

Request for Proposal (RFP) For Procurement of in house Consulting Firm for Sindh Solid Waste Management Board (SSWMB) Government of Sindh.



Sindh Solid Waste Management Board (SSWMB)

RFP prepared as per SPPRA Rules 2010 amended
2013 issued on 3rd June 2015

Secretary SSWMB



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Preface

This request for proposals (RFP) has been prepared by Sindh Solid Waste Management Board (SSWMB) and is based on standard request for proposal (SRFP) for single stage two envelop procedure of open competitive bidding and quality and cost based selection method of Sind Public Procurement Regularity Authority (SPPRA) Rules 2010 amended 2013 except where specific considerations have required a change.

QCBS (Quality and cost based selection method of Sindh Public Procurement Rule 72 (3)) is adopted for selection of Consultants because of the reason that the assignment is not of standard nature and practices, and standards are not well established. This method is preferred as it allows for both efficiencies and economy and a sorting mechanism for technical quality as well as weighting mechanism for cost.

Secretary



Letter of Invitation

Letter of Invitation

The Sindh Solid Waste Management Board (SSWMB) is seeking for a Procuring Agency to provide the following consulting services:

CONSULTING SERVICES FOR THE PREPARATION OF THE SOLID WASTE MANAGEMENT PLAN FOR SINDH SOLID WASTE MANAGEMENT BOARD GOVERNMENT OF SINDH

Section 1. Letter of Invitation

Block 21C Building, Abbott Road
Phase II, North Nazimabad, Karachi-75200
P.O. Box 77, Karachi, Pakistan
T: 021-9723444
Fax: 021-9723444
E: info@sswmb.gov.pk
www.sswmb.gov.pk
Block 21C Building, Abbott Road
Phase II, North Nazimabad, Karachi-75200
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www.sswmb.gov.pk



Section 1. Letter of Invitation

Letter of Invitation

Invitation/File No. _____

Karachi dated _____

Name of consultant _____

Address: _____

Dear Mr./Ms.:

1. The Sindh Solid Waste Management Board (SSWMB) (hereinafter called "Procuring Agency") now invites proposals to provide the following consulting services:

PROCUREMENT OF IN HOUSE CONSULTING FIRM FOR SINDH SOLID WASTE MANAGEMENT BOARD – GOVERNMENT OF SINDH

More details on the services are provided in the Terms of Reference.

2. This Request for Proposal (RFP) has been addressed to the following shortlisted/pre-qualified/interested Consultants:

Srl#.	M/s	Address.
1.	National Engineer Services Pakistan (Pvt.) LTD (NESPAK)	13 th Floor, N.I.C. Building, Abbasi Shaheed Road, off: Shah-reh-Faisal, Karachi-74400. P.O. Box 5772 Karachi, Pakistan e-mail nespakkh@gmail.com
2.	Integrated Equities (Private) Limited.	202, Y-Block, Commercial Area, DHA Phase III, Lahore. e-mail Kamraninbox@gmail.com
3.	ARCH VISION CONSULTANT	405-406, Shaes Centre, 4 th Floor, SB-25, Block:13-C, Gulshan-e-Iqbal, University Road, Karachi. e-mail archen04@yahoo.com
4.	Environment Management Consultant Pakistan (Private) Limited (EMC PAK).	503, Anum State, Opp: Duty Free Shop, Shah-reh-faisal, Karachi. e-mail nadeem@emc.com.pk
5.	Techno-Consult International	Techno House, 37-K/6, P.E.C.H.S, Karachi-75400 e-mail email@techno-consult.com
6.	G3 Engineering Consultants (Pvt) Ltd.	House No.160, Block-D, Model Town, Lahore, Pakistan. e-mail info@g3ec.com
7.	Stratcon Environmental Developers & Consultants.	Communication Office, C-36, Lower Ground Floor, 21 st Commerical Street, Phase-II (Ext), Deference Housing Authority, Karachi-75500 (Pakistan) e-mail: naaconsulting@gmail.com

It is not permissible to transfer this invitation to any other firm.

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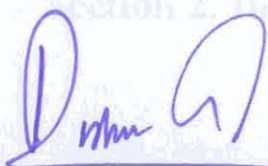


Consultant

Sindh Solid Waste Management Board

3. A firm will be selected under quality and cost based selection method and procedures described in this RFP, in accordance with the SPPR 2010 amended 2013.
4. The RFP Document includes the followings:
 - 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 – General Condition of Contract & Special Conditions of Contract
 - Section 7- Integrity Pact & Format of Contract Agreement.
5. Please inform us in writing at the following address, upon receipt:
 - Office of Sindh Solid Waste Management Board,
 - Bungalow No. D – 47, Block-2, Clifton Karachi Pakistan.
 - (a) *that you received the Letter of Invitation; and*
 - (b) *whether you will submit a proposal alone or in association.*

Yours sincerely,



(Signature, name and title of Head of Department)



Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

- (a) "Procuring Agency (PA)" means the Sind Solid Waste Management Board 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 which the Consultant subcontracts any part of the Services.
- (l) "Terms of Reference" (TOR) means the document included in the RFP as mentioned in Terms of Reference (TOR) which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Consultant, and expected results and deliverables of the assignment.
- (m) "LS" means lump sum



2. Introduction

2.1 The Procuring Agency (Sindh Solid Waste Management Board) here in called as the Procuring Agency (PA) will select a Consulting Firm from those listed in the letter of invitation (Prequalified/shortlisted Consulting Firms/organization) in accordance with the method of selection specified in the **Data Sheet**.

2.2 The eligible Consultants (shortlisted) 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 negotiation 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/pre-bid conference as specified in the **Data Sheet**. Attending the pre-proposal /pre-bid conference is, however optional. The 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



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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

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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 SPPR 2010, “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, the 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.

6. Eligible Consultants

6.1 If short listing process has been undertaken through Request for Expression of Interest (REOI), as outlined under Rule 73 and 74 of SPPR-2010 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.

6.2 Short listed consultants emerging from request of expression of interest are eligible.



6.3 The short listed consultants must attach, a valid registration certificate of the following authorities / bodies:

i) Pakistan Engineering Council in required category of Consulting Engineering services (category according to the bid amount).

ii) In case of joint venture structure firms, registration certificate of Pakistan Engineering Council in required category of lead firm and its associates must be attached.

iii) Registration of the consultant from board of revenue and in case joint venture structure firms, registration of lead firms and its associate firms is required.

iv) Registration with Tax Authorities of Pakistan and NTN No. of Consultant, Leading firm, Associate firm in case of joint venture firm shall be required.

v) For electrical works, lead consulting firms and associate firms in case of joint venture must possess a valid electrical license from electrical inspector of Sindh.

The proposals submitted without fulfilling the requirements noted above shall be considered Non Responsive.

6.4 The procure agency shall disqualify a consultant whether already prequalify or not, if it finds at any time, that the information submitted by him, concerning his qualifications and professional, technical, financial, legal or managerial competence as consultant was false and materially inaccurate or incomplete or

i) At any stage has indulged in corrupt and fraudulent practices as defined in Sindh Public Procurement Rules 2010 amended 2013.

ii) A consultant being aggrieved by the decisions of the procuring agency.

6.5 Consultant, consulting firms, JV associate, sub consultant are restricted to submit their proposals only in the following cases:



- a) As a matter of law or official regulations, commercial relations are prohibited with bidder's country by federal government or
- b) A firm is black listed or debarred by procuring agency and the matter has been reported to the authority subject to Rule 35 of Sindh Public Procurement Rules 2010 amended 2013.

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.

9.2 Consultants shall submit required bid security along with financial proposal defined in the Data Sheet (which shall not be less than one percent and shall not exceed five percent of bid amount). Refer Data Sheet.



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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.


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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 vita (CV) shall submit for each position.

(vi) An association between consultants for the purpose of this contract may take either the form of a joint venture or a sub consultancy under a joint venture agreement. Only one entity through the lead consultant shall be responsible to the procuring agency for execution of the entire assignment.

