



PROVINCIAL BUILDINGS DIVISION-III, KARACHI
WORKS & SERVICES DEPARTMENT, GOVT. OF SINDH

NIT No. TC/G-55/PBD-III/2016-17/31, Dated: 15-07-2016

Date: 19.09.2016

Time: 3:00 PM

MINUTES OF CONSULTANT SELECTION COMMITTEE MEETING FOR
EVALUATION OF BID/ RFP OF CONSULTING FIRM FOR THE DETAILED
ARCHITECTURAL, STRUCTURAL DESIGN, PREPARATION OF ENGINEERING
ESTIMATES/ BIDDING DOCUMENTS & DETAILED CONSTRUCTION
SUPERVISION FOR THE PROJECT "CONSTRUCTION OF RESIDENCE OF
CHIEF JUSTICE, SINDH HIGH COURT AT BATH ISLAND, KARACHI (ADP NO.
2078 – 2016-17)".

The meeting of consultant selection committee was held in the office of the undersigned on 19.09.2016 at 3:00 PM as earlier decided to evaluate the bid proposal/ RFP document of the bidder. Following members attended the meeting:-

Participants:

- | | | |
|--|-------------------------|---|
| 1. Mr. Muhammad Yousuf
Superintending Engineer
Provincial Building Circle, Karachi. | Chairman |  |
| 2. Mr. Asadullah Shaikh
Executive Engineer
Provincial Building Division-III, Karachi. | Member/Secretary |  |
| 3. Mr. Jamil Ahmed Memon
Executive Engineer
Education Works Division-I, Karachi. | Technical Member |  |
| 4. Mr. Akbar Ali Brahmani
Deputy Secretary
Finance Department. | Member |  |
| 5. Mr. Ghulam Muhammad Shaikh
Assistant Director (PP&H)
Planning & Development Deptt: | Member |  |
| 6. Mr. Muhammad Usman
Project Director (AJP)
High Court of Sindh. | Co-opted Member |  |
| 7. Mr. Abdul Waheed Khan
Assistant Director (Dev),
SGA&C Deptt: | Co-opted Member |  |

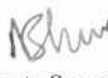


PROVINCIAL BUILDINGS DIVISION-III, KARACHI
WORKS & SERVICES DEPARTMENT, GOVT. OF SINDH

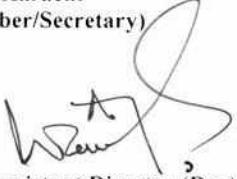
- The Executive Engineer, Provincial Building No. III, Karachi issued letter of Invitation and Request for Proposal document to M/s The Architect firm for above cited consultancy service vide Letter Ref No. NO:-TC/G-55/2016-17/260 dated August 26, 2016.
- The submitted proposal opened in the presence of Consultant Selection Committee on the 09-09-2016 at 4:00 PM and it was decided that proposal will be discussed in detail on 19-09-2016.
- Afterwards, the proposal received from M/s Architect was discussed in detail in the meeting amongst the members and cumulative assessment/ score sheet was prepared alongwith comments (enclosed detailed evaluation).
- The Consultant Selection Committee decided in the meeting to open the financial proposal of qualified consultant firm in the same meeting. The bidder / consultant representative of consultant was already called by Member / Secretary.
- In this meeting Consultant Selection Committee opened the financial proposal of qualified firm in presence of their representative and afterward the necessary financial analysis of proposals being done by the Consultant Selection Committee as per 80:20 rule mentioned in RFP' .
- The detailed assessment sheet of both technical & financial analysis of aforementioned consultant firm is enclosed herewith for reference
- The meeting ended with vote of thanks to and from the chair.


Executive Engineer
Provincial Buildings Division-III
Karachi
(Member/Secretary)


Executive Engineer
Education Works Division-I
Karachi
(Technical Member)


Deputy Secretary
Finance Department
(Member)


Assistant Director (PP&H)
Planning & Development Deptt:
(Member)


Assistant Director (Dev)
SGA&C Deptt:
(Co-opted Member)


Project Director (AJP)
High Court of Sindh
(Co-opted Member)


Superintending Engineer
Provincial Buildings Circle, Karachi
(Chairman)

BID EVALUATION REPORT

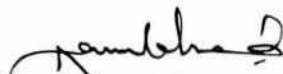
NIT NO. TC/G-55/PBD-III/2016-17/31, DATED: 15.07.2016.

PROVINCIAL BUILDINGS DIVISION NO.III,KARACHI.

1.	Name of Procuring Agency	Provincial Buildings Division No.III, Karachi.				
2.	Tender Reference No.	NIT NO. TC/G-55/PBD-III/2016-17/31, DATED: 15.07.2016.				
3.	Tender Description/Name of Work Items.	CONSTRUCTION OF RESIDENCE OF CHIEF JUSTICE, SINDH HIGH COURT AT BATH ISLAND, KARACHI (Consultancy Services)				
4.	Method of Procurement.	QCBS Method <i>including supervision</i>				
5.	Tender Published.	2147483647 dated 19-07-2106. SPPRA website.				
6.	Total Bid documents sold.	01-No.				
7.	Total Bids Received.	01-No.				
8.	Technical Bid Opening date (if applicable) (Provide details in separate form).	09-09-2016				
9.	No. of Bid Technically qualified (if applicable).	01-No.				
10.	Bid(s) Rejected.	NIL				
11.	Financial Bid Opening date.	19-09-2016.				
12.	Bid Evaluation Report.					
S.No	Name of Firm or Bidder	Cost offered by the bidder & Marks Obtained	Ranking in terms of cost.	Comparison with Estimate cost	Reasons for acceptance/rejected	Remarks
1	2	3	4	5	6	7
1.	M/s The Architect.	Rs. 2.52 (M)	1 st	Within Estimated Cost.	Single and rates quoted are comparable with market rates	Accepted



(Asadullah Shaikh)
Executive Engineer
Provincial Buildings Division-III
Karachi.
(Member/Secretary)



(Jamil Ahmed Memon)
Executive Engineer
Education Works Division-I
Karachi
(Technical Member)



(Akbar Ali Brahmani)
Deputy Secretary (Dev-II)
Finance Department
(Member)



(Ghulam Muhammad Shaikh)
Assistant Chief (PP&H)
Planning & Development Deptt:
(Member)



(Abdul Waheed Khan)
Assistant Director (Dev.)
SGA&C Deptt:
(Co-opted Member)



(Muhammad Usman)
Project Director (AJP)
High Court of Sindh
(Co-opted Member)


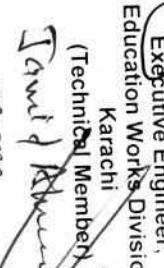




(Muhammad Yousuf)
Superintending Engineer
Provincial Buildings Circle, Karachi
(Chairman)

TECHNICAL AND FINANCIAL EVALUATION OF BID/REQUEST FOR PROPOSAL OF CONSULTANT FOR THE PROJECT "CONSTRUCTION OF RESIDENCE OF CHIEF JUSTICE, SINDH HIGH COURT AT BATH ISLAND, KARACHI (ADP NO. 2078 OF 2016-17)".

