



**GOVERNMENT OF SINDH  
ENERGY DEPARTMENT**



SINDH COAL AUTHORITY

**SINDH COAL AUTHORITY**

*(Employer - The Procuring Agency)*

**REQUEST FOR PROPOSAL (RFP)**

*for*

**CONSULTANCY SERVICES FOR DESIGN & CONSTRUCTION**

**SUPERVISION OF**

**Various New Road Links, Bypasses and Improvement/  
Widening/Rehabilitation of Existing Roads in districts  
Tharparkar and Mirpurkhas**

**Quality & Cost Based Selection (QCBS) Method**

**October 2016**

SA# 29778

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**LETTER OF INVITATION (LOI)**

## Letter Of Invitation (LOI)

Invitation No; \_\_\_\_\_  
Karachi, Dated \_\_\_\_\_

M/s \_\_\_\_\_

Dear Mr./Ms.:

1. The Sindh Coal Authority (hereinafter called "Procuring Agency") now invites proposals to provide the following consulting services:

**"Consulting Services for Design & Construction Supervision of**

- (i) **Construction of Road from Islamkot upto Singharo Road near Thar Coal Block-V (6 Kms), ADP SCHEME 2230/2016-17**
- (ii) **Construction of two bypass roads for relocation (a) Islamkot Jhangra road by passing villages Sivi jo Tar and Katran due to Construction of Gurano Pond (12-km) (b) Thario Halipoto to Jeando Dars Road near villages Senhri Dars due to dump area of mining (5-km), ADP SCHEME 2232/2016-17**
- (iii) **Widening and reconstruction of Road from Mithi Intersection to Naukot (upto ADB Project End Point) - Length (42 kms.) ADP SCHEME 2233/2016-17**
- (iv) **Construction of Road Naukot, Jhuddo and Tando Jan Muhammad Bypasses (20 Km) ADP SCHEME 2234/2016-17**
- (v) **Widening and reconstruction of Islamkot – Nagarparkar Road upto Thar Coal Block – I (10 km) ADP SCHEME 2235/2016-17**
- (vi) **Widening / Reconstruction of Road from Rescue Station Thar Coal Block-II to Thar Coal Block-V (8-kms.) ADP SCHEME 2236/2016-17**

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

2. There will be one consulting services contract for all above six Schemes. The short listed consulting firms may submit proposal for all six Schemes.
3. This Request for Proposal (RFP) has been addressed to the following prequalified/short listed Consultants:
- a) M/s AA Associates in consortium with ECIL
  - b) M/s EA Consulting (Pvt) Limited

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

4. A firm will be selected under **Quality and Cost Based Selection Method** as per procedures described in this RFP, in accordance with the SPPR 2010.
5. The RFP includes the following documents:
- Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - Standard Forms of Contract

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6. Please inform us in writing at the following address about the receipt of Letter of Invitation  
Director General  
Sindh Coal Authority  
House No 16, E Street, Behind Zamzama Park, DHA Pahse V, Karachi.  
Telephone No : 021-99251059      Fax No. : 021-99251038

Yours sincerely,  
**Director General**  
Sindh Coal Authority

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**SECTION-2: INSTRUCTIONS TO CONSULTANTS  
(INCLUDING DATA SHEET)**

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## Section 2: Instructions To Consultants

[Note to the Procuring Agency, this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Procuring Agency, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]

### 1. Definitions

- (a) "Procuring Agency (PA)" means the department with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) "Data Sheet" means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) "Day" means calendar day including holiday.
- (f) "Government" means the Government of Sindh.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides short listed 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 Shortlisted Consultant.
- (i) "Proposal" means the Technical Proposal and the Financial Proposal.
- (j) "RFP" means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.
- (k) "Sub-Consultant" means any person or entity to whom the Consultant subcontracts any part of the Services.
- (l) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

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## **2. Introduction**

- 2.1 The Procuring agencies named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

## **3. Conflict of Interest**

- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.
- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
  - (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's



consulting services for such preparation or implementation.

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

**Conflicting Relationships**

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

**4. Fraud and Corruption**

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

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

Under Rule 35 of SPPR2010, "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

**5. Integrity Pact**

Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million. (Annex-A).

**6. Eligible Consultants**

6.1 If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR2010 for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.

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

<b>7. Eligibility of Sub-Consultants</b>	A short listed Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.
<b>8. Only one Proposal</b>	Short listed 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.
<b>9. Proposal Validity</b>	<p>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.</p> <p>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).</p>
<b>10. Clarification and Amendment in RFP Documents</b>	<p>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.</p> <p>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.</p>
<b>11. Preparation of Proposals</b>	<p>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.</p> <p>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</p>

professional staff month or budget estimated by the consultant.

**12. Language**

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

**13. Technical Proposal Format and Content**

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

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at 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 be submitted for each position.

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

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) CVs recently signed by the proposed professional staff and the

authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last \_\_\_\_\_ (PA may give number of years as per their requirement) years.

- (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
- (vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information

#### **14. Financial Proposals**

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

#### **15. Taxes**

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

#### **16. Submission, Receipt, and Opening of Proposals**

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

16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet)

shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal 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)

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 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.

<b>22. Financial negotiations</b>	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).
<b>23. Availability of Professional staff/experts</b>	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.
<b>24. Award of Contract</b>	<p>24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.</p> <p>24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.</p> <p>24.3 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.</p>
<b>25. Confidentiality</b>	25.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

## DATA SHEET

1.1	<p>Name of the Assignment is:</p> <ul style="list-style-type: none"> <li>(i) Construction of Road from Islamkot upto Singhario Road near Thar Coal Block-V (6 Kms), ADP SCHEME 2230/2016-17</li> <li>(ii) Construction of two bypass roads for relocation (a) Islamkot Jhangra road by passing villages Sivi jo Tar and Katran due to Construction of Gurano Pond (12-km) (b) Thario Halipoto to Jeando Dars Road near villages Senhri Dars due to dump area of mining (5-km), ADP SCHEME 2232/2016-17</li> <li>(iii) Widening and reconstruction of Road from Mithi Intersection to Naukot (upto ADB Project End Point) - Length (42 kms.) ADP SCHEME 2233/2016-17</li> <li>(iv) Construction of Road Naukot, Jhuddo and Tando Jan Muhammad Bypasses (20 Km) ADP SCHEME 2234/2016-17</li> <li>(v) Widening and reconstruction of Islamkot – Nagarparkar Road upto Thar Coal Block – I (10 km) ADP SCHEME 2235/2016-17</li> <li>(vi) Widening / Reconstruction of Road from Rescue Station Thar Coal Block-II to Thar Coal Block-V (8-kms.) ADP SCHEME 2236/2016-17</li> </ul> <p>The Name of the PA's official (s): <b>Director General</b> Address: Sindh Coal Authority House No 16, E Street, Behind Zamzama Park, DHA Pahse V, Karachi Telephone No : 021-99251059 Fax No. : 021-99251038</p>
1.2	<p>The method of selection is: Quality and Cost Based Selection Method (Technical 80 : Financial 20) The Edition of the SPPR Guidelines is: 21<sup>st</sup> January 2012</p>
1.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
1.4	<p>The PA will provide the following inputs and facilities: Refer Terms of Reference</p>
1.5	<p>The Proposal submission address is: Sindh Coal Authority House No 16, E Street, Behind Zamzama Park, DHA Pahse V, Karachi Proposals must be submitted no later than the following date and time: 16-11-2016 upto 4:00 PM</p>
1.6	<p>Expected date for commencement of consulting services: December 2016 Location of Services: Distrits Tharparkar and Mirpurkhas</p>