Under sub consultancy the main consultant may engage other consultant for performing part of an assignment. The main consultant shall however, bear all responsibility for quality, best engineering practices, output and in all other aspects as provided in this contract.



13.2 The Technical Proposal shall provide the following information using the attached Standard Forms. TECH-1 is Technical Proposal submission Form.

(i) A brief description of the consultant organization and an outline of recent experience on assignments (Form TECH-2A and TECH-2B) 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 (Form TECH-3C and TECH-3D).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Form TECH-5).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Form TECH-6). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last five years (PA may give number of years as per their requirement) years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Form TECH-7 and TECH-8).

(vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and training, if the Data Sheet specifies training as a major component of the assignment (Form TECH-4).

(vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.



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14. Financial Proposals

14.1 The Financial Proposal shall be prepared using the attached Standard Forms. 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. (refer Data Sheet)

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 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.


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Consultant

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 dispatch 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

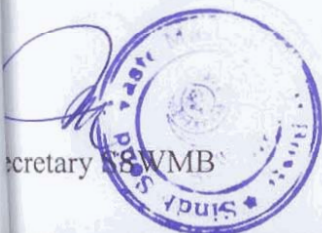
18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal 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: (LCS, QCBS, and Fixed Budget Selection Methods Only)

Great technical skills
with the right attitude

Consultant



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.

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

19.4 In case of Quality and Cost Based Selection QCBS Method the lowest evaluated Financial Proposal (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 of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

20. Negotiations

20.1 Negotiations will be held at the date and address, or as 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).



22.2 Extent of contract Negotiation - Procuring Agency may negotiate with the highest rank bidder regarding methodology, work plan, staffing and special conditions of contract. The procure agency shall not permit substitution of key staff, unless both parties agree that undue delay in selection process makes such substitution unavoidable. Similarly, negotiation shall not seek changes in the rate quoted by the bidder. In case of failure negotiations the procuring agency may invite second ranked bidders as per the evaluation report.

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 days of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.



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.

26. Duties & taxes

All taxes, duties, fees and other contractual cost regarding the signing of contract shall be borne by the consultants / JV consulting firm.

27. Proposal Preparation cost

Consulting firm, JV consulting firms shall bear all costs associated with preparation and submission of their proposals.

28. Proof of Joint Venture

Valid proof of JV legal documents under laws prevailing in Pakistan shall be provided by JV firms and shall identify the leading firm.

29. Payment of Income taxes & other taxes

The consultants, JV consulting firms, sub consultants and their employees shall be responsible to pay income tax.

The price quoted by the consultants for the works and services under this contract shall include all custom duties, import duties, business taxes, income and other taxes, that may be levied in accordance with laws and regulations enforced in Pakistan, as of closing date for submission of proposals, and taxes on vehicles, machineries, tools acquired under the contract nothing in the contract shall relieve the consultant from their responsibilities to pay taxes that may levied in respect of the contract.



Sindh Solid Waste Management Board

Data Sheet

Sr#	Data	
1	Name of Assignment	Procurement of in House Consulting Firm for Sindh Solid Waste Management Board (SSWMB) Govt. of Sindh.
2	The Name of PA's Official	Secretary SSWMB
	Address	Bungalow No. D-47 Block-2, Clifton, Karachi, Pakistan.
	Telephone#	021-35372982-4
	E-mail	sswmbkyc@gmail.com
	website	sswmb.gov.pk
	Facsimile	0092-2135863029
3	Procedure of open competitive bidding	<p>Single Stage – Two Envelop Procedure</p> <p>a. Proposal shall comprise a single packet (outer envelop) containing two separate envelops. Each envelop shall contain, separately for the Technical Proposal & Financial Proposal duly sealed.</p> <p>b. The package (outer envelop) shall be clearly marked the name of the assignment, date and time of submission and the address and place of the submission.</p> <p>c. The Package containing the two envelops must be sealed and signed.</p>
4	Method of Selection	Quality & Cost Based selection method (QCBS-Method)
5	Proposal shall be submitted by hand or may be sent by registered airmail. Proposal submitted through telegraph, telex, fax or e-mail will not be considered.	
6	Financial Proposal to be submitted with Technical Proposals.	
7	The PA will provide full co-operation to the consultant for site visit	
8	Pre-proposal conference will be held at the office of SSWMB-Bungalow No, D-47, Block-2 Clifton, Karachi, Pakistan On 09-06-2015 at 03:00 PM	
9	The proposal submission address is at the office of SSWMB Bungalow No.D-47 Block-2 Clifton, Karachi, Pakistan.	
	Proposal must be submitted no later than 22-06-2015 up to 02:00 PM. Technical Proposal shall be opened on 22-06-2015 at 03:00PM	
10	Expected date for commencement of consulting services: 01-08-2015	
11	Proposal must remain valid for 90 (Ninety) days after the proposal submission deadline	
12	Bid Security	Bid security equal to 1% of Bid amount will be attached with financial proposal in the form of Pay order, Demand Draft or Bank Guarantee in favour of

Secretary SSWMB

Consultant

Sindh Solid Waste Management Board

	SSWMB. The bid security shall remain valid for a period of 28 days beyond validity period of the bid.
13	Clarification may be requested not later than 5 (five) days before the proposal submission date. The address for requesting clarification is Secretary Sindh Solid Waste Management Board Bungalow No. D-47 Block-2 Clifton, Karachi Pakistan e-mail sswmbkyc@gmail.com , Facsimile 0092-2135863029
14	The proposal as well as all related correspondence exchange by the consultants and procuring agency shall be written in English whoever it is desirable that the firm's personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
15	Short listed consultant shall not associate with other shortlisted consultant.
16	The Consultants (including Joint Venture Consultants) shall submit only one proposal in its own name or in the name of lead consultant in case of joint venture. If a consultant including any joint venture member submits or participate in more than one proposal, all such proposal shall be disqualified and rejected.
17	Valid Registration Certificate of the following Authorities / Bodies must be attached with the proposal as required under Clause 6.3 a. Pakistan Engineering Council b. Tax Authorities c. Board of Revenue d. License from Electrical Inspector of Sindh
18	The consultant should quote the cost of works and services under this contract in Pak Rupees and the payment shall also be made in Pakistani Currency (Pak Rupees), as per Bill of Quantities (BOQ) and in accordance with the verified bills against works and services provided by the consultant.
19	The consultant should quote the cost of each works and services inclusive of all taxes, expenses (reimbursable and other non-re-imbursable expenses), remunerations and contingencies cost.
20	For assignments with a duration exceeding twelve months a price adjustment provision for the remuneration rates to be submitted along with the proposal with break up as per already quoted rates .
21	The Consultant shall be required to submit time schedule to complete the items of works by activity, mentioning the man months required to complete the activities in an item. The man month of key personal given in Form TECH-9 are estimated/suggested, however the firms shall be encouraged to come up with better schedule and innovative approach that brings better efficiency as well as reduced cost.
22	The format of the Technical Proposal to be submitted is: FTP (Full Technical Proposal)

