

**CONTRACT AGREEMENT FOR ENGINEERING CONSULTANCY  
SERVICES**

**BETWEEN**



**PROJECT MANAGEMENT AND IMPLEMENTATION  
UNIT FOR SCHOOL INFRASTRUCTURE DEVELOPMENT  
UNDER SERP - II,  
EDUCATION & LITERACY DEPARTMENT  
GOVERNMENT OF SINDH**

**AND**

**CONSULTANTS**

**CTI**

**Consult-Tech International**

ARCHITECTURE • ENGINEERING • MANAGEMENT

C-98 • KARSAZ ROAD • KDA SCHEME NO.1 • KARACHI-75400

**FOR**

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

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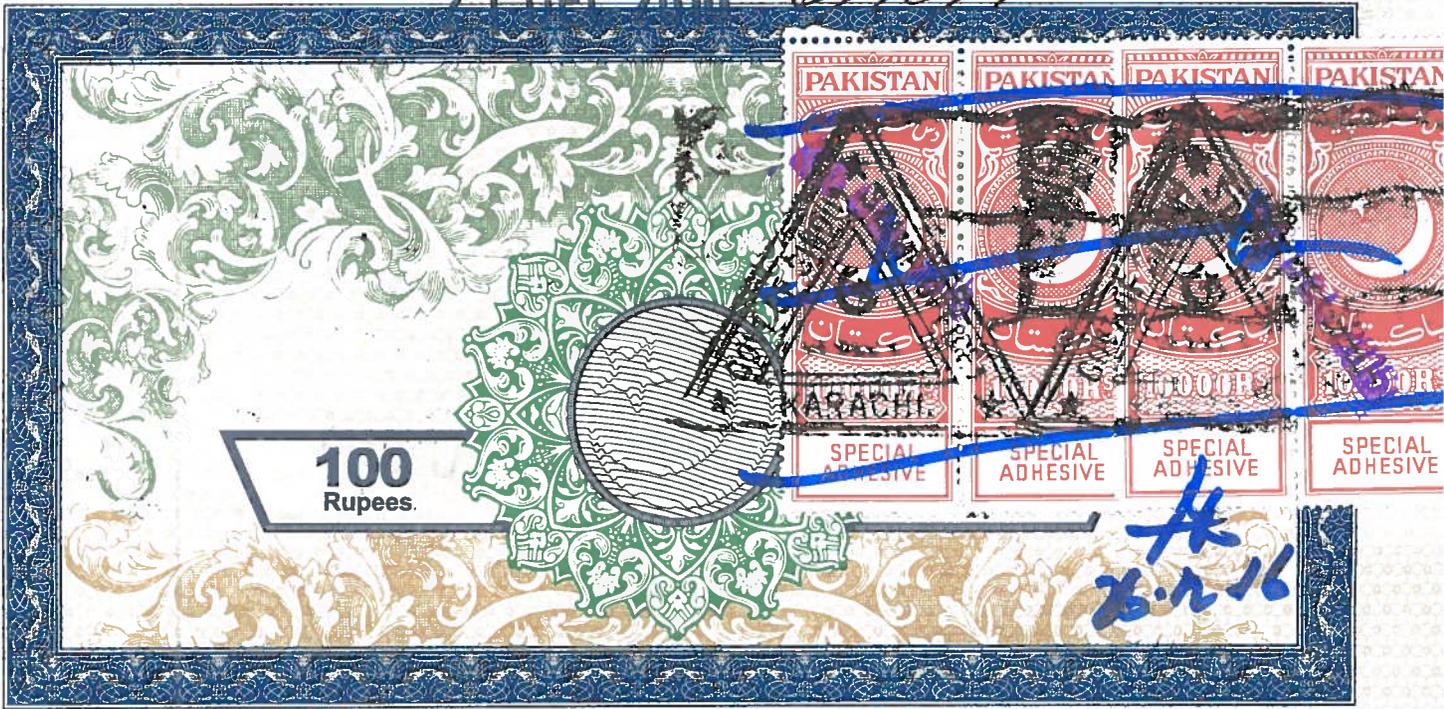
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1,45,000/- 1006

21 DEC 2016



Handwritten signature and date: *AK 21.12.16*

Stamp vendor information: 15898, Licence No. 44, Seal No. 29, City Court Karachi. Issued to: MIRZA ASIF BAIG, Advocate, Lawyer No. 4515/11C.

21 DEC 2016

RETURN TO SENDER ONLY

CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the 5<sup>th</sup> day of the month of January, 2017, between, on the one hand, Project Director, (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assignees) and, on the other hand, a firm being the entity which will be solely liable to the Client for all the Consultants' obligations under this Contract, namely: M/S CONSULT-TECH INTERNATIONAL(CTI), C-98, KDA Scheme No.1, Karsaz Road, Karachi 75400. (Hereinafter collectively called the "Consultants" which expression shall include its successors, legal representatives and permitted assignees).

WHEREAS

- (a) The Client has requested the Consultants to provide certain consulting services as defined in the Proposal Documents and Appendices attached to this Contract (hereinafter called the "Services"); and
(b) The Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
(a) The Proposal documents (Request for Proposal);
(b) The General Conditions of Contract;
(c) The Special Conditions of Contract;
(d) The following appendices:

Handwritten signature of the Project Director.

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Appendix A – Details of Consultancy Assignments

Appendix A-1 – Detailed need verification and design, BOQ, Specifications and tender documents of Works per school

Appendix A-2 – need verification cost per school  
Design of Works, BOQ, Specifications and Tender Documents per school.

Appendix B – Work/ Programme Schedule

Appendix C – Key Personnel and Sub-Consultants

Appendix D – Remuneration Breakdown of Contract Price in Local Currency

Appendix E – Reimbursable Direct Costs

Appendix F – Services and Facilities to be provided by the Client

Appendix G – Integrity Pact

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract in particular:

- (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.



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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical parts each of which shall be deemed as the original, as of the day, month and year first above written.

