave

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

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

Section 4 – Financial Proposal – Standard Forms

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 allowances 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 rate shall be the same for married and single team members.

Standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer

rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. PA Guarantee

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

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant’s Representations Regarding Costs and Charges 01 Typical Region

(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

TERM OF REFERENCE FOR NEED VERIFICATION, DETAILED ARCHITECTURAL & ENGINEERING DESIGN, ENGINEERING ESTIMATES (DESIGN CALCULATIONS), TALUKA/TOWN WISE PACKAGES & TENDER/BIDDING DOCUMENTS & EX-POST PROCUREMENT REVIEW.

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.

General Condition of Contract

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 at least 05years).

With the concept of Whole School Development any missing infrastructure / facility in the selected school may be constructed like Additional Class Rooms and 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 Required at Regional Level

- i. Conduct review/certification of identified districts' of Sindh and infrastructure need assessments through field survey of the schools preliminary identified by PMIU/Districts;
- ii. Develop school specific detailed designs (Architectural, Structural, Electrical & Plumbing) which would be aligned with the Environmental & Social Management Framework (ESMF-II) and others standards followed by Government of Sindh. (The ESMF-II document is available at the RSU website <http://www.rsu-sindh.gov.pk/>)

- iii. The consultant will provide all possible technical assistance to PMIU through Environmental coordinator (EC) for the implementation of ESMF-II document agreed with the World Bank.
- iv. The consultant will provide all necessary technical support and assistance to PMIU in the process of design development, preparation of TALUKA/TOWN WISE PACKAGES documents/tender packages, standard bidding documents and preparation of procurement plans as per agreed timelines.

The consultancy service is required for identified regions in Sindh (whole Sindh categorized in 06 regions), and the works are expected to commence concurrently. As approximate 250 ± 50 schools will be selected yearly in each region (Total 1500 will select in all districts of Sindh) for infrastructure improvement and providing the basic standard facilities, the number of schools may vary depend on the availability of funds each year. The PMIU will award contract at Taluka basis, and each district 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 Review / Certification of Districts' Need Assessment.

- i. Conduct the coordination meeting with Client and work out the methodology to perform the Need Assessment exercise as per the criteria acceptable to the client and donor agency World Bank
- ii. In conjunction with the District Profile provided by the client, the consultant Prepare Need Assessment Survey Plan (NASP) for all categories of schools identified in SID agreement, the survey plan and design instrument must be acceptable to the client.
- iii. Conduct field survey as per approved methodology for verification/certification of need assessment (prepare the drawings on AutoCAD which included schools total available area/covered area, available infrastructure condition and type, lacking/missing facilities, or have unsafe buildings, water source (Surface or ground water dependent), electricity connection (legal/illegal connection, metered or other and provision of wastewater disposal option available or not or which may require limited rehabilitation work) and up gradation or consolidation categories of schools prepared by districts as per each districts 'initial list. Need Assessment Survey will be conducted on a prescribed format agreed with the client, for survey work 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 survey information will be accumulated in the database at consultant Head Office. For the purpose of displaying survey information and details of the survey results, an interactive website interface with Google Earth (GPRS) and smart phones will also develop for demonstration to project stakeholders and other record purposes.
- iv. The Need Assessment survey of 2014-15 has been completed and preliminary works required for specific school rehabilitation has been identified, however before designing of the facility re-verification for the works of 2014-15 identified required which also include to prepare the existing layout including information of structure available, levels, utilities and others shall be obtained from each school site (s). Based on the information available the detailed architectural and structural designs will be prepared.

General Condition of Contract

- v. Communicate the project objectives to District Management and assure the adequate selection of schools from districts;
- vi. Provide detailed comprehensive survey report after completion of Need Assessment survey work.
- vii. First PMIU in coordination with District Management prioritizes the list of school from District Profiles provided through Consultant. Based on the prioritized list, consultants will visit the schools for field verification about the need and scope of work required at specific school.