Section-1: Instructions to Consultants (including Data Sheet)

6.1	Shortlisted Consultants may associate with other shortlisted Consultants: No																																		
6.3	Consultants to state local cost in the national currency (in case of ICB only): N/A																																		
9.1	Proposals validity: 90 days																																		
10.1	Clarifications may be requested not later than five (05) days before the submission date. The address for requesting clarifications is: Refer item 1.5 above																																		
11.2	Refer Section TOR																																		
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.																																		
13.1	The format of the Technical Proposal to be submitted is: FTP																																		
13.1	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p style="text-align: right;"><u>Points</u></p> <p>(i) Specific experience of the Consultants relevant to the assignment: [0 - 20] Highway Design &amp; Construction Supervision of Highways Experience only</p> <table style="margin-left: 40px;"> <tr> <td>Four &amp; more Projects -----</td> <td>20 numbers</td> </tr> <tr> <td>Three Projects -----</td> <td>10 numbers</td> </tr> <tr> <td>Two Projects -----</td> <td>05 numbers</td> </tr> <tr> <td>Less than two projects----</td> <td>0 number</td> </tr> </table> <p>(ii) Specific experience of the Consultants relevant to the assignment: [0 - 15] Highway Design &amp; Construction Supervision of Highways Experience only in same geographical conditions</p> <table style="margin-left: 40px;"> <tr> <td>Four &amp; more Projects -----</td> <td>15 numbers</td> </tr> <tr> <td>Three Projects -----</td> <td>10 numbers</td> </tr> <tr> <td>Two Projects -----</td> <td>05 numbers</td> </tr> <tr> <td>Less than two projects----</td> <td>0 number</td> </tr> </table> <p>(iii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: [0-30]</p> <table style="margin-left: 40px;"> <tr> <td>a) Company Profile</td> <td>[0 - 5]</td> </tr> <tr> <td>b) Technical approach and methodology</td> <td>[0 - 15]</td> </tr> <tr> <td>c) Work plan</td> <td>[0 - 5]</td> </tr> <tr> <td>d) Organization and staffing</td> <td>[0 - 5]</td> </tr> </table> <p>(iv) Key professional staff qualifications and competence for the assignment: [0-35]</p> <table style="margin-left: 40px;"> <tr> <td>a) Team Leader/The Engineer</td> <td>[0-10]</td> </tr> <tr> <td>Msc (civil) with 15 years experience</td> <td>5 Point</td> </tr> <tr> <td>Relevant Experience &gt;= 10 years</td> <td>5 points</td> </tr> <tr> <td>Between 10 &amp; 8 years</td> <td>3 points</td> </tr> <tr> <td>Less than 8 years</td> <td>0 point</td> </tr> </table> <p style="margin-left: 40px;">OR</p>	Four & more Projects -----	20 numbers	Three Projects -----	10 numbers	Two Projects -----	05 numbers	Less than two projects----	0 number	Four & more Projects -----	15 numbers	Three Projects -----	10 numbers	Two Projects -----	05 numbers	Less than two projects----	0 number	a) Company Profile	[0 - 5]	b) Technical approach and methodology	[0 - 15]	c) Work plan	[0 - 5]	d) Organization and staffing	[0 - 5]	a) Team Leader/The Engineer	[0-10]	Msc (civil) with 15 years experience	5 Point	Relevant Experience >= 10 years	5 points	Between 10 & 8 years	3 points	Less than 8 years	0 point
Four & more Projects -----	20 numbers																																		
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Between 10 & 8 years	3 points																																		
Less than 8 years	0 point																																		

Section-1: Instructions to Consultants (including Data Sheet)

	<p>BE/Bsc (Civil) 25 years experience 5 points</p> <p>Relevant Experience <math>\geq</math> 15 years 5 points</p> <p>Between 10 &amp; 15 years 3 points</p> <p>Less than 10 years 0 point</p> <p>b) Highway Design Engineer [0-5]</p> <p>Masters in Civil Engineering 3 points</p> <p>Relevant Experience <math>\geq</math> 10 years 2 points</p> <p>Between 5 &amp; 10 years 1 points</p> <p>Less than 5 years 0 point</p> <p>c) Pavement Design Engineer [0-5]</p> <p>Masters in Civil Engineering 3 points</p> <p>Relevant Experience <math>\geq</math> 10 years 2 points</p> <p>Between 5 &amp; 10 years 1 points</p> <p>Less than 5 years 0 point</p> <p>d) Bridge Design Engineer [0-5]</p> <p>Masters in Civil Engineering 3 points</p> <p>Relevant Experience <math>\geq</math> 10 years 2 points</p> <p>Between 5 &amp; 10 years 1 points</p> <p>Less than 5 years 0 point</p>	
	<p>e) Resident Engineer [0-05]</p> <p>BE/Bsc (Civil) 2.5 points</p> <p>Relevant Experience <math>\geq</math>15 years 2.5 points</p> <p>10 years 1 point</p> <p>Less than 10 years 0 point</p> <p>f) ARE [0-5]</p> <p>BE/Bsc (Civil) 2.5 points</p> <p>Relevant Experience <math>\geq</math>10 years 2.5 points</p> <p>8 years 1 point</p> <p>Less than 8 years 0 point</p> <p>Total weight: 100%</p> <p><b>The minimum technical score required to pass is: 75</b></p>	
13.2 (vii)	Training is a specific component of this assignment: No	
14.1	Refer Section 3 Financial proposal	
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable: YES	
16.2	Consultant must submit the original and one (01) copy of the Technical Proposal, and the original of the Financial Proposal.	
20.1	Expected date and address for contract negotiations:	To be notified to successful consultants