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PROJECT DIRECTOR  
PMIU (SE)  
Education & Literacy  
Government of Sindh

*AS/D* PROJECT DIRECTOR  
EDUCATION DEPARTMENT PMIU  
GOVERNMENT OF SINDH

Witness:

Signature *M. Khalid*

Signature \_\_\_\_\_

Name Muhammed Khalid

Name \_\_\_\_\_

Title Environmental Coordinator

Title \_\_\_\_\_

For and on behalf of the Firm

**M/s. Consult-Tech International**

Signature: *Kamran Ahmad*

Name: KAMRAN AHMAD

Title: Chief Executive



Witness:

Signature: *Imran Ahmad*

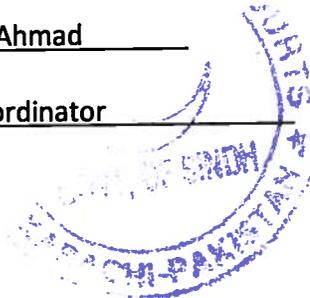
Signature: *Qadeer Khan*

Name: Imran Ahmad

Name: Qadeer Khan

Title: Project Coordinator

Title: Technical Coordinator



**SECTION-II**  
**GENERAL CONDITIONS OF CONTRACT**



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*Q. A. Akhtar*



## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" mean these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a consortium of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SPECIAL CONDITIONS" means the Special Conditions of Contract by which the General Conditions are amended or supplemented;
- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Sub consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Sub consultant; and
- (p) "Project" means the work specified in Special Conditions for which engineering consultancy services are desired.

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## 1.2 Law Governing the 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 has been executed in the English language which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All the reports and communications shall be in the English language.

## 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an Authorized Representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, or facsimile to such Party at the address of the Authorized Representatives specified under Sub-Clause Special Conditions 1.6. A Party may change its address for notice hereunder by giving the other Party notice of such change.

## 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations as mutually agreed by the Parties.

## 1.6 Authorized Representatives

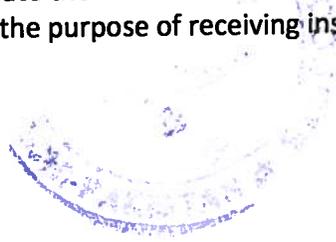
Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants shall be taken or executed by the Authorized Representatives specified in the Special Conditions.

## 1.7 Taxes and Duties

Unless specified in the Special Conditions, the Consultants, Sub-consultants, and their Personnel shall pay such taxes, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## 1.8 Leader of Consortium

In case the Consultants consist of a consortium of more than one entity, the Consultants shall be jointly and severally bound to the Client for fulfillment of the terms of the Contract and designate the Member named in the Special Conditions to act as leader of the consortium, for the purpose of receiving instructions from the Client.



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

### 2.1 Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultants instructing the Consultants to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the Special Conditions have been met.

### 2.2 Termination of Contract for Failure to Become Effective

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as shall be specified in the Special Conditions, either Party may, by not less than twenty eight (28) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party except for the work (if any) already done or costs already incurred by a Party at the request of the other Party.

### 2.3 Commencement of Services

The Consultants shall begin carrying out the Services at the end of such time period after the Effective Date as shall be specified in the Special Conditions.

### 2.4 Expiration of Contract

Unless terminated earlier pursuant to Sub-Clause 2.9, this Contract shall expire when, pursuant to the provisions hereof, the Services have been completed and the payments of remunerations including the direct costs if any, have been made. The Services shall be completed within a period as is specified in the Special Conditions, or such extended time as may be allowed under Sub-Clause 2.6.

The term "Completion of Services" is as specified in the Special Conditions.

### 2.5 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made in writing, which shall be signed by both the Parties.

### 2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

- (a) the Consultants shall inform the Client of the circumstances and probable effects;
- (b) the increase shall be regarded as Additional Services; and
- (c) the Client shall extend the time for Completion of the Services accordingly.

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## 2.7 Force Majeure

### 2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

### 2.7.2 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 in writing not later than fifteen (15) days following the occurrence of such an event.

### 2.7.3 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.

### 2.7.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants 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 purpose of the Services and in reactivating the Services after the end of such period.

## 2.8 Suspension of Payments by the Client

The Client may, by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

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## 2.9 Termination

### 2.9.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Sub-Clause 2.9.1 and sixty (60) days' in the case of the event referred to in paragraph (f):

- (a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing;
- (b) if the Consultants become (or, if the Consultants consist of more than one entity, if any of their Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) if the Consultants fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof;
- (d) if the Consultants submit to the Client a statement which has a material effect on the rights, obligations or interests of the Client and which the Consultants know to be false;
- (e) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (f) If the Client, in its sole discretion, decides to terminate this Contract.

### 2.9.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.9.2:

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;
- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

### 2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to



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bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

#### 2.9.4 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (a) Remuneration and reimbursable direct costs expenditure pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination. Effective date of termination for purposes of this Sub-Clause means the date when the prescribed notice period would expire;
- (b) except in the case of termination pursuant to paragraphs (a) through (d) of Sub-Clause 2.9.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel, according to Consultants Traveling Allowance Rules.

In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination; the respective remunerations shall be proportioned.

#### 2.9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (e) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 3. OBLIGATIONS OF THE CONSULTANTS

#### 3.1 General

The Consultants shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub consultants of third parties.

#### 3.2 Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants 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 Consultants 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 remuneration.



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### 3.3 Confidentiality

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### 3.4 Liability of the Consultants

The Consultants are liable for the consequence of errors and omissions on their part or on the part of their employees in so far as the design of the Project is concerned to the extent and with the limitations as mentioned herein below.

If the Client suffers any losses or damages as a result of proven faults, errors or omissions in the design of a project, the Consultants shall make good such losses or damages, subject to the conditions that the maximum liability as aforesaid shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of the Contract.

The liability of the Consultants expires after one (1) year from the stipulated date of completion of construction or after three (3) years from the date of final completion of the design whichever is earlier.

The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring such cover shall be borne by the Consultants up to a limit of one percent of the total remuneration of the Consultants for the design phase for every year of keeping such cover effective.