Sindh Solid Waste Management Board

23	<p>Training is a specific but not a major component of this assignment:</p> <p>Knowhow and training on integrated solid waste management is essentially required for the Govt. officials and officers to acquaint themselves with the planning/execution, operating, management and monitoring of various parts of integrated solid waste management. Training of at least Thirty (30) officers/ Officials shall be required, the cost of which shall be deemed to be included in the cost of items given in BOQ.</p>																																																		
24	<p>List the applicable Reimbursable expenses: Reimbursable expenses are to be included by consultants in consultancy financial proposal, in accordance with the instructions of Data Sheet at Srl.#19.</p>																																																		
25	<p>Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges.</p>																																																		
26	<p>Consultants to state local cost in the national currency (in case of ICB only): Yes_____ No Not Applicable</p>																																																		
27	<p>Consultant must submit the original Technical Proposal, and the original of the Financial Proposal.</p>																																																		
28	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals.</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;">Points</th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">19</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (i):</td> <td style="text-align: right;">(19)</td> </tr> <tr> <td colspan="2"> (ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference and details given in this RFP:</td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology & Work Plan</td> <td style="text-align: right;">25</td> </tr> <tr> <td style="text-align: right;">Total points for criterion (ii):</td> <td style="text-align: right;">(25)</td> </tr> <tr> <td colspan="2"> (iii) Key professional staff qualifications and competence for the assignment:</td> </tr> <tr> <td style="padding-left: 20px;">a) Team Leader-Solid Waste Management Specialist (International)</td> <td style="text-align: right;">06</td> </tr> <tr> <td style="padding-left: 20px;">b) Solid Waste Management Specialist (Local) Deputy Team Leader</td> <td style="text-align: right;">04</td> </tr> <tr> <td style="padding-left: 20px;">c) Environmental Specialist (Local)</td> <td style="text-align: right;">03</td> </tr> <tr> <td style="padding-left: 20px;">d) Landfill Site Design Specialist (International)</td> <td style="text-align: right;">04</td> </tr> <tr> <td style="padding-left: 20px;">e) Landfill Site Design Specialist (Local)</td> <td style="text-align: right;">03</td> </tr> <tr> <td style="padding-left: 20px;">f) Garbage Transfer Station / Material Recovery Facility Design & Management Specialist (International)</td> <td style="text-align: right;">04</td> </tr> <tr> <td style="padding-left: 20px;">g) Garbage Transfer Station / Material Recovery Facility Design & Management Specialist (Local)</td> <td style="text-align: right;">03</td> </tr> <tr> <td style="padding-left: 20px;">h) Waste to Energy (pyrolysis) Specialist (International)</td> <td style="text-align: right;">04</td> </tr> <tr> <td style="padding-left: 20px;">i) Bio Gas, Compost Specialist (International)</td> <td style="text-align: right;">04</td> </tr> <tr> <td style="padding-left: 20px;">j) Bio Gas, Compost Specialist (Local)</td> <td style="text-align: right;">03</td> </tr> <tr> <td style="padding-left: 20px;">k) Industrial Hazardous Waste Specialist (International)</td> <td style="text-align: right;">04</td> </tr> <tr> <td style="padding-left: 20px;">l) Industrial Hazardous Waste Specialist (Local)</td> <td style="text-align: right;">03</td> </tr> <tr> <td style="padding-left: 20px;">m) Medical Hazardous Waste Specialist (International)</td> <td style="text-align: right;">04</td> </tr> <tr> <td style="padding-left: 20px;">n) Medical Hazardous Waste Specialist (Local)</td> <td style="text-align: right;">03</td> </tr> <tr> <td style="padding-left: 20px;">o) Municipal Finance & Municipal Tariff Specialist (International)</td> <td style="text-align: right;">04</td> </tr> <tr> <td style="text-align: right;">Total points for criterion(iii)</td> <td style="text-align: right;">(56)</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total points for criteria # 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29

Breakup of Criterial / Point system

(i) Specific experience of the Consultants relevant to the assignment:

a.	Survey and feasibilities studies related to integrated solid waste management	05
b.	Impact assessment studies related to integrated solid waste management	05
c.	Designing and documentation of GTS, Landfill sites and related plants and equipment.	05
d.	Monitoring and supervision of various stages of solid waste management projects	04
Total points for criterion (i): as mentioned at serial 28 of data sheet		19

(ii) Adequacy of the proposed methodology and work plan

a.	Technical approach and methodology and work plan for front end collection and transportation including monitoring and supervision	04
b.	Technical approach and methodology and work plan for garbage transfer station including monitoring and supervision	03
c.	Technical approach and methodology and work plan for landfill site including monitoring and supervision	03
d.	Technical approach and methodology and work plan for RDF Plants and Equipments including monitoring and supervision	03
e.	Technical approach and methodology and work plan for Composting Plant and Equipments including monitoring and supervision	03
f.	Technical approach and methodology and work plan for Bio Gas and waste to energy plants and equipments including monitoring and supervision	03
g.	Technical approach and methodology and work plan for surveys, feasibilities studies.	03
h.	Technical approach and methodology and work plan for impact assessment studies	03
Total points for criterion (ii): as mentioned at serial 28 of data sheet		25

(iii) The Key staff criteria set out as above at serial No. 28 Shall be based on the following requirements.

Sr. No.	Position	Qualification	Exp. (Year)	Breakup of Criterial / Point System
iii a	Team Leader / Solid Waste Management Specialist (International)	Bachelor / Master / Doctorate of Engineering with expertise in Solid Waste Management	20	iii). a B.E Degree -----04 point Master Degree--- 05point Doctorate-----06 point
iii b	Solid Waste Management Specialist (Local) Deputy Team Leader	Bachelor / Master of Engineering with expertise in Solid Waste Management	15	iii). b B.E Degree -----03 point Master Degree---04 point
iii c	Environmental Specialist (Local)	Bachelor / Masters / Doctorate of Engineering with Expertise in Solid Waste Management	15	iii). c B.E Degree -----01 point Master Degree---02 point Doctorate-----03 point
iii d	Landfill Site Design Specialist (International)	Bachelor / Masters / Doctorate of Engineering with Expertise in Solid Waste Management	15	iii). d B.E Degree -----02 point Master Degree---03 point Doctorate-----04 point



Secretary

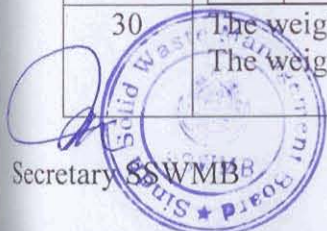
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Sindh Solid Waste Management Board

iii e	Landfill Site Design Specialist (Local)	Bachelor / Masters / Doctorate of Engineering with Expertise in Solid Waste Management	15	iii). e B.E Degree -----01 point Master Degree---02 point Doctorate-----03 point
iii f	Garbage Transfer Station / Material Recovery Facility Design & Management Specialist (International)	Bachelor / Masters / Doctorate of Engineering with Expertise in Solid Waste Management	15	iii). f B.E Degree -----02 point Master Degree---03 point Doctorate-----04 point
iii g	Garbage Transfer Station / Material Recovery Facility Design & Management Specialist (Local)	Bachelor / Masters / Doctorate of Engineering with Expertise in Solid Waste Management	15	iii). g B.E Degree -----01 point Master Degree---02 point Doctorate-----03 point
iii h	Waste to energy (pyrolysis Specialist) (International)	Bachelor / Masters / Doctorate of Engineering with Expertise in Solid Waste Management	15	iii). h B.E Degree -----02 point Master Degree---03 point Doctorate-----04 point
iii i	Bio Gas, Compost Specialist (International)	Bachelor / Masters / Doctorate of Engineering with Expertise in Solid Waste Management	15	iii). i B.E Degree -----02 point Master Degree---03 point Doctorate-----04 point
iii j	Bio Gas, Compost Specialist (Local)	Bachelor / Masters / Doctorate of Engineering with Expertise in Solid Waste Management	15	iii). j B.E Degree -----01 point Master Degree---02 point Doctorate-----03 point
iii k	Industrial Hazardous Waste Specialist (International)	Bachelor / Masters / Doctorate of Engineering with Expertise in Solid Waste Management	15	iii). k B.E Degree -----02 point Master Degree---03 point Doctorate-----04 point
iii l	Industrial Hazardous Waste Specialist (Local)	Bachelor / Masters / Doctorate of Engineering with Expertise in Solid Waste Management	15	iii). l B.E Degree -----01 point Master Degree---02 point Doctorate-----03 point
iii m	Medical Hazardous Waste Specialist (International)	Bachelor / Masters / Doctorate of Engineering with Expertise in Solid Waste Management	15	iii). m B.E Degree -----02 point Master Degree---03 point Doctorate-----04 point
iii n	Medical Hazardous Waste Specialist (Local)	Bachelor / Masters / Doctorate of Engineering with Expertise in Solid Waste Management	15	iii). n B.E Degree -----01 point Master Degree---02 point Doctorate-----03 point
iii o	Municipal Finance & Municipal Tariff Specialist (International)	Chartered Accountant, MBA (Finance), - M.Com	20	iii). o M.Com -----02 point MBA Finance-----03 point C. A Degree -----04 point

30 The weight use for technical proposal is T= 60%
The weight use for financial proposal is P=40%



Secretary

Sindh Solid Waste Management Board

31	Expected date and address for contract negotiations will be conveyed later on
32	Successful consultant is required to submit performance security at 02% of the contract amount in form of pay order, demand draft or bank guarantee in favour of Sindh Solid Waste Management Board, Karachi.
33	Consultant shall undertake to sign Integrity Pact for the procurement under this contract.