Section-1: Instructions to Consultants (including Data Sheet)

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24.2	Successful consultant is required to submit performance security in the form of pay order, demand draft or bank guarantee : 5% of the Contract Amount.
5.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million as per form attached in (Annexure A)

**SECTION-3: TECHNICAL PROPOSAL - STANDARD FORMS**

### Section 3. Technical Proposal - Standard Forms

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

- Form TECH-1. Technical Proposal Submission Form
- Form TECH-2. Consultant's Organization and Experience
- A - Consultant's Organization
  - B - Consultant's Experience
- Form TECH-3. Comments, Suggestions and Alternative Proposal (if any) on the Terms of Reference and/or on Counterpart Staff and Facilities to be provided by the PA.
- A - On the Terms of Reference
  - B - On Counterpart Staff and Facilities
  - C - Alternative Technical and/or Financial Proposal
- 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-1. TECHNICAL PROPOSAL SUBMISSION FORM**

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[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope<sup>1</sup>.

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

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: \_\_\_\_\_

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<sup>1</sup> [In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]

<sup>2</sup> [Delete in case no association is foreseen.]

**For FTP Only**

**FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE**

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**A - Consultant's Organization**

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

**B - Consultant's Experience**

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

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

Firm's Name: \_\_\_\_\_



**For FTP Only**

**FORM TECH-3. COMMENTS, SUGGESTIONS AND ALTERNATIVE PROPOSAL (IF ANY) ON THE TERMS OF REFERENCE AND/OR ON COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE PA**

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**A - On the Terms of Reference**

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

**B - On Counterpart Staff and Facilities**

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

**C – ALTERNATIVE TECHNICAL & FINANCIAL PROPOSAL**

[submit alternative technical & financial proposal (if any) to reduce the cost]

NOT APPLICABLE

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

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

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

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

a) Technical Approach and Methodology. *In this chapter 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**

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

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

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

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

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

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

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

6. **Membership of Professional Associations:** \_\_\_\_\_

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

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

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

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

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

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

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

\_\_\_\_\_  
[Signature of staff member or authorized representative of the staff]      Date: \_\_\_\_\_  
Day/Month/Year

Full name of authorized representative: \_\_\_\_\_

Section-2: Technical Proposal - Standard Forms

**FORM TECH-7. STAFFING SCHEDULE<sup>1</sup>**

N <sup>o</sup>	Name of Staff	Staff input (in the form of a bar chart) <sup>2</sup>												Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>3</sup>	Total	
Local																		
1	[Home]																	
2	[Field]																	
n																		
	<b>Total</b>																	

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



Full time input



Part time input



**FORM TECH-8. WORK SCHEDULE**

N <sup>o</sup>	Activity1	Months2													
		1	2	3	4	5	6	7	8	9	10	11	12	n	
1															
2															
3															
4															
5															
n															

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

SECTION-4: FINANCIAL PROPOSAL - STANDARD FORMS

#### Section 4. Financial Proposal - Standard Forms

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

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

[The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided in this RFP]

- Form FIN-1. Financial Proposal Submission Form
- Form FIN-2. Summary of Costs
- Form FIN-3. Breakdown of Costs by Activity
- Form FIN-4. Breakdown of Remuneration I
- Form FIN-4. Breakdown of Remuneration I
- Form FIN-5. Breakdown of Reimbursable Expenses I
- Form FIN-5. Breakdown of Reimbursable Expenses
- Appendix.** Financial Negotiations

**FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 9.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below<sup>2</sup>:

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

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

2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

Section-3: Financial Proposal - Standard Forms

**FORM FIN-2. SUMMARY OF COSTS**

Item	Costs
	Indicate Local Currency
a). Total Costs of Financial Proposal	
b). Sindh Sales Tax at 13% of (a)	
c). Grand Total (a+b)	

1 Indicate the total costs in (a) above excluding Sindh Sales Tax to be paid by the PA. However total cost in (a) will include all other taxes such as withholding tax and stamp duties etc. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal

**FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY**

Group of Activities (Phase): 2	Description: 3
Cost component	Costs [Indicate Local Currency]
Remuneration	5
Reimbursable Expenses	5
Subtotals	

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

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Section-3: Financial Proposal - Standard Forms

- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4 and FIN-5.

**FORM FIN-4. BREAKDOWN OF REMUNERATION1**

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

Group of Activities (Phase): \_\_\_\_\_

Name2	Position3	Staff-month Rate4	Input5 (Staff-months)	[Indicate Foreign Currency # 2]6	[Indicate Foreign Currency # 3]6	[Indicate Local]
<b>Local Staff</b>						
		[Home]		NOT APPLICABLE		
		[Field]				
<b>Total Costs</b>						

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



**FORM FIN-4. BREAKDOWN OF REMUNERATION<sup>1</sup>**

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

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
<b>Local Staff</b>		
		[Home]
		[Field]

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

Section-3: Financial Proposal - Standard Forms

**FORM FIN-5 BREAKDOWN OF REIMBURSABLE EXPENSES**

(This Form FIN-5(1) shall only be used when it is indicated in the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):									
No	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	Indicate Foreign Currency # 1 <sup>4</sup>	Indicate Foreign Currency # 2 <sup>4</sup>	Indicate Foreign Currency # 3 <sup>4</sup>	Indicate Local Currency <sup>4</sup>	
1	Per diem allowances	Day						NA	
2	International flights <sup>5</sup>	Trip						NA	
3	Miscellaneous travel expenses	Trip							
4	Communication costs between [Insert place] and [Insert place]	Month							
5	Drafting, reproduction of reports	LS							
6	Equipment, instruments, materials, supplies, etc.	LS							
7	Shipment of personal effects	Trip							
8	Use of computers, software	Month							
9	Geotechnical Investigation through pits	LS							
10	Laboratory tests.	LS							
11	Local transportation costs	Month							
12	Office rent, clerical assistance	Month							
13	Topographic Survey	LS							
14	Visual Condition Survey Pavement surfacing	LS							
15	Visual Condition Survey of existing structures	LS							
16	Traffic Survey	LS							
<b>Total Costs</b>									

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### Section-3: Financial Proposal - Standard Forms

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

**APPENDIX.**

**FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES**

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

**1. Review of Remuneration Rates**

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

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

**(i) Salary**

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

**(ii) Social Costs**

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

**(iii) Cost of Leave**

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

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

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

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

**(iv) Overheads**

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, no billable time, time

of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The PA does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(v) **Fee or Profit**

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

(vi) **Away from Headquarters Allowance or Premium**

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

(vii) **Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents, the subsistence rate shall be the same for married and single team members.