The Consultants shall, at the request of the Client, indemnify the Client against any or all risks arising out of the furnishing of professional services by the Consultants to the Client, not covered by the provisions contained in the first para above and exceeding the limits set forth in second para above provided the actual cost of procuring such indemnity as well as costs exceeding the limits set forth in fourth para above shall be borne by the Client.

### 3.5 Other Insurance to be Taken out by the Consultants

The Consultants (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 Client, insurance against the risks, and for the coverage, as are specified in the Special Conditions; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

### 3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) Appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Sub-consultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall

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remain fully liable for the performance of the Services by the Sub-consultants and its Personnel pursuant to this Contract;

(c) any other action that may be specified in the Special Conditions.

### 3.7 Reporting Obligations

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

### 3.8 Documents Prepared by the Consultants to be the Property of the Client

All plans, drawings, specifications, reports, and other documents and software prepared by the Consultants in accordance with Sub-Clause 3.7 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver (if not already delivered) all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software.

Restriction(s) about the future use of these documents is specified in the Special Conditions.

### 3.9 Equipment and Materials Furnished by the Client

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided exclusively for this purpose by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions or afford salvage value of the same. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

### 3.10 Accounting, Inspection and Auditing

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges, and cost, and the basis thereof, and (ii) shall permit the Client or its designated representatives periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.



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## 4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

### 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel and Sub-consultants listed by title and/or by name, as the case may be, in Appendix C are deemed to be approved by the Client.

### 4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications;
- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

### 4.3 Approval of Personnel

The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix - C are deemed to be approved by the Client. In respect of other key Personnel which the Consultants propose to use in carrying out of the Services, the Consultants shall submit to the Client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within fourteen (14) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

### 4.4 Working Hours, Leave, Overtime, etc.

Except for the staff covered under reimbursable direct costs expenditure, the Consultants' remuneration given in Appendix D and Appendix E shall be deemed to cover paid casual leave, sick leave and earned leave. The Client will reimburse overtime payments to eligible Personnel provided by the Consultants, in respect of support staff and work charged staff. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services. Such leave taking of the Authorized Representative of the Consultants at site, if any, shall be preceded by the Client informed in writing.

### 4.5 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it

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becomes necessary to replace any of the Key Personnel, the Consultants shall provide as a replacement a person of equivalent or better qualifications.

- (b) If the Client, (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefore, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under sub-Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as result of such replacement, shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the personnel provided as a replacement shall not exceed the remuneration which would have been payable of the Personnel replaced.

## 5. OBLIGATIONS OF THE CLIENT

### 5.1 Assistance, Coordination and Approvals

#### 5.1.1 Assistance

The Client shall use its best efforts to ensure that the Client shall:

- (a) provide at no cost to the Consultants, Sub-consultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Sub-consultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the Special Conditions;
- (b) Assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organizations. Such items unless paid for by the Consultants without reimbursement by the Client, shall be returned by the Consultants upon completion of the Services under this Contact;
- (c) issue to officials, agents and representatives of the concerned organizations, all such instructions as may be necessary or appropriate for prompt and effective implementation of the Services;
- (d) assist to obtain permits which may be required for right-of-way, entry upon the lands and properties for the purposes of this Contract;
- (e) provide to the Consultants, Sub-consultants, and Personnel any such other assistance and exemptions as may be specified in the Special Conditions.

#### 5.1.2 Co-ordination

The Client shall:

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- (a) Co-ordinate and get or expedite any necessary approval and clearances relating to the work from any Government or Semi-Government Agency, Department or Authority, and other concerned organization named in the Special Conditions.
- (b) Co-ordinate with any other consultants employed by him.

### 5.1.3 Approvals

The Client shall accord approval of the documents within such time as specified in the Special Conditions, whenever these are applied for by the Consultants.

### 5.2 Access to Land

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

### 5.3 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law which increases or decreases the cost of the Services rendered by the Consultants, then the remunerations and direct costs otherwise payable to the Consultants under this Contract shall be increased or decreased accordingly, and corresponding adjustment shall be made to the amounts referred to in Sub-Clause 6.2 (a) or (b), as the case may be.

### 5.4 Services and Facilities

The Client shall make available to the Consultants, Sub-consultants and the Personnel, for the purpose of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on; (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services; (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources; and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause 6 hereinafter.

### 5.5 Payments

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause 6 of this Contract.

### 5.6 Counterpart Personnel

- (a) If so provided in Appendix F hereto, the Client shall make available to the Consultants, as and when provided in such Appendix F, and free of charge, such counterpart personnel to be selected by the Client with the Consultants' advice, as shall be specified in such Appendix F, Counter Part Personnel shall work under the exclusive direction of the Consultants. If any member of the counterpart personnel fails to perform adequately and work assigned to such member by the Consultants which is consistent with the position occupied by such member, the Consultants may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

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- (b) If counterpart personnel are not provided by the Client to the Consultants as and when specified in Appendix F the Client and the Consultants shall agree on; (i) how the affected part of the Services shall be carried out; and (ii) the additional payments, if any, to be made by the Client to the Consultants as a result thereof pursuant to Sub-Clause 6.1 (c) hereof.

## 6. PAYMENTS TO THE CONSULTANTS

### 6.1 Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall include all staff costs, incurred by the Consultants in carrying out the Services described in Appendix A. Other reimbursable direct costs expenditure, if any, are specified in the Special Conditions. Except as provided in Sub-Clause 5.3, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.5, 2.6, 5.4 or 6.6.

### 6.2 Contract Price

- (a) Foreign currency payment shall be made in the currency or currencies specified as foreign currency or currencies in the Special Conditions, and local currency payment shall be made in Pakistani Rupees.
- (b) The Special Conditions shall specify the breakup of remuneration to be paid, respectively, in foreign and in local currencies.

### 6.3 Terms and Conditions of Payment

Payment will be made to the account of the Consultants and according to the payment schedule stated in the Special Conditions. Payments shall be made after the conditions listed in the Special Conditions for such payments have been met, and the Consultants have submitted an invoice to the Client specifying the amount due.