Section 3. Technical Proposal - Standard Forms



Section 3. Technical Proposal - Standard Forms

Form 1 - Technical Proposal Submission Form

Form 2 - Consultant's Organization & Experience

Form 3 - Consultant's Organization

Form 4 - Consultant's Experience

Form 5 - Consultant's suggested list of staff & facilities

Form 6 - Consultant's suggested list of staff & facilities

Section 3. Technical Proposal - Standard Forms

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Secretary

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Section 3. Technical Proposal - Standard Forms

Form TECH-1. Technical Proposal Submission Form

Form TECH-2: Consultant's **Organization & Experience:**

A - Consultant's Organization

B - Consultant's & Experience

Form TECH-3: **Comments and suggestions on TOR and counter part staff & facilities:**

C - On the Terms of Reference

D-On counterpart staff & facilities

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the Assignment

Form TECH-5. Team Composition and Task Assignments

Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff

Form TECH-7. Staffing Schedule

Form TECH-8. Work Schedule

Form TECH-9. Suggestive Man Months Schedule for Key Professional Staff.


Secretary SSWMB


Consultant

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:
Secretary,
Sindh Solid Waste Management Board
Bungalow D-47 Block-2, Clifton,
Karachi, PAKISTAN.

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 envelope.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____



Consultant

Form TECH-2B - 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.]

Name:	Approx. value of the contract (in Pak Rupees):
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 Pak Rupees):
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: _____

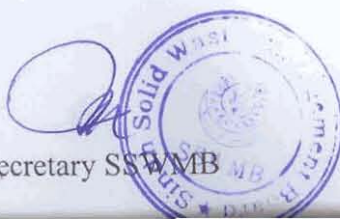
Secretary SSWMB



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

FORM TECH-3C - 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.



FORM TECH-3D - 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 but not limited to support, office space, local transportation, equipment, data, etc.]

Not Applicable


Secretary SSWMB



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

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

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

a) Technical Approach and Methodology.

In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan.

In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing.

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



FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned


Secretary SSWMB



**FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF
& AUTHORIZED REPRESENTATIVE SUBMITTING THE PROPOSAL**

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

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

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

4. Date of Birth: _____ Nationality: _____

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

6. Membership of Professional Associations: _____

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

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

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

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

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

Employer: _____

Positions held: _____



11. Detailed Tasks Assigned

Tasks to be performed under this assignments is given in Section-5 (Terms of Reference)

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

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

PA: _____

Main project features: _____

Positions held: _____

Activities performed: _____

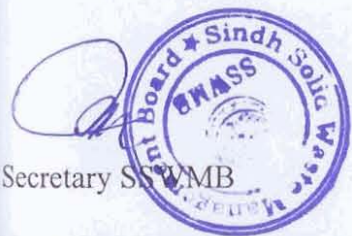
13. Certification:

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

Date: _____

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____



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FORM TECH-7. Staffing Schedule¹

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

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

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Form TECH-9. Suggestive Man Months Schedule for Key Professional Staff.

Srl#.	Position	Staff Months																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
a	Team Leader / Solid Waste Management Specialist (International)																								
b	Solid Waste Management Specialist (Local) Deputy Team Leader																								
c	Environmental Specialist (Local)																								
d	Landfill Site Design Specialist (International)																								
e	Landfill Site Design Specialist (Local)																								
f	Garbage Transfer Station / Material Recovery Facility Design & Management Specialist (International)																								
g	Garbage Transfer Station / Material Recovery Facility Design & Management Specialist (Local)																								
h	Waste to energy pyrolysis Specialist (International)																								
i	Bio Gas, Compost, Specialist (International)																								
j	Bio Gas, Compost, Specialist (Local)																								
k	Industrial Hazardous Waste Specialist (International)																								
l	Industrial Hazardous Waste Specialist (Local)																								
m	Medical Hazardous Waste Specialist (International)																								
n	Medical Hazardous Waste Specialist (Local)																								
o	Municipal Finance & Municipal Tariff Specialist (International)																								

Note: The firms are however encourage to come up with better schedule and innovative approach that brings greater efficiency as well as reduce cost.

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Consultant

Section 4. Financial Proposal - Standard Forms

Section 4. Financial Proposal - Standard Forms



Secretary SSWMB

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

Section 4. Financial Proposal - Standard Forms

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in this contract document. Such Forms is to be used for selection method indicated in the Letter of Invitation and Data Sheet.

Form FIN-1. Financial Proposal Submission Form

Form FIN-2. Summary of Costs & Bill of Quantities

Form FIN-3. Breakdown of Costs by Activity

Form FIN-4. Breakdown of Remuneration

Form FIN-4. Breakdown of Remuneration

Form FIN-5. Breakdown of Reimbursable Expenses

Form FIN-5. Breakdown of Reimbursable Expenses



Secretary

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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 figures].

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

Name and Address of Agents	Amount in Pak Rupees	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and Initial]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address : _____



Consultant

FORM FIN-2. Summary of Costs & Bill of Quantities

Sr. # 1	Description	Unit	Rate	Amount in Pak Rupees
1.	Conducting survey and carrying out feasibility studies in view of Part-A & Part-B of detailed task assigned and terms of reference and submissions of reports in original and copies of reports as mentioned therein for the following councils of Sindh. a. District Municipal Corporation b. Municipal Corporation c. Municipal Committee d. Town Committee	Each		
		Each		
		Each		
		Each		
		Each		
2.	I). Preparation of Tender Documents, Engineering Design, Drawings for GTS in accordance with Part-A, Part-B & Part-C of Task assigned and Terms of Reference. a. 250 Tons Capacity b. 500 Tons Capacity c. 1000 Tons Capacity d. 1500 Tons Capacity	Each	LS	
		Each	LS	
		Each	LS	
		Each	LS	
		Each	LS	
	II). Detailed monitoring and supervision of work during execution of work in accordance with Part-C of Task Assigned and Terms of Reference. a. 250 Tons Capacity b. 500 Tons Capacity c. 1000 Tons Capacity d. 1500 Tons Capacity	Each	LS	
		Each	LS	
		Each	LS	
		Each	LS	
3.	I). Preparation of Tender Documents, design, drawings and specification for RDF plant including determining of characteristic of RDF in accordance with Part-A, Part-B, Part-C of Task assign and Terms of Reference. a. 150 Tons Capacity b. 250 Tons Capacity c. 500 Tons Capacity d. 1000 Tons Capacity	Each	LS	
		Each	LS	
		Each	LS	
		Each	LS	
		Each	LS	
	II). Detailed monitoring and supervision of work during execution of work in accordance with Part-C, Part-F and Part-I of Task Assigned and Terms of Reference. a. 150 Tons Capacity b. 250 Tons Capacity c. 500 Tons Capacity d. 1000 Tons Capacity	Each	LS	
		Each	LS	
		Each	LS	
		Each	LS	

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Sindh Solid Waste Management Board