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

**2. Reimbursable expenses**

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

**3. PA Guarantee**

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

**Sample Form**

Consulting Firm:  
Assignment:

Country:  
Date:

**Consultant's Representations Regarding Costs and Charges**

We hereby confirm that:

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

\_\_\_\_\_  
[Name of Consulting Firm]

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Section-3: Financial Proposal - Standard Forms

**Consultant's Representations Regarding Costs and Charges**  
(Expressed in [insert name of currency])

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charges I	Overhead I	Subtotal	Fee2	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour
	Home Office								
	Field								

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

**SECTION-5: TERMS OF REFERENCE**



### Section 5: TERMS OF REFERENCE (TOR)

1. The Government of Sindh, Energy Department is taking steps to provide enabling infrastructure to generate power/energy from the Coal, which is a natural gift available in mass quantity in the desert area of the Tharparkar District in the Province of Sindh. For exploring the coal by open cast mining and power generation, heavy machinery and equipment is to be transported from Sea port Karachi to Thar Coal Field Area. As per requirements of the potential investors for providing save access to transport their heavy equipment and machinery to the Coal Field Area, the existing road network needs to be improved to cater for heavy loading requirements. The Government of Sindh, Energy Department/Sindh Coal Authority has therefore decided to widening / improve / strengthening the existing road network which lead to Thar Coal Field Area and adjoining areas:
  - (i) **Construction of Road from Islamkot upto Singhario Road near Thar Coal Block-V (6 Kms)**
  - (ii) **Construction of two bypass roads for relocation (a) Islamkot Jhangra road by passing villages Sivi jo Tar and Katran due to Construction of Gurano Pond (12-km) (b) Thario Halipoto to Jeando Dars Road near villages Senhri Dars due to dump area of mining (5-km)**
  - (iii) **Widening and reconstruction of Road from Mithi Intersection to Naukot (upto ADB Project End Point) - Length (42 kms.)**
  - (iv) **Construction of Road Naukot, Jhuddo and Tando Jan Muhammad Bypasses (20 Km)**
  - (v) **Widening and reconstruction of Islamkot – Nagarparkar Road upto Thar Coal Block – I (10 km)**
  - (vi) **Widening / Reconstruction of Road from Rescue Station Thar Coal Block-II to Thar Coal Block-V (8-kms.)Scheme I: Improvement/Rehabilitation of Remaining Portion of Road from Sujawal to Badin (52 Km) Near Khore Wah to Start of Badin Bypass (Km 27+750 to Km 79+750), Scheme No. I, (ADP # 329/2015-16)**
2. The scope of work required for planning, designing and construction supervision services for the above mentioned schemes is outlined in this section of RFP.

#### 3. **The Consultant**

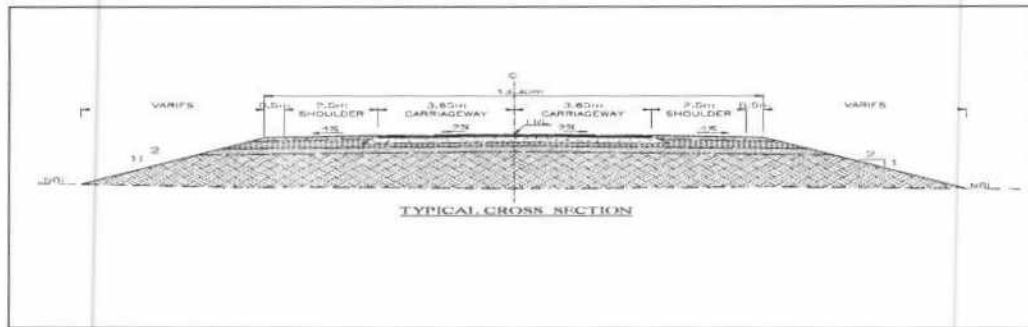
The services will be provided by a consulting firm, joint venture or consortium of consulting firms to be appointed by Sindh Coal Authority / Energy Department in accordance with the SPPRA 2010. The consultant will provide the staffing for carrying out the works in design phase and providing construction supervision services, as mentioned in this RFP for all six Schemes. The final staffing will be adjusted to suit the actual procurement and implementation schedule.

**Part A: PLANNING, DESIGN, PREPARATION OF TENDER DOCUMENTS AND PRE-COSNTRUCTION SERVICES.**

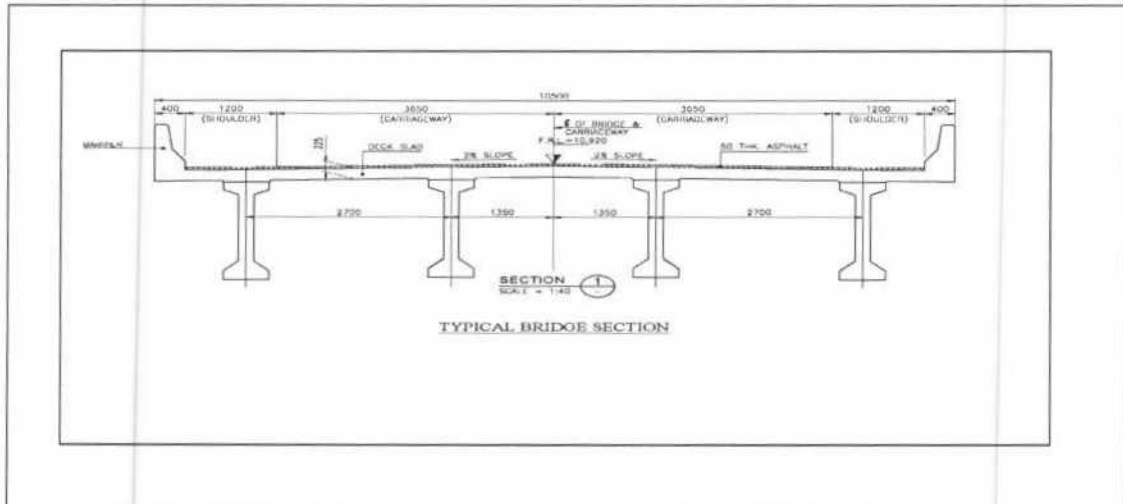
Broadly the consultants will provide detailed Engineering Design including improvement of geometrical design of existing roads.