### 6.4 Period of Payment

- (a) Advance payment to the Consultants shall be affected within the period specified in the Special Conditions, after signing of the Contract Agreement between the Parties.
- (b) Any other amount due to the Consultants shall be paid by the Client to the Consultants within twenty-eight (28) days in case of local currency and fifty six (56) days in case of foreign currency after the Consultants' invoice has been delivered to the Client.

### 6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, no financing charges shall be paid to the Consultants for each day of delay at the rate specified in the Special Conditions.

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## 6.6 Additional Services

Additional Services means:

- (a) Services as approved by the Client outside the Scope of Services described in Appendix A;
- (b) Services to be performed during the period extended pursuant to Sub-Clause 2.6, beyond the original schedule time for completion of the Services; and
- (c) any re-doing of any part of the Services as a result of Client's instructions.

If, in the opinion of the Client, it is necessary to perform Additional Services during the currency of the Contract for the purpose of the Project, such Additional Services shall be performed with the prior concurrence of both the Parties. The Consultants shall inform the Client of the additional time (if any), and the additional remuneration and reimbursable direct costs expenditure for such Additional Services. If there is no disagreement by the Client within two weeks of this intimation, such additional time, remuneration and reimbursable direct costs expenditure shall be deemed to become part of the Contract. Such remuneration and reimbursable direct costs expenditure shall be determined on the basis of rates provided in Appendices D and E, in case the Additional Services are performed during the scheduled period of the Services, otherwise remuneration for Additional Services shall be determined on the basis of Consultants' billing rates prevailing at the time of performing the Additional Services.

## 6.7 Consultants' Entitlement to Suspend Services

If the Client fails to make the payment of any of the Consultants' invoice (excluding the advance payment), within twenty-eight (28) days after the expiry of the time stated in paragraph (b) of Sub-Clause 6.4, within which payment is to be made, the Consultants may after giving not less than fourteen (14) days' prior notice to the Client, suspend the Services or reduce the rate of carrying out the Services, unless and until the Consultants have received the payment.

This action will not prejudice the Consultants entitlement to financing charges under Sub-Clause 6.5.



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## 7. SETTLEMENT OF DISPUTES

### 7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

### 7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which 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 of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made there under and any statutory modifications thereto.

Services under the Contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or by the Client shall be withheld on account of such proceedings.



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## 8. INTEGRITY PACT

8.1 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 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.



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**SECTION – III**  
**SPECIAL CONDITIONS OF CONTRACT**



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### III. SPECIAL CONDITIONS OF CONTRACT

Amendments and Supplements to, Clauses in the General Conditions (GC) of Contract.

#### 1.1 Definitions

"Project" means CONSULTANCY SERVICES FOR "NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF TALUKA/TOWN WISE PACKAGES, ENGINEERING ESTIMATES & TENDER/BIDDING DOCUMENTS".

Add the following paragraph:

"The Contractor" means the construction firm/company engaged by the Client for the construction of the project.

#### 1.4 Notices

In fourth line insert "Courier", after registered mail. In fifth line, after Clause Special Conditions 1.6, add, "provided that email or facsimile shall be sufficient only if confirmed by delivery in person or registered mail or courier".

#### 1.6 Authorized Representatives

The Authorised Representatives are the following:

##### For the Client:

The PROJECT DIRECTOR,  
PROJECT MANAGEMENT & IMPLEMENTATION UNIT  
EDUCATION & LITERACY DEPARTMENT  
GOVERNMENT OF SINDH,  
3rd Floor, Old KDA Building Sindh Secretariat,  
Karachi, Sindh.  
Telephone: 021-99211180  
E-Mail: \_\_\_\_\_

##### For the Consultants:

Engr. KAMRAN AHMAD  
Chief Executive  
Consult-Tech International  
C-98, KDA Scheme No.1. Karsaz Road  
Karachi 75400.  
Telephone: (021) 34375411-2  
Facsimile: (021) 34169946  
Email: kamran@consult-tech.com

#### 1.7 Taxes

All Taxes prevalent on the date of signing of this Contract are included in the Consultants Remuneration. Any Taxes levied after the date of signing of this Contract shall be paid to the Consultants by the Client as per actual. The income tax shall not be deducted by the Client at the time of payment against consultancy remuneration, if the Consultant provide Income Tax exemption certificate.

In the event that there is a reduction in the Sales Tax percentage by the Board of Revenue the surplus amount available shall be added to the contract amount.

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## 1.8 Lead Consultants of the Consortium

NOT APPLICABLE

## 2.3 Commencement of Services

The commencement date of consultancy services will be within seven (07) days after the date of signing of Contract Agreement.

## 2.4 Expiration of Contract

The period of completion of Services for Services shall be initially for the 01 year (FY 2016/17) and further extended for the said services based on the availability of funds, Government Approval and performance of consultants. The firm is required to stick to the work plan submitted and provide all the Need Verification and Design, Drawing, complete tender document.

"Completion of Services" means completion of each assignment given by PMIU.

### 2.4.1 Schedule of Services

Schedule of Services as per Appendix-A shall be as detailed in Appendix-A-1, A-2

- a) Need verification, Design of works & BOQ and Specification & Tender Documents for **Primary School** and preparation of Town/Taluka Wise Packages.
- b) Need verification, Design of works & BOQ and Specification & Tender Documents for **Secondary School** and preparation of Town/Taluka Wise Packages.

## 2.5 Modification

All changes in work proposed by the consultants shall be submitted for approval to Project Director, before commencing such work under this contract. Such submittals shall be in writing and substantiated by drawings and all other data including test reports if required. Changes proposed by the consultants will be allowed only after receipt of Government of Sindh written approval in the form of a variation order.

Work required by Project Director, to be done by the consultants and involving charges and variations from the original work shall be made a formal part of the contract agreement by means of variation order. Each variation order shall be approved by the Project Director, and accepted by the consultants after which it shall become an integral part of the contract document and shall include adequate identification of the contract, brief description of the changes, statement of price change if any, extension of completion time if any and all attachment needed to fully explain the nature of the variation and not involving cumulative change in the total contract price.