4.	I). Preparation of Tender Documents, design, drawings and specifications for Composting plant including determining characteristic of composting material in accordance with Part-A, Part-B, Part-C of task assign and terms of reference a. 150 Tons Capacity b. 250 Tons Capacity c. 500 Tons Capacity d. 1000 Tons Capacity	Each Each Each Each	LS LS LS LS
	II). Detailed monitoring and supervision of work during execution of work in accordance with Part-C, Part-E & Part-H of Task Assigned and Terms of Reference. a. 150 Tons Capacity b. 250 Tons Capacity c. 500 Tons Capacity d. 1000 Tons Capacity	Each Each Each Each	LS LS LS LS
5.	I). Preparation of Tender Documents, design and drawings for Bio gas and waste energy plant in accordance with Part-A, Part-B & Part-C of Task assign and Terms of Reference. a. 5 Mega Watt Capacity b. 10 Mega Watt Capacity c. 20 Mega Watt Capacity d. 40 Mega Watt Capacity e. 80 Mega Watt Capacity f. 100 Mega Watt Capacity g. 200 Mega Watt Capacity	Each Each Each Each Each Each Each	LS LS LS LS LS LS LS
	II). Detailed monitoring and supervision of work during execution of work in accordance with Part-C of Task Assigned and Terms of Reference. a. 5 Mega Watt Capacity b. 10 Mega Watt Capacity c. 20 Mega Watt Capacity d. 40 Mega Watt Capacity e. 80 Mega Watt Capacity f. 100 Mega Watt Capacity g. 200 Mega Watt Capacity	Each Each Each Each Each Each Each	LS LS LS LS LS LS LS
6.	Preparation of Tender Document for Front end collection in accordance with Part-A, Part-B of Task assign and Terms of Reference. a. District Municipal Corporation b. Municipal Corporation c. Municipal Committee d. Town Committee	Each Each Each Each	LS LS LS LS
	7.	I). Preparation of tender documents, design, drawings and specification for Landfill sites in accordance with Part-A, Part-B, Part-C of task assign and Terms of Reference. a. District Municipal Corporation b. Municipal Corporation c. Municipal Committee d. Town Committee	Each Each Each Each



Sindh Solid Waste Management Board

	II). Detailed monitoring and supervision of work during execution of work in accordance with Part-C & Part-G of Task Assigned and Terms of Reference. a. District Municipal Corporation b. Municipal Corporation c. Municipal Committee d. Town Committee	Each Each Each Each	LS LS LS LS	
8.	Device a mechanism of handling and disposal of medical and Hospital Waste as per latest international standard in view of Part-A, Part-B of Task assign and Terms of Reference. a. District Municipal Corporation b. Municipal Corporation c. Municipal Committee d. Town Committee	Each Each Each Each	LS LS LS LS	
9.	Device a mechanism of handling and disposal for Industrial Hazard Waste as per latest international standard in view of Part-B & Part-C of Task assign and Terms of Reference. a. District Municipal Corporation b. Municipal Corporation c. Municipal Committee d. Town Committee	Each Each Each Each	LS LS LS LS	
10.	I). Device a monitoring mechanism for Front end Collection in view of Part-A, Part-B of Task assign and Terms of Reference. a. District Municipal Corporation b. Municipal Corporation c. Municipal Committee d. Town Committee	Each Each Each Each	LS LS LS LS	
	II). Detailed monitoring and supervision of work during execution of work for one calendar year from the date of start of work in accordance with Part-C of Task Assigned and Terms of Reference. a. District Municipal Corporation b. Municipal Corporation c. Municipal Committee d. Town Committee	Each Each Each Each	LS LS LS LS	
Total Amount				


Total Cost of works Items in Words (in Pak Rupees): _____

Total Cost in Figures (in Pak Rupees): _____

Signed & Stamp
Of Consultant

Note: In case of joint venture all member of JV is to be signed

Secretary SSWMB



Consultant

FORM FIN-3. BREAKDOWN OF COSTS BY Activity

BOQ Item No.	Description of BOQ Item	
1		
Activities Involved in the item	Description of Activity	Cost Component in Pak Rs.
1		
2		
3		
.		
.		
Remuneration		
Reimbursable Expenses		
Sub Totals		

1. Form FIN-3 shall be filled for the whole assignment. Cost of each activities in an item of BOQ shall be taken into account and the cost of each activity shall be in Pak Rupees. The Total cost of activities in each item shall coincide with the total cost of that item in the BOQ.
2. Short description of the activities whose breakdown is provided in this Form.

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Breakdown of Remuneration FORM FIN-4A

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

Activities of BOQ Item				
Name ²	Position	Staff-Month Rate	Input (Staff-months)	[Indicate Local Currency]
Foreign Staff				
		[Home]		
		[Field]		
		[Home]		
		[Field]		
		[Home]		
		[Field]		
		[Home]		
		[Field]		
		[Home]		
		[Field]		
Local Staff				
		[Home]		
		[Field]		
		[Home]		
		[Field]		
		[Home]		
		[Field]		
			Total Costs	

1. Professional Staff should be indicated individually; support staff should be indicated per category (e.g. draftsman, clerical staff).
2. Position of Professional Staff shall coincide with the ones indicated in Form TECH-5.
3. Indicate separately Staff-month rate for home and field work.
4. Indicate, separately for home and field work, the total expected input of staff for carrying out activities indicated in the Form FIN-3
5. Indicate remuneration of each staff in Pak Rupees. Remuneration = Staff-month Rate X Input



Breakdown of Remuneration
FORM FIN-4B

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. draftsman, clerical staff).
3. Position of Professional Staff shall coincide with the ones indicated in Form TECH-5.
4. Indicate separately Staff-month rate in Pak Rupees for home and field work.

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Breakdown Reimbursable Expenses
FORM FIN-5A.

(This Form FIN-5 shall only be used when the remuneration is Time Based)

Group of Activities in an item of BOQ:					
No	Description	Unit	Unit Cost	Quantity	In Pak Rupees
	Per diem allowances	Day			
	International flights ⁵	Trip			
	Miscellaneous travel expenses	Trip			
	Communication costs between [Insert place]and Insert place]				
	Drafting, reproduction of reports				
	Equipment, instruments, materials, supplies etc.				
	Shipment of personal effects	Trip			
	Use of Computers, software				
	Laboratory tests.				
	Subcontracts				
	Local transportation costs				
	Office Rent, Clerical assistance				
	Training of the PA' personnel ⁶				
Total Costs					

1. Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
2. Indicate Unit cost in Pak Rupees.
Cost= Unit cost x Quantity.
3. Indicate route of each flight, and if the trip is one – or two – ways.
4. Training is a specific but not major component of the assignment.



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Breakdown Reimbursable Expenses
FORM FIN-5B.

(This Form FIN-5B shall only be used to establish payments to the Consultant for possible additional services requested by the PA)


No	Description	Unit	Unit Cost (in Pak Rs.)
	Per diem allowances	Day	
	International flights ⁵	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place]and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies etc.		
	Shipment of personal effects	Trip	
	Use of Computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office Rent, Clerical assistance		
	Training of the PA' personnel		

1. Delete item that are not applicable or add other items as required.
2. Indicate route of each flight, and if the trip is one – or two – ways.
3. Only if the training is a specific but not a major component of the assignment, defined as such in the TOR.

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Section 5. Detailed Tasks Assigned and Term of Reference (TOR)


Secretary SSWMB



Integrated Solid Waste Management Plan

Introduction

Solid Waste Management is not new in the Metropolitan areas of Pakistan, but had been insufficient since the landfill site were far off, resulting in partial removal of liters and solid waste.

Sindh Solid Waste Management Board (SSWMB) has been established by Govt. of Sindh to manage solid waste in the whole province of Sindh. In recent years, globally, there have been developments in these fields like introduction of garbage through transfer station (GTS). Material Recovery Facility (MRF) and subsequent re-use of MRF in shape of thick papers for carton making, waste to energy, waste for diesel production, composting of organic waste etc.. these have resulted in clear cities at economical prices. In addition the landfill site have reduce in size and their life expectancy has increased.

Very briefly in the change developments of this technology, there are distinct stages of this management. Here are Front End Collection where the home garbage is collected door to door or residents dumping it in bins.

The garbage from bins is collected in small trucks and taking to nearby GTS where the garbage is sorted out at MRF (Material Recovery Facility) and remaining waste is compacted and with the help of large trucks is carried to landfill sites. This is the middle level management.