SUMMARY SHEET

S.No.	Name of the Firm	Total Scores Obtained out of 100 Marks	Wt. Technical Score (80%)	Financial Amount (Rs.)	Financial Score	Wt. Financial Score (20%)	Cumulative Total Wt. Score
01	M/s THE ARCHITECTS	86.5	69.2	2,520,000	100	20	89.20

<p> Executive Engineer, Provincial Buildings Division-III Karachi, (Member/Secretary) <i>Asadullah Khan</i> Assistant Director (Dev.) SG&C Deptt. (Co-opted Member) <i>Abdul Wahid Khan</i></p>	<p> Executive Engineer, Education Works Division-I, Karachi (Technical Member) <i>Tariq Ahmad</i> Project Director (AJP), High Court of Sindh, (Co-opted Member) <i>Muhammad Usman</i></p>	<p> Deputy Secretary, Finance Department, (Member) <i>Abdul Basit</i> Superintendent Engineer, Provincial Buildings Circle, Karachi (Chairman) <i>Muhammad Yusuf</i></p>	<p> Assistant Director (PP&H) Planning & Development Deptt. (Member) <i>Ghulam Mubshir</i> 19/11/16 <i>Shaukat</i></p>
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TECHNICAL EVALUATION OF BID/REQUEST FOR PROPOSAL OF CONSULTANT FOR THE PROJECT "CONSTRUCTION OF RESIDENCE OF CHIEF JUSTICE, SINDH HIGH COURT AT BATH ISLAND, KARACHI". ADP NO. 2078 OF 2016-17.

S.No.	Name of the Firm	Part-I)			Part-II)			Part-III)							Total Score				
		Specific Experience (25 Marks)			Adequacy of the proposed Methodology & Work Plan in response to the TOR's (40 Marks)			Key Professional Staff Qualification & Competence for the Assignment (35 Marks)											
		15-20 Related similar projects completed in last 5 years	21-25 related similar projects completed in last 5 years	Above 25 related similar projects completed in last 5 years	(a) Technical Approach & Methodology	(b)	(c)	Architectural Team Leader	Senior Architects	Architect/Interior Designer	Structural Design Collaborators/ Associate Lead Engineer	Electrical Design Collaborators/ Associate Lead Engineer	Utility Design Collaborations	Construction Manager					
		Max. Marks	10	20	25	15	5	5	5	5	5	10	5	5	2.5	2.5	2.5	5	
		Marks Obtained		25		10	4	4	4	5	5	10	4	2.5	3	2.5	2.5	5	
		Total Marks Obtained		25						5	5				29.5				86.5
01	M/s. THE ARCHITECTS	COMMENTS	25 + relevant projects completed in last 5 years			The consultant has well understood the scope of assignment and covered all required aspects under consideration in its methodology in details which includes conceptual design, Data collections & soil investigation of site, Submission of preliminary design, Submission of Detailed Design, Design development dwgs, structural design & calculation, Detailed BOQ & cost Estimates, Detailed specification condition of contracts), Tender Phase, Project management, construction management & Construction supervision & also in details describe the duties & responsibility of the consultant and discuss the role of consultant at each stage/ phase of the project in details			Consultant distributed the work plan in 03 stages, 1- Planning & Data Collection phase 2-Designing & tender phase 3-Construction Phase Consultant proposed 2 years time for whole job, 6 month for first 2 phases which includes the activities of conceptual plan, topography, site investigation, preliminary design, detailed design, BOQ & tender docs, Prequalification of contractors & issuance of tender documents.	Proposed 18 staff members team to complete the job, 9 staff team for office & 9 staff team for construction site including key professionals. The proposed staff will perform their jobs in parallel and in disintegrated time period. The total 24 man months requirements proposed to complete the job	Master in architecture & 20 years+ experience	M Arch & 12 years experience	B Arch & 12 years Experience	M/s Structure & 18 years experience form M/s Consult-tech	B.Sc. Electrical Engg & 43 years of Experience form M/s SEM Engrs MEP consultant	BE Electrical & 19 years experience from M/s Answer Associates, consultant has not proposed BE civil & Mech for plumbing design	BE Civil & 24 years experience		

[Signatures and stamps of officials]

Executive Engineer, Provincial Buildings Division-III, Karachi
 (Member/ Secretary)
Asad ul Haq Sheikh

Assistant Director (Dev.) SG&C Dept. (Co-opted Member)
Abdullah Waheed Khan

Executive Engineer, Education Works Division-I, Karachi
 (Technical Member)
Sami Ahmad Khan

Project Director (AP), High Court of Sindh, (Co-opted Member)
Muhammad Usman

Deputy Secretary, Finance Department, (Member)
Ahsan Ali Basha

Superintending Engineer, Provincial Buildings Circle, Karachi
 (Chairman)
Muhammad Yousef

Assistant Director (PP&H) Planning & Development Dept. (Member)
Chalun Muhammad Sheikh

OFFICE OF THE EXECUTIVE ENGINEER PROVINCIAL BUILDINGS DIVISION NO.III, KARACHI

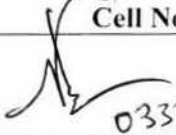
This office NIT No. TC/G-55/PBD-III/2016-17/31

Dated: 15-07-2016

CONSULTANT SELECTION COMMITTEE MEETING FOR THE WORK
"CONSTRUCTION OF RESIDENCE OF CHIEF JUSTICE, SINDH HIGH COURT AT
BATH ISLAND, KARACHI (ADP # 2078-2016-17)".

ATTENDANCE SHEET.

Date & Time of Opening : 19.09.2016 @ 3:00 P.M.

S. No.	Name of Firm	Person Attended	Signature / Cell No.
1.	M/s The Architect.	Ahmed Nadeem	 0333 2344062



Executive Engineer
Provincial Buildings Division-III
Karachi.
(Member/Secretary)



Executive Engineer
Education Works Division-I
Karachi
(Technical Member)


Deputy Secretary (Dev-II)
Finance Department
(Member)


Assistant Chief (PP&H)
Planning & Development Deptt:
(Member)


Assistant Director (Dev.)
SGA&C Deptt:
(Co-opted Member)


Project Director (AJP)
High Court of Sindh
(Co-opted Member)


Superintending Engineer
Provincial Buildings Circle, Karachi
(Chairman)



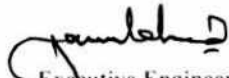
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**OFFICE OF THE EXECUTIVE ENGINEER,
PROVINCIAL BUILDINGS DIVISION NO. III, KARACHI.**

CERTIFICATE

This is to certify that the rates (Consultancy Charges) quoted by the bidder (M/s The Architect) for the work "Construction of Residence of Chief Justice, Sindh High Court at Bath Island, Karachi (ADP No. 2078 – 2016-17)", are comparable with the market rates, as per Rule-48 of SPPRA rules 2010 (Amended-2013).