## 2.6 Period and Extent of Contract

- a) The Contract is for a period of 12 (Twelve Months ) calendar months and shall be renewed for each further (12) Twelve calendar months with the mutual understanding of both the parties with escalation as submitted in the Bid. The contract may be renewed on mutual understanding for further calendar months.
- b) No other additional payment of extension of time due to changes proposed by consultants will be made unless such changes including price or time extension

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thereof have been authorized in writing by Project Director, PMIU, through the applicable variation order.

### 3.5 Insurance to be taken out by the Consultants

The clause is deleted in its entirety.

### 3.6 Consultants' Actions Requiring Client's Prior Approval

(a) The Consultants shall submit to the Client's to the following for the approval:

- i) Need Verification Report
- ii) Detailed Drawings, Design, BOQ, Tender Documents
- iii) Bill of Quantities / Estimate

### 3.8 Documents Prepared by the Consultants to be the Property of the Client

Add the following:

"The Client and the Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the other Party."

#### 5.1.1 Assistance

Add the following:

- (a) The Client shall make available immediately after issuance of letter of Award, all existing data, information, studies and reports available with Client and other inputs to assist the Consultant in obtaining permits needed to satisfactorily carry out the services and make available relevant project data and reports.

#### 5.1.2 Coordination

Add the following:

- (a) The consultant shall co-ordinate with PMIU, local education department staff for need verification.

### 5.3 Changes in the Applicable Law

The Sub-Clause is deleted in its entirety.

### 5.4 Services and Facilities

As per Appendix F.

### 6.2 Contract Price

The tentative remuneration for Consultancy Services shall be in local currency of Pakistan is Rs. 41,400,000.00 [Forty one million, four hundred thousand only] inclusive of income tax and 15% sales tax based on 3 Regions (Region-I: Karachi; Region-II: Hyderabad; Region VI: Mirpurkhas).

The rates are for the year 2016-17. For the year 2017-18, 10% over and above 2016-17 rates shall apply to the schools' rates.

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Any variation in sales tax after signing of Agreement, the price will be revised for phase-I of Consultancy Services. Any increase in consultancy services remuneration shall be added as per requirement of work of PMIU, Government of Sindh.

### 6.3 Terms and Conditions of Payment

Payments shall be made according to the following schedule:

a) **For Need Verification and Drawing/Design submission Primary School As per Appendix A-1**

- On submission of need Verification Report as per approved format
- Design, BOQ & Tender Documents
- For Design Payment shall be made as per Appendix – A2

b) **For Need Verification and Drawing/Design submission Secondary School As per Appendix A-2**

- On submission of need Verification Report as per approved format
- Design, BOQ & Tender Documents
- For Design Payment shall be made as per Appendix – A2

c) **Additional Services**

The Government of Sindh may award any further technical work to the Consultant the payment for which shall be made as per Appendix - A2 and where applicable according to nature of work.

### 6.4 Period of Payment

- a) The time period for first payment shall be one (1) week from the date of issuance of letter of award.
- b) All other payments shall be made to the Consultants within Seven (7) working days of submission of invoice.

### 7.2 Dispute Consultants

Venue of arbitration shall be Karachi and the courts located in Karachi shall have jurisdiction in the matter.

### 7.3 Sub-Consultants

The consultants may appoint sub consultants in accordance with clause 77 of SPPRA Rules 2010 after obtaining approval of PMIU, Government of Sindh.

Before entering into any sub contract for consultancy services the consultants shall submit names and address of such consultants to the client for approval. The consultants will remain fully responsible for all works called for under this contract whether or not the said work is sub contracted. The consultants shall fully inform their sub-consultants of the terms and scope of this contract and shall make available to them all Contract Documents affecting their work. Project Director PMIU, Government of Sindh, will not communicate directly with any sub consultant nor make any direct payment to sub-consultants. All communications will be between client and the consultant.

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All operations necessary for execution of consultancy work and other works are to be carried out so as not to interface unnecessarily or improperly with the public convenience e.g. use and occupation of public or private road and footpaths and/or properties whether in possession of the client or other persons, and the consultants shall save harmless and indemnify Project Director PMIU, Government of Sindh, in respect of all claims, actions or suits arising out of or in relation to any such matters.

#### 7.4 Work Schedule

The consultant shall prepare for Project Director PMIU, Government of Sindh, approval of a work schedule / plan including detailed information in narrative form and with bar diagram as applicable to contract for inclusion in the contract agreement. The work plan shall indicate date of start and finish of each activity, preparation of report etc.

#### 7.5 Progress Report

On completion of each work as specified, the consultants shall furnish progress report with the following information.

- (a) Need Verification Report
- (b) Design, Drawings and Tender Documents in addition to
- (c) Progress of activity on items achieved since the last report with narration.
- (d) Total progress achieved in percentage.
- (e) Changes in Work plan.
- (f) Reasons of delay if any.

#### 7.6 Work Review Meeting.

Work review meetings will be held from time to time during the currency of the work. Officials of the consultant and Project Director PMIU, Government of Sindh, will attend the meeting. The representative of the consultants shall always be available to present the work for review. The orders and instruction given in the meetings shall be fully complied with and the same incorporated in the work.

#### 7.7 PMIU Staff Assigned to the Consultants

1. The Consultants shall coordinate with Government of Sindh staff to achieve the desired work.



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**SECTION – IV**  
**DESCRIPTION OF THE SERVICES**



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## DESCRIPTION OF THE SERVICES

### TERM OF REFERENCE FOR NEED VERIFICATION, DETAILED BUILDING ARCHITECTURAL, ENGINEERING & UTILITY DESIGN, ENGINEERING ESTIMATES (DESIGN CALCULATIONS), TALUKA/TOWN WISE PACKAGES & TENDER/ BIDDING DOCUMENTS.