In the landfill site there may be material recovery and composting facility where the re-useable components of the garbage is separated and re-use while remaining waste is dumped in landfill. This is the last level of solid waste management.

In the province of Sindh, Karachi is the largest city with a population of 18 to 20 million and the landfill is about 40 to 50 KM from the collection point. The road and the streets of the city are busy for more than 16 hours a day and as such garbage trucks can hardly make 02 or 03 trips, managing 10 Thousand Tons of garbage to landfill site is at least impossible. SSWMB is thinking of putting up 06 garbage transfer station in six districts of Karachi (Karachi Metropolitan City is divided in 6 administrative units which are known as District) SSWMB planning to build material recovery facility at GTS level.

In addition to introduction of middle level solid waste management, SSWMB is also planning to introduce two more landfill sites in addition to three available know.

A serious consideration has to be given to introduce three bins classified garbage collection system so that size of MRF is reduce. SSWMB as such will require the consultant in put in this area. Simply putting three types of bins will not help. The residents have to be trained by radio, TV Talk shows, as well as initially providing the facility of door to door collection and giving them different types of colored plastic shopping bags for different type of waste and directing the collector to educate the residents about the three types of separation and generally removing the institution of collector and requiring the residents to dump in the boxes placed at suitable locations.

In our country there is a strong habit of damaging estate property and as such these garbage bins will be subjected to mutilation. The consultant will have to think for suitable material and system for proper working and sustainability.


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SSWMB would like the consultants to deeply address the above issues in their initial feasibility for such municipal body along with aspect of solid waste management. SSWMB would like the consultants to develop standard designs of GTS, MRF and a hybrid of GTS and MRF along with standard designs of composting facility, where the use of power is minimal and the help of solar energy is taken. SSWMB would like the consultant to develop standard design of landfill sites. All the standard designs must be supported by operation manuals with details and if possible with pictorial presentation so that understanding of manual is easy.

SSWMB intends to sell the re-usable material for waste to energy plants, compost plant etc. and as such will require the consultant to draw the proper rational agreements with these buyers for a balanced contract so that society benefits.

All the above will require inputs from civil and structural engineers, mechanical engineers, electrical and electronic engineers, chemical and environmental engineers, computer, municipal engineers, financial analyst, solid waste and sanitary expert, finance managers and legal experts with experience in similar related fields.


The services to be rendered by the Consultants are defined in scope of work, described by terms of reference and cover activities such as, feasibility studies, advisory and reporting services, conceptual planning, strategy formulation and scheduling, monitoring and supervision, preparation of key documents such as tender documents including engineering design, drawings, environmental and social impact studies, professional auditing and quality control.

Integrated Solid Waste Management (ISWM) is defined (for the purpose of this contract) as a comprehensive waste prevention (source reduction), recycling, composting and disposal program, it refers to strategic approach to sustainable management of solid waste covering all sources and all aspects, from generation to segregation, transfer, sorting, treatment, recovering and disposal in an integrated manner, with emphasis on maximizing resource use efficiency. Solid Waste includes municipal, industrial, medical, hazardous and inert waste

Scope of Work.

- a. Review existing studies on SWM, updating and developing a comprehensive integrated SWM plan for Karachi and other cities of Sindh Province.
- b. Develop preliminary/detailed engineering design and PC-Is of GTS/MRF/RDF/Land fill Sites/Bio Waste Processing Facility/ Waste to Energy facility.
- c. Conduct Environmental Impact Assessment (EIA) of each facility conforming to Pakistan Engineering Council (PEC), Sindh Environment Protection Agency (SEPA) and other regulations.
- d. Prepare procurement documents, EOI, RFP, PC-1 and other related documents for the construction and management contracts of above facilities, and business plans for the individual and collective components of the projects.
- e. Develop SWM Legal Framework, Tariff Structure, Public awareness Campaigns, Tracking and monitoring of services in management contracts, Performance evaluation and penal actions, and prepare quality and environmental SWM standards.
- f. Monitoring and supervision of the projects under Board.

Secretary SSWMB



Detailed Tasks Assigned and Term of Reference

Part-A

Survey and feasibility studies.

Caring out survey and feasibility studies for the following and the submission of preliminary and final reports.

- i) Waste quantities and projection for 20 years ahead for:
 - a. Municipal Solid Waste including garden and agriculture waste
 - b. Industrial hazardous waste.
 - c. Medical hazardous waste.
- ii) Survey for waste generation sources for:
 - a. Industrial hazardous solid waste and type of industries, location of map where it is generated and quantities of generation from each industry.
 - b. Medical solid waste identifying Hospital, dispensaries, quantities generated in each.
- iii) Studies for waste characteristics, composition, recyclable quantities and source reduction of:
 - a. Municipal Solid Waste
 - b. Industrial hazardous waste.
 - c. Medical hazardous waste.

Suggest best suitable utilization of recyclables and marketing at present and future potential of market for recyclables.
- iv) Rate of generation of the followings, expected rate of generation per year for 20 years a head in terms of quantum of waste and in terms of recyclable material in view of seasonal variations:
 - a. Municipal Solid Waste
 - b. Industrial hazardous waste.
 - c. Medical hazardous waste.
- v) Survey to identify best suitable locations, size and type of GTS, identify economical route of transportation to GTS and type of facilities like MRF, Composting, RDF in view of leachate quantum and control that may be an outcome of these facilities provided at GTS.
- vi) Survey to identify economically best suitable location, size and type of landfill in view of geographical, geohydral climate, leachate quantum and control Bio gas emissions etc. and possibly work full facilities like RDF waste to energy composting and type and size of plant for these facilities that may be provided at landfill in view of quantum, characteristics and composition of waste. Identify economic and best suitable routes for transportation of garbage from GTS to Landfill.
- vii) Survey and suggest for locations for placement of bins, type and cubage of bins, tipping mechanism and bin material in the areas of municipal waste generation. Survey and suggest for the type and capacity of garbage transportation vehicle both for transportation of garbage from collection point to GTS and from GTS to Landfill site.
- viii) Study and suggest methodology and mechanism for collection, transportation and disposal of industrial waste (hazardous and non hazardous) and hazardous medical waste.
- ix) Study and suggest location, type, size of incineration plants in view of generation of hazardous medical waste and its type.

The above survey and studies is to be conducted for the following councils of province of Sindh.
1. District Municipal Corporations.
2. Municipal Corporations

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3. Municipal Committees

4. Town Committees

Deliverables

Submission of 10 hard copies of preliminary reports in the form of books and 10 soft copies of report for approval by SSWMB. The report must contain data in tabular form, finding, suggestion, pictorial view, routing maps and locations of sanitary landfill construction demolition debris landfill (CDD) and GTS. On proper maps and all other information as are desirable and noted above.

Part-B

Environmental Impact Assessment Studies

• Objective

The objectives of environmental impact assessment are to ensure that all environmental consequences due to developing and operating of Front end collection, GTS and Sanitary landfills are evaluated and addressed as part of mitigative measures incorporated in final reports/submissions for activities in Part-A

• Environmental Assessment requirement.

Environmental assessment will be prepared following World Bank operational directives dated 3rd Oct. 1991/operational directives dated 31st Oct. 1989 and with consideration of the general EIA approach of Ministry of Pakistan dealing with Environmental protection.

• Study area

The study shall cover an area of a radius of 2000 meters of proposed/existing GTS, sanitary landfill locations, for the purpose of aesthetic, terrestrial and atmospheric pollution issues and in areas of operation of Front end collection for the same issues.

EA studies for landfill shall cover the water shed and aquifers areas from landfill to any down gradient receiving water (shallow, and deep ground water, as well as fresh and/or saltwater, surface waters) furthermore the study shall include the receiving waters of outfalls from waste water treatment plant in which leachate shall be treated.

The area will include the route of direct waste haul and transfer from GTS to Landfill (i.e. across existing or planned roads) as well as the potential impact in neighboring communities including farms. The EA studies shall be carried out in view of proposed facilities of RDF, MRF, Composting, waste to energy, Bio Gas that are proposed at landfill or at GTS.