NOTE TO BIDDERS

The Consultants are required to ascertain the logistics, traveling and other remote area requirements for the Assignment including breakdowns, HR disability and replacement, backups of each input and resource is to be considered.

Geographical spread of sites and features of access modes must also be examined.

For example a single site may be more than 20 Kms from the paved road. The access may be the canal embankment only. Most of the sites may have access through dirt tracks only.

Similarly nearest boarding and lodging facilities for various sites may also be examined.

Accordingly mode of transport, data delivery methodology etc is to be considered.

Digital photographs shall be an essential component of the work and accuracy of Site Location data is mandatory apart from accuracy of the other Data

The field verification survey for Year 01 is already completed by client and schools are identified for the construction for the FY 2014/15 to jump starts the program activities, however engineering knowledge like layout, levels, existing marking of infrastructure including utilities on map and others need to be obtained before designing. Consultants will need to identify schools for subsequent years if the program activities will be successfully implemented and Government of Sindh and World Bank are satisfied with the development.

3.2 Design (Architectural Structural, MEP) support.

The following support will be provided to consultant as input for its design work;

3.2.1 Client's support to the consulting firm

Make available the guidelines for school construction and National Building Codes. It is expected that the executed work assignments under different projects by the client will provide relevant inputs for the work to be carried by the selected third party engineering consulting firm. The analytical work performed under the Environmental and Social Management Framework (ESMF-II) developed by Govt. of Sindh. Which outputs are the following will consider as input for performing design work:

- a) Hazards mapping report prepared by Government of Sindh with the assistance of World Bank to adopt different design methodologies to resist natural calamity in any unfortunate condition

- b) Government of Sindh has carried out analysis of 1000 water samples picked from Schools covering all districts of Sindh. Based on the contamination level 15 pilot projects for Water Filtration Units are designed which will be implemented in Schools.
- c) Survey of 400 schools for structure inspection has been carried out, the findings and recommendation on design, use of material and workman ship has been provided in School Sitting guidelines manual. The manual shall be used for site specific architectural and structure designing of schools. 04 prototype architectural designs are also available with Client, the features may be used for site specific design and drawings.
- d) Survey for alternate source of power being conducted and 15 pilot projects for alternate source of power (photovoltaic, wind and hybrid systems) are designed which shall be adopted for Schools. The guidelines are available and shall be used.
- e) The above mentioned works are completed by the Client and to be used in site specific design of Schools

3.3. Design Services:

- i. Please read the below design scope of work which has some time limitations, consultants required to complete the design work in only three (03) months after signing the contract for the works to be executed in FY 2014/15, however for the subsequent years ample time is available for need assessment survey and design works.
- ii. Evaluate the guidelines/procedures (if any) for selection of existing school site , and architectural and structural design criteria in use in each district, with reference to structural safety standards and identify safety risks involved in view of natural calamities;
- iii. Suggest amendments and / or develop the site selection guidelines and design criteria fulfilling the safety standards. The consultants will be required to conduct a survey and identify new locations for existing Shelterless schools and suggest to be relocated in areas without any natural calamity disaster risks.
- iv. Collect 'Environmental and Social Management Framework (ESMF-II) available at client and it website .
- v. Ensure compliance to the requirement of the ESMF-II guidelines (such as in the form of a check list) for site selection, design and other considerations;
- vi. Based on the field verification survey where the need identified and finalized school list. Prepare prototypes for schools of similar nature and prepare school site specific designs (with detailed architectural, structural, MEP design with engineer's cost estimates), perform soil testing where required before designing structures for the three categories defined above (whole school development, upgradation and consolidation) which also includes shelter-less schools, additional class rooms and missing / lacking facilities, water filtration units, alternate electricity unit, toilets and its disposal facility etc for each district the designs prepared shall be cost effective and shall meet structural safety standards for minimizing natural disasters risks (seismic, floods, heavy rains/winds, water logging and salinity, etc)
- vii. Structure of the schools will be designed based on the hazards mapping report. The earthquake, flood and cyclone prone areas will be designed with the different approach and where such situation does not predictable simple RCC frame structure may be provided