Executive Engineer
Provincial Buildings Division-III
Karachi.
(Member/Secretary)

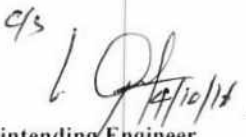

Executive Engineer
Education Works Division-I
Karachi
(Technical Member)


Deputy Secretary (Dev-II)
Finance Department
(Member)


Assistant Chief (PP&H)
Planning & Development Deptt:
(Member)


Assistant Director (Dev.)
SGA&C Deptt:
(Co-opted Member)


Project Director (AJP)
High Court of Sindh
(Co-opted Member)


Superintending Engineer
Provincial Buildings Circle, Karachi
(Chairman)

**OFFICE OF THE EXECUTIVE ENGINEER, PROVINCIAL
BUILDING DIVISION-III, KARACHI.**

**CONSTRUCTION OF RESIDENCE OF CHIEF JUSTICE, SINDH
HIGH COURT AT BATH ISLAND, KARACHI”**

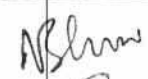
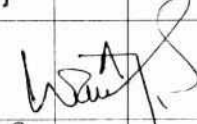

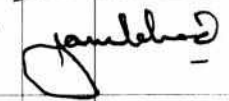

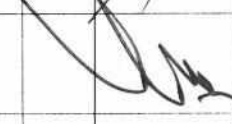
ADP No. 2078

2016-17

**ATTENDANCE SHEET OF MEMBER OF CONSULTANT
SELECTION COMMITTEE**

Date: 02.08.2016.

Time: 3-00 PM.

S.No	Name of Member	Designation with Cell No.	Signature
01	AKBAR ALI Brahmami	D.S. F.D 0333-3939079	
02	Abdul Waneed Khan	AD (Dev) 0321-2065078	
03	Shayam of Mohammed Haidar Asst. Chief (P.D) P.D. Dept 0333-2280520	Asst. Chief (P.D) P.D Dept. 0333-2280520	
04	Jamil Ahmad Memara Executive Engineer Education Works Division I, Karachi	Executive Engineer 0321 9213237	
05	Asefullah Shaikh S.E. - PBD # 11, Karachi	0321-9280171	
06	Mubrad Yousuf S.E. - PBD, Karachi	S.E. PBD, Karachi 021-49203120	
07	Muhammad Waseem P.D. High Court	0300 2469816	
08			

OFFICE OF THE EXECUTIVE ENGINEER,
PROVINCIAL BUILDING DIVISION-III, KARACHI.

**CONSTRUCTION OF RESIDENCE OF CHIEF JUSTICE, SINDH
HIGH COURT AT BATH ISLAND, KARACHI"**

ADP No. 2078

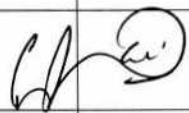

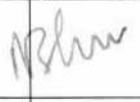
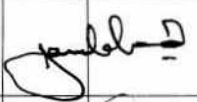

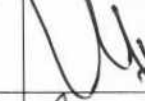
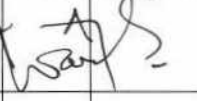
2016-17

**ATTENDANCE SHEET OF MEMBER OF CONSULTANT
SELECTION COMMITTEE**

(Evaluation of EOI Documents)

Date: 12.8.16.

Time: 4-00 PM.

S.No	Name of Member	Designation with Cell No.	Signature
01	Asadullah Baki	XGN, PBD # 14 0321 Karachi 9220171	
02	Shaham & Mohammad Khalid	Assistant Chief (P.M.) 0333-2280520	
03	Ahsan Ali Brahaman	Deputy Sec Finance	
04	Jamil Ahmad Memera	Executive Engineer Education Works Karachi	
05	Muhammad Yusef	S.E., P.B. Corb., Karachi. 021-99203120	
06	Muhammad Ahsan	P.D. Ahsan 0300 2469816	
07	Abdul Waseed Khan	Assistant Director SGABCD 0321 2065078	
08			
09			
10			



PROVINCIAL BUILDINGS DIVISION-III, KARACHI
WORKS & SERVICES DEPARTMENT, GOVT. OF SINDH



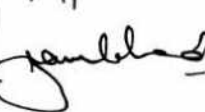



NIT No. TC/G-55/PBD-III/2016-17/31, Dated: 15-07-2016

Date: 02.08.2016
Time: 3:00 PM

MINUTES OF CONSULTANT SELECTION COMMITTEE MEETING FOR
SHORTLISTING OF CONSULTING FIRM FOR THE DETAILED
ARCHITECTURAL, STRUCTURAL DESIGN, PREPARATION OF ENGINEERING
ESTIMATES/ BIDDING DOCUMENTS & DETAILED CONSTRUCTION
SUPERVISION FOR THE PROJECT "CONSTRUCTION OF RESIDENCE OF
CHIEF JUSTICE, SINDH HIGH COURT AT BATH ISLAND, KARACHI (ADP NO.
2078 - 2016-17)".

The meeting of consultant selection committee was held to receive EOI documents on 02.08.2016 at 3:00 PM in the office of the undersigned instead of on 01.08.2016 (@ 3:00 PM) since the chairman of the committee was out of country (on leave) and the bidders who turned-up on 01.08.2016 on scheduled time were requested to come again on 02.08.2016 @ 3:00 PM. Following members attended the meeting:-

Participants:

- | | | |
|---|------------------|---|
| 1. Mr. Muhammad Yousuf
Superintending Engineer
Provincial Building Circle, Karachi. | Chairman |  |
| 2. Mr. Asadullah Shaikh
Executive Engineer
Provincial Building Division-III, Karachi. | Member/Secretary |  |
| 3. Mr. Jamil Ahmed Memon
Executive Engineer
Education Works Division-I, Karachi | Technical Member |  |
| 4. Mr. Akbar Ali Brahmani
Deputy Secretary (Dev-II) (BS-18)
Finance Department. | Member |  |
| 5. Mr. Ghulam Muhammad Shaikh
Assistant Chief (PP&H) (BS-18)
Planning & Development Deptt: | Member |  |
| 6. Mr. Muhammad Usman
Project Director (AJP)
High Court of Sindh. | Co-opted Member |  |
| 7. Mr. Abdul Waheed Khan,
Assistant Director (Dev) (BS-18)
SGA&C Deptt: | Co-opted Member | |





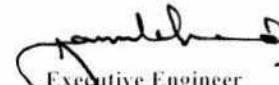
PROVINCIAL BUILDINGS DIVISION-III, KARACHI
WORKS & SERVICES DEPARTMENT, GOVT. OF SINDH


- It was informed that the total 07 EOI documents were purchased by the consulting firms and out of which following 06 firms submitted the EOI documents upto the scheduled date & time:-

1	M/s Young Associates	4	M/s. Naqvi & Siddiquie Associates
2	M/s Arif Shah Associates	5	M/s The Architect
3	M/s Nespak	6	M/s. MESA

- Afterwards, it was decided to fix 12.08.16 (@ 4:00 P.M) as next date for meeting of the members of consultant selection committee for the evaluation of EOI documents received from the above bidders and also to finalize the RFP documents to be given to the shortlisted bidders.