The environmental assessment studies shall include

- Physical Environment
- Biological Environment
- Socio Cultural Environment

Deliverables

05 hard copies of EA reports and 05 soft copies of the report is to be submitted to SSWMB for approval.

Final Report of Survey & Feasibilities Studies

Based on preliminary reports of Part A and in view of Environmental Assessment Reports Part-B, Final Report on Survey and Feasibilities studies shall be submitted in form of 10 hard copies and 10 soft copies.

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Based on such final reports Front End collection System, GTS and Landfill sites shall be designed and potential impact on environment shall be assessed on finally constructed and operational front end collection system, GTS, Landfill along with facilities provided there for MRF, RDF, Composting, waste to energy and Bio Gas.

Documentation, Design and Drawing

General

The services of consultant under this head includes preparation of PC-1 and preparation of key documents such as tender documents, Engineering Design, Drawings in view of finally approved survey and feasibility reports and supervision, professionally auditing and quality control during construction of GTS, Landfill and erection of plants and equipments therein.

Engineering Design Services

The services to be performed by consultant in relation to Engineering Design include the following and shall encompass all aspects of design work services.

- The consultant shall complete each of the services within the time period mentioned by them in schedule of work form *TEC-1-R*
- The consultant shall in performing the services take due care to achieve SSWMB's primary objective of providing efficient and cost-effective facilities.
- The consultant shall maintain a regular communication with the representative to provide

- The consultant shall submit reports to SSWMB on its progress in the performance of the services at such intervals and in such form and numbers and with such details as SSWMB may reasonably require.

The consultant shall in performing the services also endeavour to identify those technical and economic solutions which are most suited to the requirement for the design of solid waste management facilities.

- The consultant shall, as requested by SSWMB from time to time attend and participate in meetings held in relation to the design work services and prepared minutes thereof as appropriate.
- The consultant shall ascertain and coordinate the requirements of relevant authorities and departments in relation to the task and subject to the approval of the SSWMB and shall incorporate all such requirements into the design work.
- All Engineering designs prepared by the consultant shall comply with relevant regulations, codes of engineering practices and prevailing laws for the time being in force.
- The consultant shall obtain all relevant information and data necessary to perform its obligation under this contract.



Sindh Solid Waste Management Board

- The consultant shall may the concept design with various options and value engineering analysis and submit a report to the employer suggesting the best options as for engineering design, esthetic, architectural design is concerned.
- The structural design shall include seismic and wind loads consideration as per code of engineering practices Pakistan.
- The consultant shall provide necessary advise and assistance to the SSWMB in identifying and consideration of alternative design and in establishing the feasible planning for the execution of works under this contract.
- All necessary approvals relating to work under contract will be obtained by SSWMB prior to initiate working on any item of works. The approval shall be accorded by SSWMB through mini work orders.
- The engineering design shall includes all structural, electrical and mechanical engineering design that are suitably required to establish, construction and commissioning of a solid waste management facilities like garbage transfer stations, material recovery facility, refused drive facility, waste to energy plant, bio gas plants, sanitary landfill. The design shall be esthetic and environmental friendly
- The consultant will be held responsible for all damages and losses, caused due to their design faults, in this regard responsibility will be fixed through independent investigations, conducted by a third party, and the decision in this regard will be final and binding on both parties. The procuring agency (SSWMB) shall have the right to deduct all amounts pertaining to damages/losses from the payable amount to the consultant and to lodge a claim for the amount which cannot be recovered so through the consultant.
- The copy right of the designs, drawings, documents and all other material prepared and produced by the consultant in connection with this contract shall be considered as the SSWMB's assets and cannot be reproduced or sold to any other customer without the concern and written approval of Sindh Solid Waste Management Board.
- The consultant shall furnish free of cost to SSWMB 03 (Three) Sets each of preliminary design and drawing and other document like PC-1, EOI and Final Engineering Design, tender document, working drawing, construction drawing, specification produced for each work item of this contract including design calculation.
- Soft copy of the work item including its engineering design, working drawing, preliminary drawing, construction drawing, specifications, tender document and other for each work item within the scope of this contract shall be provided to SSWMB as part of this contract.

c) Construction Administration

The services of the consultant under this head include the following:

- Preparing & providing shop drawings for the work during construction, erection of plant, equipment and for the building works.


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Consultant

- Attending and reply contractor's queries regarding the work and providing information as required in timely manner for completion of work in time and attending the issues, clarifying the drawings and details.
- Provide work site observations as required to meet the progress of works.
- Detail full time engineering personals and support staff as are necessary with the approval of SSWMB at works and ensure detail supervision of works including all necessary supervisory, advisory services during execution of works.
- Ensure quality and adherence to specification for all works plant and equipment etc.
- The consultant shall conduct detailed supervision of works during construction phase for satisfactory completion and commissioning of works. The fee of the consultant shall be paid accordingly as mentioned in BOQ of this contract.

Part-E

Scope of work for monitoring and supervision of composting plant during construction, erection and commissioning.

1. Determine the time period for maintenance and repair work on composting plants and equipments.
2. Analysis mechanical problems and consult equipment maintenance manual for troubleshooting solution and root cause analysis.
3. Determine the period of repair and maintenance for overhauling pumps regulators and other piping appliances.
4. Determine a mechanism for preventive maintenance work on mechanical equipment.
5. Determine the time period for large mechanical equipment such as screens clarifiers, filters, grinders, centrifuges, conveyers, hoppers air compressors, belt filter presses, numerous types of pumps, valves, gates, engines, large mobile and stationary equipment including cranes, gears/gearboxes, actuators, dampers, trammel screen, Eddy current separator, size reduction and homogenization etc.
6. Monitoring a variety of shop work incidental to assign maintenance activity including painting and cleaning of equipment.
7. Maintaining inventory of supplies and keeping shop and vehicles in clean and orderly condition.
8. Monitoring the submission of requisition for parts and material used in equipment repairs, verification and documentation of materials received complete or necessary documentations to ensure proper record keeping.

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9. Determine a mechanism for performing work in a safe manner at all times, comply with safety and health policies, procedures and practices, attends and completes all mandatory safety training courses and events and works to ensure the safety of co-workers and general public.

Part-F

Scope of work for monitoring and supervision of RDF plant during construction, erection and commissioning.

1. Determine the time period for maintenance and repair work on composting plants and equipments.
2. Analysis mechanical problems and consult equipment maintenance manual for troubleshooting solution and root cause analysis.
3. Determine the period of repair and maintenance for overhauling pumps regulators and other piping appliances.
4. Determine a mechanism for preventive maintenance work on mechanical equipment.
5. Determine the time period for large mechanical equipment such as screens clarifiers, filters, grinders, centrifuges, conveyers, hoppers air compressors, belt filter presses, numerous types of pumps, valves, gates, engines, large mobile and stationary equipment including cranes, gears/gearboxes, actuators, dampers, trammel screen, Eddy current separator, size reduction and homogenization etc.
6. Monitoring a variety of shop work incidental to assign maintenance activity including painting and cleaning of equipment.
7. Maintaining inventory of supplies and keeping shop and vehicles in clean and orderly condition.
8. Monitoring the submission of requisition for parts and material used in equipment repairs, verification and documentation of materials received complete or necessary documentations to ensure proper record keeping.
9. Determine a mechanism for performing work in a safe manner at all times, comply with safety and health policies, procedures and practices, attends and completes all mandatory safety training courses and events and works to ensure the safety of co-workers and general public.

Part-G

Scope of work for monitoring and supervision of Landfill during construction, erection and commissioning.

1. Demonstrate that the landfill site is performing as designed.
2. Provide re-assurance that leachate controls are prevailing pollution of the environment.