- viii. Develop school base Architectural and Structure designs as per ESMF-II guidelines (RSU, website), develop detail drawings (civil, electrical & plumbing) for Missing facilities (additional class room, toilet blocks, boundary wall etc), The school architectural design will adopt the use of water filtration units, alternate energy projects designed by client for implementation as per the site specific conditions,
- ix. The consultant will develop indigenous designs using local available construction materials in efficient manner and meet the design standards.
- x. Prepare Taluka Wise package, prepare engineering estimates of schools fall in specific Taluka and prepare TALUKA/TOWN WISE PACKAGES-1/tender package accordingly.
- xi. The design team of consultant will includes the following professionals Region Wise
 - Project Manager (Masters in relevant field & Bachelors in Civil Engineering with 15 years of experience in managing diversified project designs)
 - Senior Architect (Master & Bachelors in Architectural Building Planning& Design with 15 years of Experience, including the experience of school buildings)
 - Structure Design Engineer (Masters in Structure Engineering & Bachelors in Civil Engineering with atleast 15 years of building design experience for same nature of assignment)
 - Senior Environmental Design Engineer (Masters in Environmental Engineers & Bachelors in Civil / Urban Engineering Minimum 07 years of experience for design of water and sanitation facilities)
 - Electrical Engineer (Bachelors in Electrical Engineering with atleast 07 years of experience in Electrical Design Works)
 - Utility Design Engineer (Bachelors in Civil / Urban Engineering with atleast 07 years of experience in designing external and internal utilities)
 - Contract Engineers (Bachelors in Civil Engineering with atleast 05 years of contract management experience)
 - Survey Engineers (Bachelors in Civil Engineering with atleast 07 years of experience in Building Works)
 - Quantity Surveyors and CAD Operators (relevant experience more than 05 years)

3.4 Preparation of TALUKA/TOWN WISE PACKAGES/Tender Package, Standard Bidding Documents.

The consultant is required to:

- i. Prepare Taluka Wise TALUKA/TOWN WISE PACKAGES/Tender Packages.
- ii. Prepare the Procurement Plan for each Taluka for the engagement of contracts. The contractors will be hired through PMIU and the design consultant will provide all possible support to PMIU to prepare necessary documents like engineering estimates, TALUKA/TOWN WISE PACKAGES-1/Tender Package, Standard Bidding Document and handover the same to PMIU to initiate procurement process.
- iii. Prepare a sample bidding document(s)for civil works / goods complete in all respects to be used as template and take approval from PMIU to replicate the same in entire Sindh, with specific focus on pre-qualification criteria, optimizing quality and market mechanics, specifications, special provisions of ESMF requirements (pilot projects) etc. Taluka wise tender/bidding documents shall be prepared by consultants as per the template approved.

- iv. Develop taluka based tender documents including engineering estimates, exhaustive Bill of Quantities detail work drawings, specifications, and condition of contracts as per upto date SPPRA guidelines
- v. In case of civil and electrical contracts are required separately, it is to be considered that concealed wiring is only acceptable to the 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.
- vi. Perform ex-post civil works procurement review of 20% of the contracts awarded by PMIU under the consultant assigned regions.

3.5 Environmental Management Services to the Client

The consultant need to hire necessary staff as mentioned in table-3 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 Design, Tender/Bidding documents to comply the implementation targets set in the ESMF document. The following key works shall be monitored

- Site specific Design Water facilities based on the pilot projects assessment performed by PMIU and the availability and quality of water in each school
- Site specific Design of Water filtration units based on the contamination levels (report of 1000 school water testing is available with PMIU covering entire geographical spread of Sindh)
- Ensure the Provision of toilets along with the proper disposal system in each school is compulsory
- Design of schools – Architecture design to capture natural lighting and well ventilated class rooms
- Site specific Adoption of alternate source of power supply to off-grid schools
- Use of Hazards mapping report in sitting and design of school buildings.
- Other scope which helps to implement the ESMF.