#### 1. BACKGROUND OF ASSIGNMENT

The Sindh government school system is very extensive, comprising of about 49,000 schools with a reported enrollment of 3.65 million students from grades 1 to 12 and having 148,000 teachers (Annual School Census data 2011/12). In 49,000 schools, more than 91% functional government schools are primary schools i-e; (grades 1-5) and in which 72% primary schools have only one or two teachers. Roughly, 20% of these schools have reported a less count of enrollment i-e; (less than 25 students), and 52% have a poor-quality or having no facilities and other essential amenities, SEMIS, 2012. The number of primary schools v/s post primary schools in percentage is (91-09%) including almost 10,000 Shelter less schools, which creates an opportunity gap for the students passing primary school to get enrolled into elementary and secondary classes. The steep decrease in enrollment trend is witnessed. The Net Enrollment Rate (NER) of (Primary level, Middle Level and Matric Level is 61.6, 35.7 and 23.1 respectively).

From the above statistics it is clear that due to shortage of Elementary, Middle, Secondary and Higher Secondary school, the drop out ratio is high after completing the primary education. One of the reasons of drop-off is unavailability or un-accessibility of Middle and Secondary schools within or nearby community. The Sindh Education Management Information System (SEMIS) 2012 data analysis shows that only 55% of schools have toilets, 48% schools have water connections or ground water bores available and only 40% schools have supply of electricity connections. The infrastructure mostly built is Load Bearing and Wall Bearing Structures, which are vulnerable and are likely to cause significant damage to life and property in case of any natural disaster. In most of the schools prioritizing for rehabilitation and strengthening the structure of such schools is the need of an hour.

The Sindh Government took the initiative in FY2007/08 with support of World Bank and started Sindh Education Sector Reform Program (SERP), SERP aimed to maximize the gains from any given level of expenditures, inputs and benefits principally by strengthening governance and accountability, the said project was successfully completed.

Now with the support of World Bank again, Sindh government has entered into Second Sindh Education Sector Reform Program (SERP-II). SERP-II is not simply the second phase of SERP, it has drawn lessons from SERP-I implementation which has paved the way for better monitoring and reporting to enhance the effectiveness of the implementation of project. Main emphasis will be on improving the quality of service delivery that hinges on intensifying efforts to strengthen sector governance and accountability. The Sindh government will now (i) continue to carry forward successful governance and accountability initiatives under SERP and (ii) integrate in other complementary governance and accountability initiatives. Recognizing the fact that the program success lies in its implementation integrity and performance, Sindh government now plans to carefully work out specific, pragmatic implementation steps and actions underpinned by strengthened implementation arrangements and coordination.

There is indeed a need of time to optimize the number of schools through consolidation and up-gradation, its functionality through strategic planning, therefore under SERP-II the specific Disbursement Linked Indicator (DLI) has been established for improving the deteriorating condition of schools through School Infrastructure Development (SID), SID has three sub components: (i) Whole School Development, (ii) Up gradation from primary to Elementary and to Secondary Schools and (iii) Schools Consolidation. The objectives of SID will be achieved by Government of Sindh through Districts Term of Partnership (TOP's), which means implementing the contracts through districts management along with the effective monitoring and support of third party consultancy. Civil works will include the following categories

#### 1.1 Whole School Development

In any segment for construction primary, elementary, secondary, shelterless, up-gradation and consolidation the focus will be only to develop with Whole School Development Approach means to provide all missing facilities and minimum infrastructure required in the selected school (Additional Class Rooms and related Infrastructure, all Utilities, Furniture and Fixtures, Play area if area permits, etc to cater the needs of atleast 05years).

With the concept of Whole School Development any missing infrastructure / facility in the selected school may be constructed like Additional Class Rooms and basic missing / lacking facilities (boundary wall, lavatory block / toilet and sanitation, drinking water and electricity etc) to improve the quality of education by providing enabling environment to students.

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Education and literacy Department, GoS intends that with the Civil Works new construction / Rehabilitation provision and revitalization of the basic missing/ lacking facilities are of prime importance.

## 1.2 Up-gradation

Taluka Wise Schools for Up- gradation from Primary to Elementary to Secondary Schools with special focus on girl's education. This strategy is adopted to curtail the wide enrollment gap from Primary to Higher Secondary and to identify infrastructure needs if any, resulted from such Upgradation and provide such missing facilities to meet the SID objectives

## 1.3 School Consolidation

Merging of separate campus schools or compound schools in one school campus, meeting the infrastructure needs if arises due to school consolidation

## 2.0 SCOPE OF SERVICES FOR TERM OF PARTNERSHIP (School Infrastructure Development / Term of Partnership) SID / TOP

The project is of 01 year; the services will be engaged initially for 01 year and may be extended for further period if the project extended and based on the satisfactory performance of the consultants.

### 2.1 Services Required at Regional Level

- i. Conduct review/certification of identified districts' of Sindh and infrastructure need assessments through field survey of the schools preliminary identified by PMIU/Districts;
- ii. Develop school specific detailed designs (Architectural, Structural, Electrical, Plumbing including external development) which would be aligned with the Environmental & Social Management Framework (ESMF-II) and others standards followed by Government of Sindh. (The ESMF-II document is available at the RSU website <http://www.rsu-sindh.gov.pk/>)
- iii. The consultant will provide all necessary technical support and assistance to PMIU in the process of design development, preparation of TALUKA/TOWN WISE PACKAGES documents/tender packages, standard bidding documents and preparation of procurement plans as per agreed timelines.

The consultancy service is required for identified regions in Sindh (whole Sindh categorized in 06 regions), and the works are expected to commence concurrently. As approximate 150 ± 50 schools (100 Primary and 50 Middle/Secondary and Higher Secondary schools) will be selected yearly in each region for infrastructure improvement and providing the basic standard facilities, the number of schools may vary depend on the availability of funds each year. The PMIU will award contract at Taluka basis, and each district is expected to have on an average 5 to 6 number of contracts (subject to the number of Towns/Talukas in a district).