Executive Engineer
Provincial Buildings Division-III
Karachi.
(Member/Secretary)


Executive Engineer
Education Works Division-I
Karachi
(Technical Member)


Deputy Secretary (Dev-II)
Finance Department
(Member)


Assistant Chief (PP&H)
Planning & Development Deptt:
(Member)


Assistant Director (Dev.)
SGA&C Deptt:
(Co-opted Member)


Project Director (AJP)
High Court of Sindh
(Co-opted Member)


Superintending Engineer
Provincial Buildings Circle, Karachi
(Chairman)



PROVINCIAL BUILDINGS DIVISION-III, KARACHI
WORKS & SERVICES DEPARTMENT, GOVT. OF SINDH

NTT No. TC/G-55/PBD-III/2016-17/31, Dated: 15-07-2016

Date: 12.08.2016

Time: 4:00 PM

MINUTES OF CONSULTANT SELECTION COMMITTEE MEETING FOR
SHORTLISTING OF CONSULTING FIRM FOR THE DETAILED
ARCHITECTURAL, STRUCTURAL DESIGN, PREPARATION OF ENGINEERING
ESTIMATES/ BIDDING DOCUMENTS & DETAILED CONSTRUCTION
SUPERVISION FOR THE PROJECT "CONSTRUCTION OF RESIDENCE OF
CHIEF JUSTICE, SINDH HIGH COURT AT BATH ISLAND, KARACHI (ADP NO.
2078 - 2016-17)".

The meeting of consultant selection committee was held in the office of the undersigned on 12.08.2016 at 4:00 PM as earlier decided to evaluate the EOI documents of the bidders as well as finalization of RFP documents to be provided to the short-listed consultants. Following members attended the meeting:-

Participants:

1. **Mr. Muhammad Yousuf**
Superintending Engineer
Provincial Building Circle, Karachi.
2. **Mr. Asadullah Shaikh**
Executive Engineer
Provincial Building Division-III, Karachi.
3. **Mr. Jamil Ahmed Memon**
Executive Engineer
Education Works Division-I, Karachi.
4. **Mr. Akbar Ali Brahmani**
Deputy Secretary (Dev-II) (BS-18)
Finance Department.
5. **Mr. Ghulam Muhammad Shaikh**
Assistant Chief (PP&H) (BS-18)
Planning & Development Deptt:
6. **Mr. Muhammad Usman**
Project Director (AJP)
High Court of Sindh.
7. **Mr. Abdul Waheed Khan**
Assistant Director (Dev) (BS-18)
SGA&C Deptt:

Chairman

Member/Secretary

Technical Member

Member

Member

Co-opted Member

Co-opted Member

Waqar

[Handwritten signatures of participants]



PROVINCIAL BUILDINGS DIVISION-III, KARACHI
WORKS & SERVICES DEPARTMENT, GOVT. OF SINDH


- During the course of meeting, following decisions were made by the committee:-
 1. EOI documents of every bidder was checked thoroughly in respect of their eligibility / evaluation criterion for which detailed summary was finalized and attached separately.
 2. As far as RFP documents is concerned, the same was discussed in length and finalized accordingly which is also attached separately.
 3. After detailed evaluation of EOI documents of every bidder, it was concluded that only one bidder (consultant) **M/s The Architects** qualified in respect of eligibility and evaluation criterion. Whereas remaining 05 consultants were stands dis-qualified for the said job.

Decision:

- It was unanimously decided that the qualified consultant be informed accordingly and also RFP documents be sent to them as next step.
- The non-qualified consultants be also informed through letter as well as through hoisting of detailed summary on SPPRA website.



Executive Engineer
Provincial Buildings Division-III
Karachi
(Member/Secretary)



Executive Engineer
Education Works Division-I
Karachi
(Technical Member)



Deputy Secretary (Dev-II)
Finance Department
(Member)



Assistant Chief (PP&H)
Planning & Development Deptt:
(Member)



Assistant Director (Dev)
SGA&C Deptt:
(Co-opted Member)



Project Director (AJP)
High Court of Sindh
(Co-opted Member)



Superintending Engineer
Provincial Buildings Circle, Karachi
(Chairman)


EVALUATION OF EXPRESSION OF INTEREST (EOI) OF CONSULTANTS FOR THE PROJECT " CONSTRUCTION OF RESIDENCE OF CHIEF JUSTICE, SINDH HIGH COURT AT BATH ISLAND, KARACHI". ADP NO. 2078 OF 2016-17.


NIT No. TC/G-55/PBD-III/2016-17/31, Dated: 15-07-2016

Date of Submission : 1st August, 2016 upto 3:00 P.M. Date of Opening : 1st August, 2016 upto 4:00 P.M.


S.No	Eligibility Criteria	M/s/Young Associates		M/s Arif Shah Associates		M/s NESPAK		M/s Naqvi & Siddiquie Associates		M/s The Architects		M/s MESA	
		Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
1	A firm shall have the legal registration under the law;	✓		✓		✓		✓		✓		✓	
2	Registered with Pakistan Council of Architects & Town Planners and;	✓		✓		✓		✓		✓		✓	
3	Registration of Associated Structural, Electrical, Mechanical and Plumbing Consultants with Pakistan Engineering Council;	✓		✓		✓		✓		✓		✓	
4	Valid Registration with Federal Board of Revenue, Income Tax, Sales Tax and Sindh Revenue Board (SRB);	✓		✓		✓		✓		✓		✓	
5	An affidavit that the firm has not been blacklisted from Government / Local Agency / International Agency / Autonomous bodies / semi autonomous bodies etc.	✓		✓		✓		✓		✓		✓	
6	**The firm shall submit Audited Statement for last 03 years and Income Tax Returns of last 03 years (Mandatory).	✓		✓		✓		✓		✓		✓	
	Eligible / Non-Eligible	Eligible		Non-Eligible		Eligible		Non-Eligible		Eligible		Eligible	



Executive Engineer
 Provincial Buildings Division-III
 Asad ul Haq Shaikh
 (Member/Secretary)



Executive Engineer
 Education Works Division-I
 Iqbal Akhtar
 (Technical Member)


Deputy Secretary (Dev-II)
 Finance Department
 Aftab Ahmad Basha
 (Member)


Assistant Chief (PP&H)
 Planning & Development Deptt
 Chaudhry Muhammad Shaukat


Assistant Director (Dev.)
 SG&C Deptt:
 (Co-opted Member)
 Abdul Wahid Khan


Project Director (ADP)
 High Court of Sindh
 (Co-opted Member)
 Muhammad Usman


Superintending Engineer
 Provincial Buildings Circle, Karachi
 (Chairman)
 Muhammad Yousuf

SUMMARY SHEET

EVALUATION MARKS FOR EXPRESSION OF INTEREST (EOI) OF CONSULTANT FOR THE PROJECT " CONSTRUCTION OF RESIDENCE OF CHIEF JUSTICE, SINDH HIGH COURT AT BATH ISLAND, KARACHI". ADP NO. 2078 OF 2016-17.


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Date of Opening : 1st August, 2016 upto 4:00 P.M.