3.6 Standardization of School Furniture Procurement

- i. The shortage of furniture in schools is a perennial problem of education sector. SEMIS data shows that tables, chairs, student desks, shelf's, computer tables, cupboards and other allied items are missing in most of the schools. On the other side, considerable expenses incurred at the revenue side of the budget to procure furniture.
- ii. The procurement practices, anecdotal evidence suggest, do not streamlined and little oversight and standardization exist in this area. Sindh is a large province with desert, hilly and fertile lands. Some areas have water seepage problems and some have termite problems. The standardization endeavor must take into account these divergences. However, the need for standardization and oversight of furniture and other revenue component exist.

- iii. In view of above it is suggested that a thorough study may be carried out to arrive at a mechanism that standardizes the furniture procurement and establishes an oversight regime. Following are the TORs for such a study.

Terms of Reference

- a. Identify the need of furniture in schools. This task shall be done during the need verification exercise.
- b. Review the existing work done by donor agencies, sister provinces and other Government agencies such as ERRA.
- c. Draft oversight mechanism for revenue procurement, following SPPRA rules.
- d. Draft Standards for furniture keeping in view the variations in districts environment and need, school construction standards and best practices.
- e. Organize discussion forums to share and seek comments on draft documents.
- f. Based on the iterative process, submit final report on oversight mechanism.
- g. Based on the iterative consultative process, submit final report on Furniture standards.

3.7 Procurement Support to PMIU – Document Preparation

- i. During the vetting, the following indicators will be used:-
 - Packages should be at talukas based and should not be more than the permissible limit of Rs. 50.00 Million (Revenue component shall be only 15% of the total amount) for each talukas. In case of allocation of talukas more than Rs 50.0 Million more than 01 Packages shall be prepared.
 - The Developed Packages shall include (i) Construction Cost of all identified schools in specific Taluka's including electrical and plumbing works (ii) Cost of proposed water treatment units and alternate/renewable energy designed units in identified schools, & (iii) Cost of proposed furniture to be procured in identified schools.
 - Only those schools or facilities are included in the Packages which have approved by the Consultant in consultation with client through Need verification exercise.
 - Quantities of furniture and allied facilities should be match with the facilities provided under civil works. .
 - Items rates are as per with the prevailing market rates.
- ii. Once the Packages prepared by Consultant, consultant ensure that the checklist specified in table-1 need to be reviewed thoroughly and transmitted to client for confirmation.

Table – 1: Checklist for Cost Estimates of Revenue Component

| Sr. No. | Description |
|---------|--|
| 1. | Prescribed Performa of Planning Commission / P&D Department GOS should be duly filled & signed. |
| 2. | As the bid is required to be submitted on item rate basis, therefore, quantities for each item of goods should be worked out as per actual requirements. |
| 3. | A contingency allowance for possible price increases should be provided as a provisional sum in the summary of the cost estimates. |

General Condition of Contract

| | |
|----|---|
| 4. | Time period for provision of furniture should not be more than 3 months. |
| 5. | Taluka based Packages should be prepared and should not exceed Rs.60.00 Million each including revenue component. |

- iii. Once the process of preparation of Packages is completed and their subsequent administrative approval from the Competent Authority being taken. Process of vetting for SBDs along with draft IFB (NIT) will be taken in hand.
- iv. Importance will be given during the vetting to confirm that all the following mandatory sections are part and parcel of SBDs.
 - Conditions of Contract (Fixed)
 - Bidding Data
 - Contract Data
 - Post Qualification Information
 - Drawings & Specifications
 - Bill of Quantities
- v. The consultants will also ensure that high quality standards are maintained. The first step would be to ensure that good quality material preferably from quality assured vendors is procured.