## 3.0 DETAILED SCOPE OF SERVICES REQUIRED FROM THE CONSULTANT

The terms of reference are detailed hereunder:

### 3.1 Review / Certification of Districts' Need Assessment.

- i. Conduct the coordination meeting with Client and work out the methodology to perform the Need Assessment exercise as per the criteria acceptable to the client and donor agency World Bank.
- ii. The client will provide the District wise list of potential schools including the SEMIS code. In some cases there may be more than 01 SEMIS code provided in same premises school, hence the need assessment of all buildings available in the premises with different SEMIS Code will be performed and discussion will be held with client before initiation of planning and design of such schools.
- iii. During the need assessment exercise the consultant shall intimate to client at early stage about the non-viability (low enrollments, availability of nearby schools, low lying area, land unsuitable for investment, school in brackish water zone, no wastewater disposal

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option or any other social and technical reason) to drop the school at early stage before entering into further design work.

- iv. The consultant shall also intimate to client at early stage in case the plot size having no future expansion possibility and not feasible for investment. In such situations where necessary the consultant will identify new nearby plot for such situations and for shelterless school, and client will provide all possible support through District Management to transfer the plot in the name of School.
- v. In case the school is in hazard prone area it may be relocated in areas without any natural calamity disaster risks. It is the responsibility of consultant to check the technical/financial viability of the identified/proposed location in such cases.
- vi. The school identified after the first screening (part i to part v) means only viable/feasible schools will further be planned and designed. The client will pay the consultancy fee for only viable schools.
- vii. Conduct field survey of the viable school sites as per approved methodology for verification/certification of need assessment (prepare need assessment report including line plan which includes schools total available area/ covered area, available infrastructure condition and type, lacking/missing facilities, water source (Surface or ground water dependent), electricity connection (legal/illegal connection, metered or other and provision of wastewater disposal) etc.
- viii. Need Assessment Survey will be conducted on a prescribed format agreed with the client, for survey work. Smart phone technology will be used and monitoring software will develop specifically for this purpose, the software will display the GPS coordinates and other general details of the survey. All survey information will be accumulated in the database at consultant Head Office. For the purpose of displaying survey information and details of the survey results, an interactive website interface with Google Earth (GPRS) and smart phones will also develop for demonstration to project stakeholders and other record purposes.

### 3.2 Design (Architectural Structural, MEP) support.

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

#### 3.2.1 Client's support to the consulting firm

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

- a) Hazards mapping report prepared by Government of Sindh with the assistance of World Bank to adopt different design methodologies to resist natural calamity in any unfortunate condition
- b) Government of Sindh has carried out analysis of 1000 water samples picked from Schools covering all districts of Sindh. Based on the contamination level 15 pilot projects for Water Filtration Units are designed which will be implemented in Schools.
- c) Survey of 400 schools for structure inspection has been carried out, the findings and recommendation on design, use of material and workman ship has been provided in School Sitting guidelines manual. The manual shall be used for site specific architectural and structure designing of schools.
- d) Survey for alternate source of power being conducted and 15 pilot projects for alternate source of power (photovoltaic) are designed and piloted which shall be adopted for Schools where necessary.
- e) The above mentioned works are completed by the Client and to be used in site specific design of Schools

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### 3.3. Design Services:

- i. Evaluate the guidelines/procedures (if any) for selection of existing school site , and architectural and structural design criteria in use in each district, with reference to structural safety standards and identify safety risks involved in view of natural calamities; Structure of the schools will be designed based on the hazards mapping report. The earthquake, flood and cyclone prone areas will be designed with structure safety.
- ii. Suggest amendments and / or develop the site selection guidelines and design criteria fulfilling the safety standards.
- iii. The consultant will prepare a conceptual Architectural Plan for Primary and Middle/Secondary & Higher Secondary Schools and the selected/approved school design features will be used to prepare the site specific Architecture plans.
- iv. The school site specific designs includes (detailed architectural, structural, MEP design, external development, water supply, wastewater disposal with engineer's cost estimates), design school building on preliminary soil assessment and based on the technical experience and put the responsibility on contractors for conformity test.
- v. For rehabilitation works, the facilities like , additional class rooms; missing / lacking facilities like water filtration facility, toilets, boundary wall, other infrastructure and utilities and renovation of existing buildings will be considered. units, alternate electricity unit, toilets and its disposal facility etc for each district.
- vi. The designs prepared shall be cost effective and shall meet structural safety standards for minimizing natural disasters risks (seismic, floods, heavy rains/winds, water logging and salinity, etc)
- vii. The consultant will develop indigenous designs using local available construction materials in efficient manner and meet the design standards.
- viii. Prepare Taluka Wise package, prepare engineering estimates, Measurement Sheets, Bill of Quantities, of schools fall in specific Taluka and prepare TALUKA/TOWN WISE PACKAGES accordingly. During the Technical sanction of Engineering Estimates by the relevant department, any information required and query raised by Department shall be responded by the Design Consultant.
- ix. The design team of consultant will includes the following professionals Region Wise
  - a. Team Leader (Masters in relevant field & Bachelors in Civil Engineering with 15 years of experience in managing diversified project designs).
  - b. Senior Architect (01 NO), (Masters and Bachelors in Architecture with 15 years of relevant experience)
  - c. Architect (01 NO), (Masters and Bachelors in Architecture with 07 years of relevant experience)
  - d. Senior Educationist (01NO), (Masters in Education and relevant field experience of 07 years in planning and social assessment survey.
  - e. Senior Structural Engineer (01 NO), (Masters in Structure Engineering and BE in Civil Engineering with 15 years of design experience of similar nature projects),
  - f. Environmental Engineer (01 NO), (MS Environmental Engineering with BE Civil Engineering with 07 years of experience in designing building utilities),
  - g. Utility Design (02 NOs) (MS in relevant field and BE Civil / Urban Engineering with 10 years of experience in designing external and internal utilities,
  - h. Contract Engineer (01 NO) (Masters / MBA with BE Civil with atleast 10 years of experience and familiar with SPPRA, FIDIC and PEC guidelines).
  - i. Electrical Engineers (02 NOs) (Masters and BE in Electrical Engineering with atleast 10 years of building electrical design experience)
  - j. Survey Engineers (Bachelors in Civil Engineering with atleast 07 years of experience in Building Works)
  - k. Quantity Surveyors and CAD Operators (relevant experience more than 05 years)

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

The consultant is required to:

- i. Prepare Taluka Wise TALUKA/TOWN WISE PACKAGES/Tender Packages.
- ii. Prepare the Procurement Plan for each Taluka for the engagement of contracts. The contractors will be hired through PMIU and the design consultant will provide all possible

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support to PMIU to prepare necessary documents like engineering estimates, Bill of Quantities, Measurement Sheets etc for each TALUKA/TOWN WISE PACKAGES-1/Tender Package, Standard Bidding Document and handover the same to PMIU to initiate procurement process.