Minimum Qualifying Marks = 70, but it is mandatory to score 60% in each section


S.No	Evaluation Criteria	Max Marks	M/s/Young Associates	M/s Arif Shah Associates	M/s Nespak	M/s Naqvi & Siddique Associates	M/s The Architects	M/s MESA
			Marks Obtained	Marks Obtained	Marks Obtained	Marks Obtained	Marks Obtained	Marks Obtained
1	Administrative, Operational capacity of the firm to manage the assignment successfully.	5	5	5	5	5	5	5
2	Experience of Architectural Firm in Architectural and collaborator/associates of Engineering sector for at least 20 years.	15	15	0	15	15	15	0
3	Specific Experience in similar nature and complexity of Projects with Architectural, Planning & Design Services, preparation of Detailed Engineering Estimates, Tender/ Bidding documents. (Details shall be provided for similar nature and buildings projects).	30	10	0	0	10	30	10
4	Technical capacity of human resource required for the project:-	35	25	22.5	32.5	25	32.5	10
5	Financial capacity of the lead firms to impart the similar services at similar nature projects having capital cost worth of Rs.100 million & above and to manage the assignment successfully in last 05 years.	15	7.5	0	15	12.5	12.5	3
Total:		100	62.5	27.5	67.5	67.5	95	28
		Qualified / Not Qualified	Not Qualified	Not Qualified	Not Qualified	Not Qualified	Qualified	Not Qualified



 Executive Engineer
 Provincial Buildings Division-III
 Karachi
 (Member/Secretary)


 Executive Engineer
 Education Works Division-I
 Karachi
 (Technical Member)


 Assistant Chief (PP&H)
 Planning & Development Deptt:
 (Member)


 Assistant Director (Dev.)
 SG&C Deptt:
 (Co-opted Member)


 Project Director (AJP)
 High Court of Sindh
 (Co-opted Member)


 Superintendent/Engineer
 Provincial Buildings Circle, Karachi
 (Chairman)

EVALUATION MARKS FOR EXPRESSION OF INTEREST (EOI) OF CONSULTANT FOR THE PROJECT " CONSTRUCTION OF RESIDENCE OF CHIEF JUSTICE, SINDH HIGH COURT AT BATH ISLAND, KARACHI". ADP NO. 2078 OF 2016-17.

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			Marks Obtained	%Age	Marks Obtained	%Age	Marks Obtained	%Age	Marks Obtained	%Age	Marks Obtained	%Age	Marks Obtained	%Age
1	Administrative, Operational capacity of the firm to manage the assignment successfully. Office in Karachi (03 Marks), Architect & Engineering Facilities (02 Marks).	5	5	100%	5	100%	5	100%	5	100%	5	100%	5	100%
2	Experience of Architectural Firm in Architectural and collaborator /associates of Engineering sector for at least 20 years.	15	15	100%	0	0%	15	100%	15	100%	15	100%	0	0%
	From 20 to 25 years (10 Marks) & Above 25 years (15 Marks)													



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EVALUATION MARKS FOR EXPRESSION OF INTEREST (EOI) OF CONSULTANT FOR THE PROJECT " CONSTRUCTION OF RESIDENCE OF CHIEF JUSTICE, SINDH HIGH COURT AT BATH ISLAND, KARACHI". ADP NO. 2078 OF 2016-17.

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			Marks Obtained	%Age	Marks Obtained	%Age	Marks Obtained	%Age	Marks Obtained	%Age	Marks Obtained	%Age	Marks Obtained	%Age		
5	Financial capacity of the lead firms to impart the similar services at similar nature projects having capital cost worth of Rs.100 million & above and to manage the assignment successfully in last 05 years.	15														
			For Completion of 05 Projects of 100 M+ (7.5 Marks)	7.5	50%	0	0%	7.5	100%	7.5	83%	7.5	83%	3	20%	
			Each Projects of 100 M+ (1.5 Marks)													
			Average Annual Turnover of last three years	0		0		7.5		5		5		0		
			PKR 50 million to 60 million (05 Marks)													
Above PKR 60 million (7.5 Marks)																
Total:		100	62.5		27.5		67.5		67.5		95.0		28.0			
Qualified / Not Qualified			Not Qualified		Not Qualified		Not Qualified		Not Qualified		Qualified		Not Qualified			

[Signature]
 Executive Engineer
 Provincial Buildings Division-III
 Karachi
 (Member/Secretary)

[Signature]
 Executive Engineer
 Education Works Division-I
 Karachi
 (Technical Member)

[Signature]
 Deputy Secretary (Dev-II)
 Finance Department
 (Member)
 Akbar Ali
 Bakhwani

[Signature]
 Assistant Chief (PP&H)
 Planning & Development Deptt:
 Ghulam Moinuddin Sheikh

[Signature]
 Assistant Director (Dev.)
 SG&C Deptt:

[Signature]
 Project Director (AJP)
 High Court of Sindh
 (Co-opted Member)

[Signature]
 Superintending Engineer
 Provincial Buildings Circle, Karachi
 (Chairman)

[Signature]
 (Co-opted Member)
 Member

[Signature]
 (Co-opted Member)
 Member

[Signature]
 (Chairman)

SPPRA REQUEST FOR PROPOSAL DOCUMENT

**HIRING OF CONSULTANT FIRM FOR THE DETAILED ARCHITECTURAL,
STRUCTURAL DESIGN, PREPARATION OF ENGINEERING ESTIMATES/
BIDDING DOCUMENTS & DETAILED CONSTRUCTION SUPERVISION FOR THE
WORK "CONSTRUCTION OF RESIDENCE OF CHIEF JUSTICE, SINDH HIGH
COURT AT BATH ISLAND, KARACHI"**

RFP' DOCUMENT



Sindh Public Procurement Regulatory Authority

August, 2016

**OFFICE OF THE
EXECUTIVE ENGINEER,
PROVINCIAL BUILDINGS DIVISION-III,
KARACHI**

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Section 1. Letter of Invitation

Letter of Invitation

No. TC/G-55/PBD-III/ C.J-Res/2016-17/

Karachi dated: August 25 2016

To,
M/s The Architects Studio

Dear Mr. / Ms.:

1. The Office of the Executive Engineer, Provincial Building Division-III, Karachi Government of Sindh (hereinafter called "Procuring Agency ") now invites proposals to provide the following consulting services: For engaging Architecture & Engineering Consulting Firm(s) for Detailed Architecture & Structure Design (Calculation Sheets), Preparation Of Engineering Estimates & Tender/Bidding Documents and construction supervision for the Resident of Chief Justice, Sindh High Court.

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

3. A firm will be selected under QCBS with LUMPSUMP contract and procedures described in this RFP, in accordance with the method of selection is QCBS as per SPP rules 2010 and procedures stated in the RFP.

4. The services are required for the design, preparation of tender documents and detailed Construction Supervision of the project "Construction of Residence of Chief Justice Sindh High Court at Bath Island, Karachi".

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

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

**Executive Engineer,
Provincial Buildings Division-III,
Barrack No.18, Sindh Secretariat No.4-A, Karachi**

Dead line of submission: 09-09-2016 on or before 03:00 PM

Date and Time of Opening of Technical Proposal: 09-09-2016 at 04:00 PM (In case of any holiday the RFP will be submitted and opened on the next working day).