3.8 Maintenance of all project data / documents.

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 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

3.9 Capacity Building

The Consultant shall perform the following tasks for PMIU and District Management Staff where required:

- i. Workshops participation / training for PMIU staff at National Level and International Conference where necessary
- ii. Create awareness and vision for understanding of the design drawings and specification prepared by the Consultant.
 - Capacity building workshops for PMIU staff where necessary
 - Motivate & create awareness to adopt rules of SPRRA for Bidding Process.
- 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 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.

3.10 Monitoring Support to Client

All logistics/travelling support shall be provided to PMIU staff to perform field visits for monitoring when and where required. Note that support will only be provided through the existing facilities used during the project by consultants.

Table – 3: Required Human Resource for Consultancy Services for a Single Typical Region

| Sr. No. | EXPERT POSITION | QUALIFICATION & EXPERIENCE | NOs | Man months per person/staff | Total MAN MONTHS |
|---------|----------------------------|---|-----|-----------------------------|------------------|
| 1. | Project Manager | Masters in relevant field & Bachelors in Civil Engineering with experience in managing diversified project designs Project Manager shall ideally have 15 years of Development Sector / Social Sector experience and hands on knowledge for Project Planning, Procurement and Contract Management, Human Resource Management, Conflict Management, Good communication Skills.) | 01 | 2.25 | 2.25 |
| 2 | Senior Architects | Master & Bachelors in Architectural Building Planning& Design with 15 years of Experience, including the experience of educational buildings, school buildings, hand-on knowledge to prepare environmental friendly designs by utilizing indigenous materials and using agro-ecological zoning of Sindh. | 01 | 2.25 | 2.25 |
| 3 | Architects | Bachelors in Architectural Building Planning& Design with atleast 07 years of Experience, including the similar experience. | 05 | 1.5 | 7.5 |
| 4. | Structure Design Engineers | Civil Engineer along with Masters degree in Structures is required, registered with PEC as Structure Engineer, having 15 years of | 01 | | 2.25 |

General Condition of Contract

| | | | | | |
|----|--|---|----|-------|------|
| | | experience in building designs, familiar with local building codes, seismic analysis, earthquake zoning of Sindh and able to prepare safe and sound designs that will meet the climatically and geographical hazards | | 2.25 | |
| 5. | Senior Environmental Specialist (Design Engineer) | MS Environmental Engineering & BE Civil/Urban/Environmental along with Minimum 07 years of experience of designing 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. | 1 | 1.5 | 1.5 |
| 6 | Electrical Engineer | Bachelors in Electrical Engineering with atleast 07 years of experience in Electrical Design Works) | 1 | 1.5 | 1.5 |
| 7 | Utility Design Engineer | Bachelors in Civil / Urban Engineering with atleast 07 years of experience in designing external and internal utilities) | 1 | 1.5 | 1.5 |
| 8 | Contract Engineer | Bachelors in Civil Engineering with atleast 05 years of contract management experience or similar job experience, possess the hand on knowledge of Government Procurement rules and systems SPPRA-2010, and well aware of PEC's & FIDIC guidelines. | 1 | 2.25 | 2.25 |
| 9 | Survey Engineers | Bachelors in Civil Engineering with atleast 07 years of experience in Building Works | 02 | 1.125 | 2.25 |
| 10 | Junior Design Engineers (Structure, Environment etc) | Bachelors in Civil Engineering with atleast 03 years of experience in Building Works | 05 | 02 | 10 |
| 11 | Field Data Coordinator | Bachelors in Civil Engineering with atleast 05 years of experience in | 01 | | 2.25 |