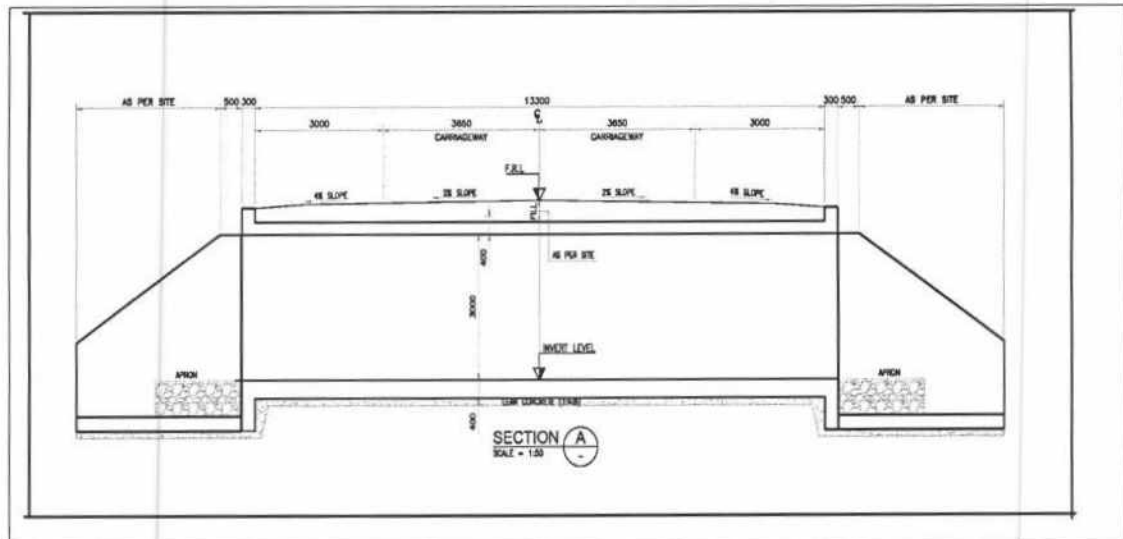
The project / contract road(s) will be two lane single carriageways with:

Carriageway Width	7.3 m
Shoulder Width	3 m (2.5 m paved and 0.5m earthen)
Camber	Carriageway 2% and Shoulder 4 %
Full Super elevation	6 %
Design Speed	80 kph for plain and 50-60 kph for urban area as per site requirements.



Standards for Structures AASHTO, Pakistan Highway Code of Practice for bridges and culverts 1967, UBC/IBC 2003, ASTM, ACI, Vehicles live load, Class A & Class AA loading





The scope of the work for the consultants will include, but not necessarily be limited to the following.

- i. Carry out topographic surveys, including horizontal and vertical alignment and cross sections, establishment of horizontal control points, benchmarks and permanent reference beacons as required for detailed Engineering design to enable construction quantities to be calculated to the accuracy of (+) (-) 10 %.
- ii. Collect soil samples from roadway, existing pavement structure and borrow areas and testing for classification, Atterberg limits (liquid and plastic limits). Modified AASHTO compaction, soaked CBR and suitability for stabilization.
- iii. Collect samples from quarry sources for fine and course aggregates and test them for use in sub base, aggregate base, asphalt concrete and cement concrete works etc.
- iv. Carry out Inventory and condition surveys of the project roads, including its geometric features, type and condition of drainage structures, load carrying capacity, pavement and other major features. Assess/ quantify potential problems that are related to the land acquisition, cutting of trees, relocation of utilities etc and should be addressed before construction contracts are awarded.
- v. Investigate the suitability of locally available construction material and where necessary, locate new queries and borrow pits and assess the quantity of material and hauling distance.
- vi. Examine materials found along the road alignments, taken at suitable intervals. Pay particular attention to sub surface conditions at bridge sites (if any) through appropriate geo technical survey.
- vii. Carryout traffic count surveys along the project roads. On the basis of traffic count, historical records and projections made, traffic levels and axles load considerations, determine the most cost effective construction option for project roads.

- viii. Study the existing hydrological regime based on an analysis of rainfall and flood records, including sub surface water characteristics, supplemented by detailed field investigation, to establish the adequacy of road embankment levels, culverts and side ditches.
- ix. Assess cross drainage requirement and propose new structure (bridges, culverts and cause ways as appropriate) or improvement of existing structures where these are otherwise structurally sound. If required by the PA, carry out as additional services necessary Non Destructive Testing (NDT) for ascertaining the condition of existing culverts, bridges to withstand heavy loading of the equipment and machinery which is to be transported to Thar coal field area.
- x. Update technical, economic and social data (if provided by the Client)
- xi. Prepare revised PC-1 based on the detailed Engineering design and cost estimates.
- xii. Any other road Engineering details required by the Army authorities, highways and Procuring Agency.
- xiii. The relevant record /data is also required to be computerized / digitalized
- xiv. Prepare pavement designs based on TRRL Road Note 31 / AASHTO in accordance with the requirement of the Sindh Coal Authority. Suggest improvements, rehabilitation, reconstruction and new construction strategies accordingly.
- xv. Prepare Detailed Engineering Designs, Tender Documents, including Bills of Quantities, Engineering Estimates and work out the cost of civil work contracts and overall project.
- xvi. Carryout highway safety audit. The road safety design should focus on the junction design, pedestrian safety facility in built up areas, traffic sign and road side safety design etc.
- xvii. Prepare appropriate contract packages, taking into account the location of the project roads and size of contracts, suitable for NCB among qualified domestic contractors with varying implementation capability and / or capacity.
- xviii. Prepare PQ documents for contractors and assist Sindh Coal Authority in pre-qualification of contractors, preparation of Invitation to Bid, Evaluation of bids received, and award of civil works contracts.
- xix. In conjunction with the Sindh Coal Authority, prepare realistic construction schedule showing the anticipated progress of works and expenditure for the contract packages. The schedule will reflect seasonal, climatic effects at the work sites, and will take into account typical outputs of road projects of similar nature.
- xx. Ensure that the bid documents include specific provision to minimize disruption / damage to the environment and local settlements due to constructions.