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3. Demonstrate compliance with control and adequate labour requirements of the landfill sites.
4. Indicate where further investigation is required and where risk of unacceptable the need for measures to prevent reduces or remove pollution by leachate.
5. Identify where a site no longer presents a significant risk of pollution or harm to human health.
6. Provide technical guidance for monitoring of leachate ground water and surface water for landfill site.
7. Provide the methodology of determining schedules with the landfill directives and SSWMB guidance.
8. Provide guidance which places landfill site monitoring within the contracts of the overall catchment based water protection strategy in accordance with principle provided by SSWMB.
9. Design of monitoring points and monitoring methodology, data management and reporting.
10. Determine the amount of each substance present in the waste
11. Determine the nature of each substance and the effects associated with each of it.
12. The mobility of each of this substance in the waste body and in water.
13. Determine the flow of water into and out of the waste body, control principally by the degree of contamination offered by the landfill design and its geological setting.
14. Explain the quantitative amount of the following material in landfill sites:
 - a) Hazardous material.
 - b) Non-hazardous material.
 - c) Inert material.
15. Determine the type of material forming the base, sites and capping to the sites.
16. Determine the head of leachate on the base and insights of the site.
17. Determine the ground water level or piezo metric head outside the site.
18. Determine the pressure of preferential flow path. (E.g. overflows surface, boreholes, penetrating the landfills base or other damage to engineered containment structure)
19. Determine the characteristic of the unsaturated zone above water table.
20. Determine the characteristic of the saturated zone below water table.
21. Provide and design the monitoring programs to meet the objective provided by the SSWMB.
22. Monitoring of the installation of monitoring infrastructure i.e. lab.
23. Provide and gather monitoring data of all the aspects as stated above once in a month.
24. Compare monitoring data with design objectives to indicate success of failure.

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25. Determine the minimum number of samples of locations and schedule which will be obtained and will be checked in lab installed by the landfill contractor. The locations of sampling will be determined by SSWMB.

Part-H

Scope of work for monitoring and supervision of the characteristics of compost

1. Apply dehydrogenize activity as a method for monitoring the composting process.
2. Development of a system for the continuous monitoring of odours from compost.
3. A quantitative respirometric method for monitoring compost stability.
4. Thermal methods of organic matter maturation monitoring during a composting process.
5. A methodology to determine gaseous emissions in a composting plant.
6. Microbiological aspects of bio waste during composting in a monitored compost bin.
7. Basis for the control of soil borne plant pathogens with composts.
8. Monitoring the biological activity of the composting process.

Part-I

Scope of work for monitoring and supervision of the characteristics of RDF

1. Chemical properties (Finding):
 - a) Separation between combustible/non-combustible substances.
 - b) Volatile matter content.
 - c) Elementary and trace elements
2. Mechanical properties:
 - a) Density of combustible/non-combustible substances.
 - b) Bulk properties and storage ability.
 - c) Grind ability and practical size distribution.
3. Calorific properties:
 - a) Lower and upper heating value.
 - b) Specific minimum air requirement.
 - c) Flu gas amount.
 - d) Adiabatic combustion pressure.
4. Reaction properties:
 - a) Ignition temperature.
 - b) Combustion behaviour.
 - c) Slag formation, fouling layer formation and corrosion potential.

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5. Diagnosis on the fuel:
 - a) Chemical Properties.
 - b) Mechanical Properties.
 - c) Calorific Properties.
 - d) Reaction Properties.
 - e) Initial combustion to fouling layer formation and corrosion behaviour.

6. Diagnosis during plant operation:
 - a) Diagnosis process method to fouling layer formation and corrosion behaviour ff.

7. Diagnosis through continuous monitoring during shutdowns:
 - a) Plant classification, fouling layer sampling.
 - b) Morphologic corrosion evaluation through grazing light.

Section 6. General Conditions of Contract and
Special Conditions of Contract



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General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

(a) "Applicable Law" means the Sindh Public Procurement Act, there under Rules 2010 amended 2013.

(d) "Contract" means the Contract signed by the Parties and all the attached documents as listed in Letter of invitation.

(e) "Contract Price" means the price to be paid for the performance of the Services of the consultant, in accordance with BOQ.

(f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.

(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/ 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.

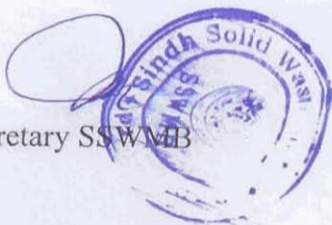
(n) "SC" means the Special Conditions of Contract

(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.

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1.2 Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of Islamic Republic of Pakistan.

1.3 Language

The Contract shall be executed in English Language, 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

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.

1.5 Location

The Services shall be performed at such locations as specified or identify by PA in writing to the consultant. Where the location of a particular task is not specified in such cases location shall be identified by PA in writing.

1.6 Authority of Member in Charge

In case the Consultant consists of a joint venture of more than one individual firms, the leading Member shall be authorized 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 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 Laws of Islamic Republic of Pakistan, the amount of which is deemed to have been included in the Contract Price.

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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 rules of SPPR 2010 amended 2013.

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 then the Procuring Agency 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 1.9 B Sub-Para (a) and (c).

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**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 specified by PA. The date the Contract comes into effect is defined as the Effective Date/Date of Work Order.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the fifteen days after the Effective Date.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of twenty four calendar months after the Effective Date.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, should be in writing through addendum but three days prior the date of submission of proposals.

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

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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.

2.6 Termination

2.6.1 Termination 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

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2.6.2 Termination 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.

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;

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.

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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.

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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' 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. (c) the consultant/joint venture firm shall be liable for all losses or damages suffered by procuring agency on account of any misconduct by consultants/JV firms in performing the consulting services.

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 the TECH-Forms.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PA the reports and documents in specified format provided by PA.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies.

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.

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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 towards 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 the Services of the Consultant's Key Personnel are described are to be provided by the Consultant in respective TECH-Forms. The Key Personnel and Sub-Consultants listed by title as well as name shall be subjected to the approval 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

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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 if 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 payable by 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.

6. PAYMENTS TO THE CONSULTANT

6.1 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed. A breakdown of the lump-sum price for such services is to be provided by Consultant.

6.2 Payments against the work & services performed

Payments will be made to the account of the Lead Consultant and according to verified works and services performed by the consultant through running bills.

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.

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Consultant

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.

8.3 Period of contract

Period of contract is **24 months (calendar months after the date of work order)**

Special Conditions of Contract

- 1.1 Consultant shall be responsible to check for all relevant taxes including stamp duty and service charges to be borne by the consultant. In respect to this contract. In case there is exemption from any rates, taxes, the same shall be identified in writing by the consultant.
- 1.2 The expected date for the commencement of Services is 01-08-2015.
- 2 The risks and the coverage to be insured by the consultant as noted below:
- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel.
 - (b) Third Party liability insurance.
 - (c) Professional liability insurance.
 - (d) 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,


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any such life, health, accident, travel or other insurance as may be appropriate; and

- (a) 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.
- (b) The cost of all such insurance and coverage shall be deemed to be included in the items of BOQ.

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(g) Disputes shall be settled by complaint redressal committee define in SPPR 2010 amended 2013 or through arbitration Act of 1940.in accordance to provisions therein.

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**(INTEGRITY PACT)
DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.
PAYABLE BY THE CONSULTANTS IN PROCUREMENT CONTRACT
CONTRACTS ESTIMATED TO EXCEEDS RS. 2.50 MILLION.**

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

..... [name of Consultant / JV (Leading Firm)] 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 Consultant / JV (Leading Firm)] 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 Consultant / JV (Leading Firm)] 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 Consultant / JV (Leading Firm)] 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 Consultant / JV (Leading Firm)] 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 Consultant / JV (Leading Firm)] 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 (Procuring Agency): SSWMB

Name of Consultant / JV (Leading Firm)

Signature:
[Seal]

Signature:
[Seal]

Note: In case of Joint Venture (JV), ~~Leading~~ Firms and its associate consultants and sub-consultants are required to sign Integrity Pact with Name of Firm & Seal.


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FORMAT OF CONTRACT AGREEMENT

Format of Contract Agreement will be provided as per SPPR Guidelines, once the contract is finalized.


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