Yours sincerely,

**Executive Engineer,
Provincial Buildings Division-III,
Karachi,**



Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

- (a) "Procuring Agency (PA)" means the department with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) "Data Sheet" means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) "Day" means calendar day including holiday.
- (f) "Government" means the Government of Sindh.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (h) "LOI" (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
- (i) "Proposal" means the Technical Proposal and the Financial Proposal.
- (j) "RFP" means the Request for Proposal prepared by the procuring Agency for the Selection of Consultants.
- (k) "Sub-Consultant" means any person or entity to whom the Consultant subcontracts any part of the Services.
- (l) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

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

3. Conflict of Interest

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
 - (i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than

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

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

Conflicting Relationships

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

4. Fraud and Corruption

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

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

Under Rule 35 of SPPR2010, "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such

barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

5. Integrity Pact

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

6. Eligible Consultants

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

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

7. Eligibility of Sub-Consultants

A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.

8. Only one Proposal

Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.

9. Proposal Validity

9.1 The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal. Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.

10. Clarification and Amendment in RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

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

12. Language

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

13. Technical Proposal Format and Content

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

- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub-consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii) For assignments on a staff-time basis, the estimated

number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.

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

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (v) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
- (vi) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

15. Taxes

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

16. Submission, Receipt, and Opening of Proposals

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

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

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

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

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

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum

qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned unopened.

19. Evaluation of Financial Proposals

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

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

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

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

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

24. Award of Contract

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

25. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

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

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

25. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal.

Section 2. Information to Consultants – Data Sheet

6.1	Shortlisted Consultants may associate with other shortlisted Consultants: Yes _____ No <input checked="" type="checkbox"/>
11.2	The estimated number of professional staff-months required for the assignment is: <u> </u> The person months shall be calculated by consultants
13.1	The format of the Technical Proposal to be submitted is: FTP <input checked="" type="checkbox"/> , or STP _____
13.2(vii)	Training is a specific component of this assignment: Yes ___ No <input checked="" type="checkbox"/>
1.5	<p>The Proposal submission address is: Office of the Executive Engineer, Provincial Buildings Division-III, Karachi Barrack No.18, Sindh Secretariat No.4-A, Karachi Proposals must be submitted no later than the following date and time: <u>09.09.2016</u> on or before 03:00 PM</p>

Section 2. Information to Consultants – Data Sheet

14.1	<p>Consultants may consider the following costs while calculating their bids;</p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services; (6) cost of printing and dispatching of the reports to be produced for Consulting Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing. <p>Note: The applicable expenditures will only be considered for this project.</p>
15.1	<p>Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable <input checked="" type="checkbox"/> :</p>
6.3	<p>Consultants to state local cost in the national currency (in case of ICB only): Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
16.2	<p>Consultant must submit the original and <u>01</u> copy of the Technical Proposal and the original of the Financial Proposal in a separate sealed envelopes. Mark the envelopes ^{separately} Technical Proposal and Financial Proposal and put them in one large envelop.</p>

13.1	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: 100 Points (* Minimum Scoring Marks are 70 for Technical Qualification)</p> <p>(i) Specific experience of the consultants relevant to the assignment [25] Detailed Architectural & Engineering Design, Engineering Estimates & Tender Bidding/ Documents and Detailed Construction Supervision at similar nature of projects.</p> <ul style="list-style-type: none"> • 10 Marks shall be given for 15-20 relevant projects completed in last 05 years. • 20 Marks shall be given for 21- 25 relevant projects completed in last 05 years. • 25 Marks shall be given for above 25 relevant projects completed in last 05 years <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>a) Technical Approach and Methodology (Architectural Planning & Design (15 Marks), Structural Designing (05 Marks), Project Management/ Construction Management Approach (05 Marks) and Detailed Construction Supervision Methodology (05 Marks) [Total 30 Marks]</p> <p>b) Work plan for the Project [05 Marks]</p> <p>c) Organization and staffing [05 Marks] Total points for criterion (ii): [40 Marks]</p> <p>iii) Key professional staff qualifications and competence for the assignment:</p> <p>Technical capacity of human resource required for the project</p> <ul style="list-style-type: none"> • Architectural Team Leader (01 No.) (Masters / Bachelors in Architecture / Civil with at least 20 years of relevant experience of managing diversified projects) 10 Marks • Senior Architect (01 NO). (Masters / Bachelors in Architecture with at least 15 years of relevant experience) 05 Marks • Architect / Interior Designer (02 NOs). (Bachelors in Architecture / Interior Designing and experience in interior designing with at least 10 years of relevant experience) 05 Marks • Structural Design Collaborations / Associates Lead Designer (01 NO) (Masters in Structure Engineering and BE in Civil Engineering with at least 25 years of design experience of similar nature projects) 05 Marks • Electrical Design Collaborator / Associates Lead Engineer (01 No.) (Master & BE in Electrical Engineering and relevant experience of 07 years+) 2.5 Marks • Utility Design Collaborator/ Associates Lead Engineer (01 No.) (Master / BE in Civil & Relevant Discipline and relevant experience of 07+ years) 2.5 Marks • Construction Manager (01 No.) (Master/BE in Civil Engineering and having experience of 10 years+ of Construction Supervision & Contract Management of similar nature of projects) 05 Marks <p>Total points for criterion (iii): [35 Marks]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <ol style="list-style-type: none"> 1) General qualifications [30%] 2) Experience and Adequacy for the assignment [60%] 3) Experience in region and language [10%] <p>Total weight: 100%</p>
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Section 2. Information to Consultants – Data Sheet

20.1	Expected date and address for contract negotiations: September 2016
24.2	Successful consultant is required to submit performance security in the form of pay order, demand draft or bank guarantee of 2% of the bid price. Issued from any A.A rated scheduled bank of Pakistan.
25.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. (Financial proposal of those firms will be opened by informing in advance who have acquired marks equal or above threshold fixed by PA and mentioned in RFP i.e. 70%)</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80 %and;</p> <p>P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
26.1	Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.

Section 3. Technical Proposal - Standard Forms

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

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

Form TECH-1.	Technical Proposal Submission Form	21
Form TECH-2.	Consultant's Organization and Experience.....	22
A - Consultant's Organization		22
B - Consultant's Experience		23
Form TECH-3.	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PA	24
A - On the Terms of Reference		24
B - On Counterpart Staff and Facilities.....		25
Form TECH-4.	Description of Approach, Methodology and Work Plan for Performing the Assignment	26
Form TECH-5.	Team Composition and Task Assignments	27
Form TECH-6.	Curriculum Vitae (CV) for Proposed Professional Staff.....	28
Form TECH-7.	Staffing Schedule ¹	30
Form TECH-8.	Work Schedule.....	31

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Name and Address: Signature and [In full of and initials]; Signatory: Firm:

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

2 [Delete in case no association is foreseen.]

For FTP Only

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Firm's Name: _____

For FTP Only

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

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

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

a) Technical Approach and Methodology.

b) Work Plan, and

c) Organization and Staffing.