**PART B: CONSTRUCTION SUPERVISION AND POST-CONSTRUCTION SERVICES**

1. Depending on the construction packaging, the scope of construction supervision and post-construction services may consist of one or more construction packages under different construction contracts. The supervision Consultant, however, shall supervise the works of all construction contracts for both schemes under one consultancy services package/contract:
2. The objective of the consultancy services under this phase are:
  - a. Proper management of civil work contracts as the Engineer including field measurements and quality assurance work.
  - b. Comprehensive supervision of project implementation activities carried out by the contractors to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Documents.
  - c. Efficient construction supervision by personnel who are experienced in the modern methods of construction supervision and contract management.
  - d. Ensure high standards of quality assurance in the supervision / execution of work.
  - e. Ensure completion of the works within the stipulated period and/or identify ahead of time impediments to this effect.
3. The main features of Contract Management Framework (CMF) envisaged for the execution of the proposed construction of works are:-
  - a. For administration of the contract under the project, the SCA will be the Employer. The Employer will have a Project Management Unit (PMU) and project implementation unit (PIU), which are the in-charge of the works. The PMU shall be headed by the Chief Engineer, Sindh Coal Authority who is assisted by appropriate professional and support staff. The Chief Engineer Sindh Coal Authority will act as the Employer's Representative.
  - b. The Consultant shall nominate a Representative who shall be called the Team Leader, and will act as the 'Engineer'. The Engineer shall have a team of experienced professional and support staff for the execution of the Consultancy Service under the Contract.
  - c. The supervision Consultant will make the necessary measurements and control the quality of works. While the supervision Consultant shall make all Engineering decisions required during the implementation of the Contract, he shall seek prior approval of the Employer with regard to the following.
    - i. Any variations or deviations with financial implications
    - ii. Variation in work quantities for fixation of rates
    - iii. Sanction of additional items, sums or costs and variations of rates and prices.
    - iv. Approval the subletting of and part of works.
    - v. Stopping and / or termination of the Contract for Works.
    - vi. Change in specification and deviation from approved drawings.

- vii. Any other as required per Conditions of Contract of construction contract.
4. The scope Consulting Services for construction supervision phase shall include but not necessarily be limited to the following:

**Engineering and Administration**

- (a) To assist Employer in contract administration and management of the project.
- (b) To act as 'Engineer' for the purpose of civil works contract.
- (c) To interpret the Technical Specifications and Contract Documents.
- (d) Scrutinize and approve the Contractors' detailed work programme, suggest modifications if any, after a careful study keeping in view the overall interest of the project. After having approval, the same will be issued to the Contractor for implementation with copy to the Employer.
- (e) Scrutinize and/ or review Contractor's superintendence, personnel and suggest modifications, if any.
- (f) Initiate advance actions for handing over of site and / or issue of drawings, and / or advise Employer.
- (g) Scrutinize the Construction Methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule and environmental aspects as well as safety of works, personnel and the general public.
- (h) The Engineer is to approve the working drawings/detailed drawings prepared earlier under design phase or by the Contractor or any other agency and also setting out data and issue the same to the contractor.
- (i) Liaison and co-ordination through client with the local authorities for shifting of utilities, wherever required.
- (j) Certify 'As constructed' drawings for each component of the works finished by the Contractor.
- (k) Review and ensure conformity of Contractor's securities in approved formats.
- (l) Maintain a day-to-day diary recording all events to the works.

**Construction Supervision**

- (a) Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings.
- (b) Carry out inspection of the contractor's equipment, machinery, installations, housing and medical and mandatory facilities etc. And ensure that they are adequate and are in accordance with the terms and conditions of the contract.
- (c) Direct the Contractor to carry out all such works to do such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or to reduce the risk in case of any emergency affecting the safety of life or of the adjoin property and advise the Employer as soon thereafter as is reasonably practicable.

- (d) Supervise the contract in all matters concerning safety and care of the work including environmental aspects and labour welfare.
- (e) Inspect Works on substantial Completion before taking over and indicate the Employer any outstanding work to be carried out by the contractor during the Defect Liability period.

#### **Quality of materials and Works**

- (a) Evolve and implementing a system for the quality assurance of the works. The systems of control of quality of materials and completed works shall also include sampling methods and criteria and accepting and acceptance criteria. The sampling methods and the acceptance criteria shall be based on statistical methods and the recommendations of the relevant codes, standards and international practices. Any other aspects for proper quality control shall be finalized and executed accordingly.
- (b) Inspect the performance of works with regard to workmanship and compliance with the specifications, order / supervise/ perform tests on materials and / or work and approve / disapprove the Contractor's plant and equipment.
- (c) Review and approve the test results/certificates of all construction materials and / or sources of materials and carry out additional tests as necessary to establish their quality.
- (d) Associate with the work tests being carried out by the contractor and undertake additional tests as necessary to assess the quality of works.
- (e) Carry out technical supervision of the works to ensure their quality and conformity with the standards and specifications as per contract. In addition to assessing and checking the laboratory and field tests carried out by the Contractor, the Consultants shall carry out independent tests as necessary to establish their quality.
- (f) In the event any material or item of works is found to be substandard and unacceptable, the Consultant shall initiate actions so that such cases do not recur.
- (g) Maintain a permanent record of all measurements for the work quantities to be paid for and the results of all tests carried out for monitoring the quality of works.

#### **Measurement and Payment**

- (a) Take field measurement of all items of works and of quantities of materials incorporated in the work and maintain up to date books containing such computations or other information concerning the use of construction materials, properly segregated in to sections of construction.
- (b) Maintain up to date records of remaining quantities to be incorporated in the work and monitor the expected project cost based upon the remaining quantities. General records of all labour and specified materials used in the

works, including copies of orders, delivery notes and invoices for such materials and details of wage rates paid by the contractor shall be maintained.

- (c) Prepare a schedule for placing the orders for specified material, in consultation with the contractor, to minimize the financial effects of escalation in the price of those materials.
- (d) Certify that work volume and recommend the interim / final certificate for payment accordingly.
- (e) Furnish the certificate to the Employer that the items included in the Contractor's bills satisfy the required quality of works and are acceptable with regards to the standards and specifications prescribed in the Contract.
- (f) Check and certify all requests for payments, all monthly bills, interim bill and final bill of the Contractor.
- (g) Following percentage checks / recording of measurement and quality control tests shall be exercised by the team members of the Consultant's before submission of the measurements/ bills to Employer.
  - i. All measurement of all items of works will be recorded by ARE and Quantity Surveyor in the Measurement Book as per provisions and rules.
  - ii. All measurement of hidden items of works will be recorded by the ARE and Quantity Surveyor in the Measurement Book as per provision and rules.
  - iii. Following percent checks on measurement shall be done by the team members of the consultant.
    - By Resident Engineer - 50%
    - By Assistant Resident Engineer - 100%

These checks shall be made on every road or stretch of road in the given percentage and should cover all important items / components of work. Checks of measurements have been laid down but the consultant will be fully responsible for all measurements prescribed for the RE or for other than those checked by ARE. But this does not prohibit RE for from checking the measurement of the part checked by ARE. However, this shall be in addition to the prescribed percentage.

- (h) Scrutinize and advice the Employer upon the claims raised by the Contractor, if any.
- (i) To perform repeat tests or check measurements, if directed by the Employer. These repeat tests or measurements may be conducted in the presence of Employer or his representatives as may be directed.