General Condition of Contract

| | | | | | |
|----|------------------------|--|----|------|----|
| | | Building Works | | 2.25 | |
| 12 | Quantity Surveyors and | BE Civil or DAE in Civil technology with relevant +03 years of experience of quantities estimation, developing BOQ's, engineering estimates, checking and verifying of bill payments and measurements at site. | 06 | 01 | 06 |
| 13 | CAD Operators | DAE in Civil Engineering with relevant 05 years of experience of drafting structure designs, building layouts and water supply & drainage systems | 06 | 01 | 06 |
| 14 | Site Surveyors | Minimum Qualification DAE (Civil) with 03 years of similar experience. In case BE Civil is available 02 years of experience is required. Need verification exercise at District/Taluka level, approx 100 schools list at each district provided to consultants by PMIU for need verification exercise. Consultant may complete the exercise by using SMART Technologies by physical survey and report to PMIU. PMIU will further prioritize the schools based on the availability of funds. It is estimated that 250 ± 50 schools may be finalized and provided to the design team for further actions for one region. | 10 | 01 | 10 |
| 15 | Other | Consultant may propose positions to handle and deliver the assignment on time. Support staff requirement shall be provided separately. | | | |

II. 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, 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 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 Corruption

A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, 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 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 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 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 or to the Services, as faithful advisers to the PA, and shall at all times support and safeguard the PA's legitimate interests in any dealings with Sub-Consultants or third Parties.

3.2 Conflict of Interests

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

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

The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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

- 3.2.3 Prohibition of Conflicting Activities
- The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality**
- Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant**
- The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring PA's Prior Approval**
- The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the PA the reports and documents specified in (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 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 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 mention in SC.
- 6.2 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.3 Contract Price** The price payable in Pak 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. Special Conditions of Contract

OPERATIONAL FORCE MAJEURE

The department may increase or decrease the number of Schools or Talukas or District or Regions due to operational reasons through a written Order to the Design Consultants.

OPERATIONAL METHODOLOGY

Upon signing of the Agreement by both the Parties the department shall issue assignment orders providing the following information.

- a) List of Schools
- b) Type of School (Primary etc.)
- c) Category with SEMIS Code
- d) Taluka
- e) District
- f) Region

directing the Design Consultants to proceed with the work.

Important: “Work shall be carried out through serialized assignment orders issued by the department”

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

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|----------------------------|---|
| {1.1} | Sindh Public Procurement Act and Sindh Public Procurement Rules 2010. |
| 1.3 | The language is English. |

Special Condition of Contract

1.4

The addresses are:

Procuring Agency: Project Management & Implementation

Unit, Education and Literacy Department, Sindh

Attention: SECTION OFFICER DEVELOPMENT

Facsimile: +92 – 21 –

E-mail: _____

Consultant: _____

Attention: _____

Facsimile: _____

Special Condition of Contract

{1.6} {The Member in Charge is *[insert name of member]*}

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

1.7 The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

1.8 *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 there from 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 there from by them upon their respective departure from the Government's country, provided that:

Special Condition of Contract

- (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 *25th Feb, 2015*

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 for the engagement of services for the next 12 months will be based on the availability of funds, performance of consultants and other Government Decision. Before renewal of contract negotiation will be held with Consultants the basis of 12 months progress of funds.

Special Condition of Contract

3.4 The optional risks and the coverage 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 insurance 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.

Special Condition of Contract

Note: Delete what is not applicable

{3.7 (b)} The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.

{5.1} *Not Applicable.*

6.1 “Performance security of 1% (one percent) shall be deducted from the consultants bills”

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

Special Condition of Contract

6.5 The accounts are:
for local currency: *PKR*

Payments shall be made according to the following schedule:

- (a) Need Verification
- (b) Design, BOQ and Tender Documents

*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:

Note: Payment schedule shall be discussed during the negotiations

Special Condition of Contract

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:

Name of Seller/Supplier:
Signature:

[Seal]

[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 Consultant's name]* (“the Consultant”) having its principal office located at *[insert Consultant's address]*.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the reports listed in Annex B, “Consultant's Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.
- 2. Term** The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling

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

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.
- 4. Economic Price Adjustment** In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has 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:

$$R_i = R_{i_0} \times \frac{I_i}{I_{i_0}}$$

where R_i is the adjusted remuneration, R_{i_0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_i is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{i_0} 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 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.
- 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 it 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: _____