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

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work 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-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/ Pakistan Engineering Council Registration Number** : _____
7. **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]*: _____

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

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

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

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

Employer: _____

Positions held: _____

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

13. Certification:

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

[Signature of staff member or authorized representative of the staff] Date: _____
Day Month Year

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE ¹

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

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

 Full time input
  Part time input

Section 4. Financial Proposal - Standard Forms

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

Form FIN-1.	Financial Proposal Submission Form	33
Form FIN-2.	Summary of Costs.....	34
Form FIN-3.	Breakdown of Costs by Activity ¹	35
Form FIN-4.	Breakdown of Remuneration ¹	36
Form FIN-4.	Breakdown of Remuneration ¹	38
Form FIN-5.	Breakdown of Reimbursable Expenses ¹	39
Form FIN-5.	Breakdown of Reimbursable Expenses	41
Appendix.	Financial Negotiations - Breakdown of Remuneration Rates	42

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

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

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

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

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

We remain,

Yours sincerely,

Authorized Name and Address: _____
 Signature and _____
 [In full of and initials]: _____
 Title of Signatory: _____
 of Firm: _____

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
- 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

BID PRICING

- a) The bid shall be inclusive of Income Tax, however 15% (Fifteen Percent) sales tax shall be mentioned over and above the bid price and shown separately. The financial opening and evaluation will be based on the bid price which is inclusive of Income Tax plus Sales Tax = Total Price of Project.. In case of any variation in Sales Tax by the Government, the sales tax will be adjusted in the bid prize after mutually agreed among parties during the term of engagement.
- b) The financial bid shall cover all the Man Months proposed and all ancillary expenses applicable as per Data Sheet 14.1.
- c) The standard form may be used for development of Financial Proposal and for the understanding of activities for PA, However the PA is required the bid price at the lumpsum basis at the % age of Estimated Project Cost of Rs.60,000,000/=.

FORM FIN-2. SUMMARY OF COSTS

Item	Costs		Total Bid Price
	Indicate Local Currency inclusive of Income Tax (admissible as per law)	Sales Tax @ 15% (admissible as per law)	
Total Costs of Financial Proposal Architecture and Engineering Design, Preparation of Engineering Estimates, Bidding Documents & Construction Supervision.			

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

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

	Group of Activities (Phase): ²	Description: ³
		Estimated Project Cost Rs. 60 (M)
	Cost component	% Age of Estimated Project Cost Amount in Local Currency
	1) Architecture Planning, Detailed Design, Preparation of Engineering Estimates	Amount in Local Currency (Rs.)
	2) Detailed Construction Supervision Services	

- 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 that the same man months will be required shall be provided to any firm.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Use additional tables where required to cover the REQUIRED HUMAN RESOURCE

FORM FIN-5. BREAKDOWN OF REMUNERATION

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

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

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

FORM FIN-6. BREAKDOWN OF EXPENSES

Consultant P No	Description ²	Unit Cost ³	Quantity	[Indicate Foreign Currency # 1] ⁴	[Indicate Foreign Currency # 2] ⁴	[Indicate Foreign Currency # 3] ⁴	[Indicate Local Currency] ⁴
	DESIGN (Architecture, Structure, Tender and Bidding Documents)						
	Construction Supervision (Man months Based)						

• NOTE TO BIDDERS

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

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

- (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services;
- (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;
- (3) cost of office accommodation, investigations and surveys;
- (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services;
- (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services;
- (6) cost of printing and dispatching of the reports to be produced for Consulting Services;
- (7) other allowances where applicable and provisional or fixed sums (if any); and

(8) cost of such further items required for purposes of the Services not covered in the foregoing.
Note: The applicable expenditures will only be considered for this project.

FORM FIN-7. BREAKDOWN OF EXPENSES

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

N°	Description ¹	Unit	Unit Cost ²
	HR Cost	LS	
	Communication	LS	
	Accommodation	LS	
	Boarding	LS	
	Security	LS	
	Equipment	LS	

- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency for each Site.
- 3 Only if the training is a major component of the assignment, defined as such in the TOR.

APPENDIX. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

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

1. Review of Remuneration Rates

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

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

(i) Salary

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

(ii) Social Costs

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

(iii) Cost of Leave

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

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

¹ Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave.

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

(iv) Overheads

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

(v) Fee or Profit

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

(vi) Away from Headquarters Allowance or Premium

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

(vii) Subsistence Allowances

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

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

2. Reimbursable expenses

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

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

3. PA Guarantee

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

Sample Form

Consulting Firm;
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Section 5. Terms of Reference

TERMS OF REFERENCE FOR HIRING OF CONSULTANT FIRM FOR THE DETAILED ARCHITECTURAL, STRUCTURAL DESIGN, PREPARATION OF ENGINEERING ESTIMATES/ BIDDING DOCUMENTS & DETAILED CONSTRUCTION SUPERVISION FOR THE PROJECT "CONSTRUCTION OF RESIDENCE OF CHIEF JUSTICE, SINDH HIGH COURT AT BATH ISLAND, KARACHI"

BACKGROUND OF ASSIGNMENT

The Executive Engineer, Provincial Buildings Division-III, Karachi is responsible for executing the Civil, Electrical, Plumbing & allied Works of Provincial Buildings under different schemes after the approval of Competent Authority

The aforesaid project i.e. the Construction of Residence of Chief Justice, Sindh High Court at Bath Island, Karachi is approved by the Competent Authority under Annual Development Program (ADP No-1589, 2015-16). The detail data Sheet is enclosed as (Annexure). The Provincial Buildings department needs the services of renowned Architect/Engineering Consultant Firm for the timely and successful implementation of the project.

The timeline of the project shall be 02 years maximum, the consultant shall provide details of each activity/Work Plan for the period

SCOPE OF SERVICES

1.0 DETAILED SCOPE OF SERVICES REQUIRED FROM THE CONSULTANT

The terms of reference are detailed hereunder:

1.1 Site Assessment/Need Assessment.

- i. Conduct the coordination meeting with Client and work out the methodology to perform the client requirements.
- ii. Reconnaissance survey, topography, soil investigation, etc and other utility identification to set the design parameters for the proposed building.

1.2 Design Services:

- i. Based on the field survey and the requirement of the client, Architect/Design Consultant will propose different 3-D Architectural Models along with cost estimates with presentation for onward client approval.
- ii. On the basis of comments made by the client, consultant make necessary changes and finalize the approved design
- iii. The proposed design shall be environmental friendly with focus given to utilize natural light and air as well as priority shall be given to have good indoor environment.

- iv. Once the design is approved, start preparing (with detailed architectural, structural, MEP design with engineer's cost estimates), and perform soil testing where required before designing of structure.
- v. Prepared Designs shall be cost effective and shall meet structural safety standards for minimizing natural disasters risks (seismic, heavy rains/winds, water logging and salinity, etc)
- vi. The consultant will develop indigenous designs using local available construction materials in efficient manner and meet the design standards.
- vii. Prepare engineering estimates of the entire project.
- viii. The design team of consultant will includes the following professionals (Refer bidding Document: Eligibility Criteria)

1.3 Preparation of Bidding Documents.

- The consultant must be familiar with the Sindh Schedule rates 2012 and the procedural guidelines of Sindh Public Procurement Authority for the preparation of tender/bidding documents and processes.