- (j) In case of conflicts, perform tests or measurements of any or all of the items in presence of Employer.

**Progress of Work**

- (a) Implement a system for monitoring the progress of work based on computer project management techniques.
- (b) Systematically check the progress of the Work and order the initiation of the work, which is part of the Contract.
- (c) Maintain an up-to-date status of all construction activities against the original schedule for completion of works.
- (d) Shall investigate and initiate early action with regard to the delays in the execution of works. The Resident Engineer shall explain in his monthly progress and special reports the reasons for delays and explain the actions to be taken / already taken to correct the situation. All reports prepared by the Consultants' Team shall be objective and shall substantiate any event/ recommendation with factual data and information. The progress Reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual work done using "S" curves and /or any other widely accepted superior methods of representation.

**Land Acquisition Plans and / or Documents, as Required**

- i. Prepare land plans and land statements in consultation with the Employer and Revenue Authority (if required).
- ii. Prepare the details lists of damages of settlements and other agriculture / crops and assist the clients in awarding the compensation for the same.

**5. Project Implementation Schedule**

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

- |  |           |
|--|-----------|
| (a) Design Phase i/c pre-construction activities | 03 Months |
| (b) Construction Phase                           | 24 Months |
| (c) Post Construction Phase (DLP)                | 12 Months |
- (Initial 3 months for project accounts finalization and remaining 9 months for project monitoring and issuance of Defects Liability Certificate)

**6. Project Staffing Requirements**

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

The staff shown below for Design Phase only is indicative and subject to variation by agreement with Sindh Coal Authority / Coal and Energy Development Department.

(a) **Design Phase:**

- i. Team Leader
- ii. Contract Engineer
- iii. Highway Design Engineer
- iv. Structure Design Engineer
- v. Pavement Design Engineer
- vi. Geotechnical Engineer
- vii. Traffic Engineer
- viii. Quantity Surveyor
- ix. Surveyors
- x. CAD operators
- xi. Support Staff

Man Months of above staff will be estimated by the Consultant.

(b) **Construction Phase:**

While construction packaging will be identified, subsequent to contract packaging, it is envisaged that the Team of Construction Supervision Consultant shall have the following professionals and supporting indicative staff for entire duration of 24 months.

S.#	Position	All Six Schemes	
		Qty.	Man-Month
	<b>Key Staff</b>		
1	Team Leader (The Engineer) (15 days / month)	1	12
2	Contract Engineer (15 days / month)	1	12
3	Resident Engineer	1	24
4	Assistant Resident Engineer (Highway)	3	72
5	Assistant Resident Engineer (structures)	2	48
6	Material Engineer	2	48
7	Quantity Surveyor	2	48
8	Site Inspectors	8	192

9	Surveyor	6	144
10	Lab Technician	8	192
	<b>Support Staff</b>		
11	Computer Operator	2	48
12	Peon/Messenger	2	48

**(c) Post- Construction Phase (DLP )**

S.#	Position	All Six Schemes			
		Qty.	Initial 3 Month	Remaining 9 months	Total
			Man-Months	Man-Months	
	<b>Key Staff</b>				
1	Team Leader (The Engineer)	1	1.5	0.9	2.4
2	Contract Engineer	1	1.5	-	1.5
3	Resident Engineer	1	3	3	6
4	Quantity Surveyor	1	3	3	6
	<b>Support Staff</b>				
5	Computer Operator	2	6	18	24
6	Peon / Messenger	2	6	18	24

**7. Project Deliverables**

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

**(a) Design Phase**

- |   |                 |
|---|-----------------|
| i. Inception report.....                                      | 03 copies       |
| ii. Topographic Survey Report.....                            | 03 copies       |
| iii. Site Survey and Investigation Report.....                | 03 copies       |
| iv. Traffic Survey & Study Report.....                        | 03 copies       |
| v. Pavement Design Report.....                                | 03 copies       |
| vi. Draft Final Design Report.....                            | 02 copies       |
| vii. Final Design Report.....                                 | 03 copies       |
| viii. Revised PC-1 Document.....                              | 10 copies       |
| ix. Tender Documents including BOQ, Drawings, Specification.. | 10 to 20 copies |
| x. Engineer's Estimate.....                                   | 03 copies       |

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

- (b) **Pre-Construction Phase**
- i. Pre-qualification documents for contractors..... 20 copies
  - ii. Prequalification Evaluation Report..... 02 copies
  - iii. Bid Evaluation Report..... 02 copies
- (c) **Construction Supervision Phase**
- i. Monthly Progress Report..... 03 copies
- (d) **Post- Construction Phase**
- i. Project Completion Report (upon completion..... 03 copies  
of DLP period with Consultants).

**FACILITIES DURING SUPERVISION CONSTRUCTION PHASE**

The Employer will provide the following inputs and facilities:

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

**ADDITIONAL SERVICES**

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

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

GENERAL CONDITIONS OF CONTRACT

## General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

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

	References.
	(p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.
	(q) “In writing” means communicated in written form with proof of receipt.
<b>1.2 Law governing Contract</b>	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.
<b>1.3 Language</b>	This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
<b>1.4 Notices</b>	<p>1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.</p> <p>1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.</p>
<b>1.5 Location</b>	The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the PA may approve.
<b>1.6 Authority of Member in Charge</b>	In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.
<b>1.7 Authorized Representatives</b>	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.
<b>1.8 Taxes and Duties</b>	The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
<b>1.9 Fraud and Corruption</b>	<p>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.</p> <p>Any personnel of the Consultant who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the</p>

Contract, shall be removed in accordance with Sub-Clause 4.2.

**Integrity Pact**

- B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:
- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
  - (b) terminate the Contract; and
  - (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

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

**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- |  |   |
|--|---|
| <b>2.1 Effectiveness of Contract</b>   | This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.  |
| <b>2.2 Commencement of Services</b>    | The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.  |
| <b>2.3 Expiration of Contract</b>      | Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.  |
| <b>2.4 Modifications or Variations</b> | Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |
| <b>2.5 Force Majeure</b>               | 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.  |
| <b>2.5.2 No Breach of Contract</b>     | The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract  |



insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

**2.5.3 Extension of Time**

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

**2.5.4 Payments**

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

**2.6 Termination**

**2.6.1 By the PA**

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

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

**2.6.2 By the Consultant**

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

- (a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- (b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is

overdue.

(c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

**2.6.3 Payment upon Termination**

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

(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

**3. OBLIGATIONS OF THE CONSULTANT**

**3.1 General**

**3.1.1 Standard of Performance**

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

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 Conflict of 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**

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-

<b>in Project</b>	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.
<b>3.2.3 Prohibition of Conflicting Activities</b>	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.
<b>3.3 Confidentiality</b>	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.
<b>3.4 Insurance to be Taken Out by the Consultant</b>	The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
<b>3.5 Consultant's Actions Requiring PA's Prior Approval</b>	<p>The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"><li>(a) entering into a subcontract for the performance of any part of the Services,</li><li>(b) appointing such members of the Personnel not listed by name in Appendix C, and</li><li>(c) any other action that may be specified in the SC.</li></ul>
<b>3.6 Reporting Obligations</b>	<ul style="list-style-type: none"><li>(a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.</li><li>(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.</li></ul>
<b>3.7 Documents Prepared by the Consultant to be the Property of the PA</b>	<ul style="list-style-type: none"><li>(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</li></ul>

with a detailed inventory thereof.

- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

**3.8 Accounting, Inspection and Auditing**

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

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

**4. CONSULTANT'S PERSONNEL**

**4.1 Description of Personnel**

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

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

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

- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## **5. OBLIGATIONS OF THE PA**

### **5.1 Assistance and Exemptions**

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

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

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

### **5.3 Services and Facilities**

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

## **6. PAYMENTS TO THE CONSULTANT**

### **6.1 Security**

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

### **6.2 Lump-Sum Payment**

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

### **6.3 Contract Price**

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

### **6.4 Payment for Additional Services**

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

### **6.5 Terms and Conditions of Payment**

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

## **7. GOOD FAITH**

### **7.1 Good Faith**

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

## **8. SETTLEMENT OF DISPUTES**

### **8.1 Amicable Settlement**

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

### **8.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

**SPECIAL CONDITIONS OF CONTRACT**

**Special Conditions of Contract**

Number of Clause	GC Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
1.3	The language is English
1.4	<p>The addresses are:</p> <p><b>Procuring Agency</b> : House No. 16, E-Street, behind Zamzama Park, DHA Phase V, Karachi</p> <p>Attention : Director General (DG), Sindh Coal Authority (SCA)</p> <p>Facsimile : 021-99251038</p> <p>E-mail : dgsc@yaho.com</p> <p><b>Consultant</b> :</p> <p>Attention :</p> <p>Facsimile :</p> <p>E-mails :</p>
1.6	The Member in Charge is _____
1.7	<p>The Authorized Representatives are:</p> <p><b>For the PA</b> : Director General,</p> <p><b>For the Consultant</b> :</p>
2.2	The date for the commencement of Services shall be within seven (07) days of signing of the Contract.
2.3	The time period shall be 3 months for Design and Tender Documentation, 24 months for Construction Supervision and 3 months for closing / finalization of construction contract.
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party liability insurance, with a minimum coverage of <b>PKR 200,000/- per occurrence;</b></p> <p>(b) professional liability insurance, with a minimum coverage of twice the Contract Amount;</p> <p>(c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-</p>



Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; **PKR 600,000/- per occurrence in case of death and PKR 150,000/- in case of injury.**

(d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, **Full Replacement Cost** (ii) any documents prepared by the Consultant in the performance of the Services, **Full cost to be incurred on the reproduction of any such document.**

3.7 (b)

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

5.1

*Not Applicable*

6.1

1% Bid Security submitted with financial proposal shall be returned back to the Consultant upon receipt of 5% Performance Security or shall be adjusted in the Performance Security.

6.3

The amount in Pak Rupees ...../-.

6.5

The accounts for local currency is :

Payments shall be made according to the following schedule:

**A Design Phase**

- a) Fifteen (15) percent of the design contract price shall be paid on the submission of Inception Report.
- b) Sixty (60) percent of the design contract price shall be paid upon submission of tender documents, bid evaluation
- c) Fifteen (15) percent of the design contract price shall be paid upon submission of Draft Final Report
- d) Ten (10) percent of the design contract price shall be paid upon submission of the final report.

**B Construction Supervision Phase**

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

8.2

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

The Arbitration shall take place in Karachi.

SECTION 6: STANDARD FORM OF CONTRACT

## SECTION 6: STANDARD FORM OF CONTRACT

Consulting Services for Detailed Design and Construction Supervision of

-----  
-----  
THIS CONTRACT (hereinafter called the "Contract") is made on the ---- day of ----, 2016, by and between Government of Sindh, Energy Department / Sindh Coal Authority (hereinafter called the "Procuring Agency -PA"), having its principal place of business at House No. 16, E-Street, behind Zamzama Park, DHA Phase V, Karachi, and M/s ----- (hereinafter called the "Consultant"), having their principal offices located at ----- respectively.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

### 1. Services

- (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
- (ii) The Consultant shall provide the reports as defined in article 7 of TOR attached as Annex A, and the personnel listed in Annex B, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
- (iii) The following documents attached hereto shall be deemed to form an integral part of this Contract.
  - a) The General Conditions of Contract
  - b) The Special Conditions of Contract
  - c) The following Annexures
    - Annex A: TOR / Scope of Services including Project Staffing Requirements, Project Deliverables / Reporting Requirements, Facilities during Construction Supervision Phase and Additional Services etc;
    - Annex B: Cost Estimates for Design, Construction Supervision & Post Construction (DLP) Phases with list of Personnel and Rates
    - Annex C: Project Implementation Schedule
    - Annex D: Project Staff Schedule
    - Annex E: Minutes of Negotiation Committee Meeting

### 2. Term

The Consultant shall perform the Services during the period commencing from -----, 2016] and continuing through -----, 2018 or any other period as may be subsequently agreed by the parties in writing.

**3. Payment**

A. Ceiling

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

C. Payment Conditions

Payment shall be made in Pak Rupees no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

**4. Project Administration**

A. Coordinator

The PA designates Director General (DG) Sindh Coal Authority (SCA) as PA's Coordinator, or any other official designated and authorized by DG Sindh Coal Authority (SCA); the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Consultant.

B. Timesheets

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

C. Records and Accounts

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

**5. Performance Standard**

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

**6. Confidentiality**

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or

the PA's business or operations without the prior written consent of the PA.

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

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written

**FOR AND BEHALF OF PA**

**FOR AND BEHALF OF CONSULTANT**

Signed by:

Signed by:

Title:

Title:

Sindh Coal Authority

Consultant:

Witness:

Witness:

Name:

Name:

Title:

Title:

**INTEGRITY PACT**

Annexure A

(INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....

Name of Seller/Supplier: .....

Signature: .....  
[Seal]

Signature: .....  
[Seal]