The consultant is required to:

- i. Prepare Bidding Documents (Tender Drawings, BOQ's/Estimate, Condition Of Contract & Specifications) for the project to be issued / offer NIT publication.
- ii. Prepare Engineering Estimates, Bill of Quantities, detailed Construction drawings and specifications (Civil, Electrical, Plumbing)

1.4 Procurement Services

- I. The consultant may assist the department for procurement activities when and where required like:
 - a. Development of Selection Criteria for Contractors & Vendors
 - b. Evaluation of Bids as per the set criteria.
 - c. Develop Evaluation Reports etc.

2.0 Construction Supervision Services

The Consultant is required to:

- i. Provide detailed construction supervision as per approved drawings and specifications and as per the approved plan (including Gantt Chart) of the client
- ii. Implied the standard procedures to ensure the quality of construction (which includes testing of materials and works at defined stages, vigorously perform field inspections and take timely actions as needed as per the site conditions).

General Condition of Contract

- iii. Develop the Construction Supervision Protocols (Develop SOPs' for implementation which may include service standards for decisions/responses, check lists etc.)
- iv. Coordinate with different stakeholders of the project and facilitate for periodic field visits of the client.
- v. Certify that the construction work and the material brought at site by the contractor for use is in accordance with the approved specifications and is being tested as per standard practices.
- vi. Monitor systematically the progress of work according to the construction methodology and schedule of work provided by the contractor in the contract agreement, certifying allocation of resources by the contractor, suggesting any changes and recommendations to improve such practices at site and to avoid any delay in progress as forecast; the consultancy firm will also provide to client the monthly, quarterly progress update in all respects.
- vii. The firm will need to ensure that all necessary and required tests will performed by the contractor and to ascertain all test reports as per the quality standards for construction work.
- viii. Provide construction supervision (through qualified and well experienced civil engineers and supervisors/inspectors) for all the civil, electrical and plumbing works and water and sewerage pipelines at the given facility and certify the work in conformance to approved drawings and specifications at different work stages and deliverables as per the requirement to ensure the quality.
- ix. The firm will Certify (under firm's seal) running payments of the contractors (on the basis of work done in compliance with drawings and specifications and other stipulations, considering all required documentations needs as per the conditions of contract.
- x. Make recommendations/alternatives corrective measures for removal of construction supervision related problems and execute them at site to avoid any delays.
- xi. Recommend any variation necessary to execute the work. The consultant shall ensure that any such changes would be assessed in advance if possible to avoid any loss of time.

3.0 Maintenance of all project data / documents.

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

DELIVERABLES

1. Preliminary Design and Drawings
2. Final submission of selected Architecture Design (3-D Hard and Soft Copy)
3. Prepare and submit Proposed Building Model along with Front Elevation, Outer development, walkways and other physical facilities
4. Detailed Structure Design and Drawings
5. Detailed Mechanical, Electrical, Plumbing Design and Drawings
6. Engineering Estimates & Construction Drawings
7. Tender/Bidding Documents
8. Monthly/Quarterly Construction Supervision Reports

II. General Conditions of Contract

I. GENERAL PROVISIONS

1.1 Definitions

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

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

- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

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

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

1.5 Location

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

1.6 Authority of Member in Charge

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

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

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

Integrity Pact

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

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 **Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 **Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 **Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 **Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 **Force Majeure** The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 **No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 **Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 **Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the PA

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

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

2.6.2 By the Consultant

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

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

2.6.3 Payment upon Termination

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

- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a) through (e), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

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

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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

- 3.2.3 **Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 **Confidentiality** Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 **Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 **Consultant's Actions Requiring PA's Prior Approval** The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 **Reporting Obligations**
- (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 **Documents Prepared by the Consultant to be the Property of the PA**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be

specified in the SC.

3.8 Accounting, Inspection and Auditing

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

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

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

(a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

(b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and

experience acceptable to the PA.

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

5. OBLIGATIONS OF THE PA

- 5.1 **Assistance and Exemptions** The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 **Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 **Services and Facilities** The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 **Security** The consultant has to submit bid security and the performance security at the rate mention in SC.
- 6.2 **Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.3 **Contract Price** The price payable in Pak Rupees/foreign currency/ is set forth in the SC.
- 6.4 **Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.5 **Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and

shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

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

Number of
GC Clause

**Amendments of, and Supplements to, Clauses in the
General Conditions of Contract**

{1.1} Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.

1.3 The language is English.

1.4 The addresses are:

Procuring Agency
Executive Engineer,
Provincial Buildings Division-III, Karachi,
Barrack No.18, Sindh Secretariat No.4-A, Karachi

Attention: _____ Facsimile: _____ +92 - 21 - _____

E-mail: _____

Consultant: _____

Attention: _____

Special Condition of Contract

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

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

1.7 The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

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

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

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

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

Special Condition of Contract

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

2.2 The date for the commencement of Services is September 2016

2.3 The time period shall be *24 months*.

3.4 The optional risks and the coverage shall be as follows:

- (a) Third Party liability insurance, with a minimum coverage of *1,000,000*;
- (b) Professional liability insurance, with a minimum coverage of *10,000,000*;
- (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

Special Condition of Contract

Note: Delete what is not applicable

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

{5.1} *Not Applicable.*

6.3 Terms and Conditions of Payment

[Note: Terms and Conditions of Payment provided below is meant for sample reference. This should be edited on case to case basis as per scope of work of the engineering consultancy services of the specific project.]

For Planning and Design

A lump sum amount in foreign and local currencies against Planning and Design referred under SC 6.2 shall be paid to the Consultants for the Services to be completed within the period specified in SC 2.4.

Payments shall be made according to the following schedule:

- (a) *the ltr report*
To be decided at ~~contract~~ *negotiation* stage
-

For Construction Supervision

(a) A lump sum amount in foreign and local currencies referred under SC 6.2 against Construction Supervision shall be paid to the Consultants for the Services to be completed within a period specified in SC 2.4.

(b) Payment shall be made according to the following schedule:

- (i) *To be decided at contract Negotiation stage*

Special Condition of Contract

- (c) As soon as practicable and preferably within thirty (30) days after the end of each calendar month during the period of the Services, the Consultants shall submit their bill in duplicate to the Client. Supporting documents shall be submitted for reimbursable direct costs expenditure, if any.

Special Condition of Contract

8.2

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

Note: Payment schedule shall be discussed at the time of contract agreement.

Appendix A

(INTEGRITY PACT)

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

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

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

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

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

CONTRACT
DRAFT

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
2. **Term**

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

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

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

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

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

$$R_t = R_{t_0} \times \frac{I_t}{I_{t_0}}$$

where R_t is the adjusted remuneration, R_{t_0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_t is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{t_0} is the official rate of inflation for the month of the date of the Contract.”]

5. **Project Administration**

A. Coordinator

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

B. Timesheets

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

C. Records and Accounts

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

6. **Performance Standard**

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

7. **Confidentiality**

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

8. **Ownership of Material**

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

Contract

Title: _____

Contract

Title: _____