- iii. Prepare a sample bidding document(s) for civil works / goods complete in all respects to be used as template and take approval from PMIU to replicate the same in entire Sindh, with specific focus on pre-qualification criteria, optimizing quality and market mechanics, specifications, etc. Taluka wise tender/bidding documents shall be prepared by consultants as per the template approved.
- iv. Develop Taluka based tender documents including engineering estimates, Bill of Quantities detail work drawings, specifications, and condition of contracts as per upto date SPPRA guidelines
- v. In case of civil and electrical contracts are required separately, it is to be considered that concealed wiring is only acceptable to the client. Alternate power supply system other than grid power if available and appropriate may be taken into consideration for schools. Review guidelines prepared by client under ESMF-II implementation for providing the alternate power supply to school buildings where applicable.

### 3.5 Environmental Management Services to the Client

The consultant need to hire necessary staff as mentioned in table-3 to carry out the duties related to implementation of ESMF-II (ESMF-II document available at RSU Website).

The Environmental and Social Management framework outlines the implementation of Water Filtration Units and use of Alternate Source of Power in off grid schools and many other indicators to uplift the school indoor environment.

The Environmental Engineer will assist the Design, Tender/Bidding documents to comply the implementation targets set in the ESMF document. The following key works shall be monitored

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

### 3.6 Standardization of School Furniture Procurement

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

#### Terms of Reference

- a. Identify the need of furniture in schools. This task shall be done during the need verification exercise.

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

### 3.7 Procurement Support to PMIU – Document Preparation

- i. During the vetting, the following indicators will be used:-
  - Packages should be at talukas based and should not be more than the permissible limit of Rs. 50.00 Million for each talukas. In case of allocation of talukas more than Rs 50.0 Million more than 01 Packages shall be prepared.
  - The Developed Packages shall include (i) Construction Cost of all identified schools in specific Taluka's including electrical and plumbing works (ii) Cost of proposed water treatment units and alternate/renewable energy designed units in identified schools, &
  - Separate packages for (Revenue component shall be only 15% of the total amount) including the furniture and fixtures to be procured in identified schools.
  - Only those schools or facilities are included in the Packages which have approved by the Consultant in consultation with client through Need verification exercise.
  - Quantities of furniture and allied facilities should be match with the facilities provided under civil works. .
  - Items rates are as per with the prevailing Schedule of Rates and market rates where applicable.
- ii. Once the process of preparation of Packages is completed and their subsequent administrative approval from the Competent Authority being taken. Process of vetting for SBDs along with draft IFB (NIT) will be taken in hand.
- iii. Importance will be given during the vetting to confirm that all the following mandatory sections are part and parcel of SBDs.
  - Conditions of Contract (Fixed)
  - Bidding Data
  - Contract Data
  - Post Qualification Information
  - Drawings & Specifications
  - Bill of Quantities
- iv. The consultants will also ensure that high quality standards are maintained. The first step would be to ensure that good quality material preferably from quality assured vendors is procured.

### 3.8 Maintenance of all project data / documents.

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

### 3.9 Capacity Building

The Consultant shall perform the following tasks for PMIU and Construction Supervision Staff where required:

- i. Workshops participation / training for PMIU staff at National Level and International Conference
- ii. Create awareness and vision for understanding of the design drawings and specification prepared by the Consultant.
  - Capacity building workshops for PMIU staff where necessary
  - Motivate & create awareness to adopt rules of SPRRA for Bidding Process.
- iii. For the implementation of ESMF-II, consultant will arrange consultative workshops at District Level or regional level for Project Management Staff including Project Manager, RE's, AREs, Assistant Engineers, District Education Team about the design of Buildings proposed, construction supervision mechanism, Water Filtration Units, Alternate Energy Sources and Safe Disposal of Liquid and Solid Waste Management and Environmental Safety Measures to be adopted during construction. The workshop also provides information regarding the Guidelines developed by ESMF-II consultant regarding structure safety, efforts to be taken to during any

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unfortunate natural calamity etc and discussion over the checklist prepared by consultant for the implementation of ESMF-II.

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

Sr. No.	EXPERT POSITION	QUALIFICATION & EXPERIENCE
1.	Project Manager/Team Leader	Masters in relevant field & Bachelors in Civil Engineering with experience in managing diversified project designs Project Manager shall ideally have 15 years of Development Sector / Social Sector experience and hands on knowledge for Project Planning, Procurement and Contract Management, Human Resource Management, Conflict Management, Good communication Skills.)
2	Senior Architects	Master & Bachelors in Architectural Building Planning& Design with 15 years of Experience, including the experience of educational buildings, school buildings, hand-on knowledge to prepare environmental friendly designs by utilizing indigenous materials and using agro-ecological zoning of Sindh.
3	Senior Educationist	Masters in Education and relevant field and atleast 07 years of experience in Planning and Social Assessment
3	Architects	Bachelors in Architectural Building Planning& Design with atleast 07 years of Experience, including the similar experience.
4.	Structure Design Engineers	Civil Engineer along with Masters degree in Structures is required, registered with PEC as Structure Engineer, having 15 years of experience in building designs, familiar with local building codes, seismic analysis, earthquake zoning of Sindh and able to prepare safe and sound designs that will meet the climatically and geographical hazards
5.	Senior Environmental Specialist (Design Engineer)	MS Environmental Engineering with BE Civil Engineering with 07 years of experience in designing building utilities , having hand-on knowledge of available local resources to purify the contaminated water and about alternate and renewable energy systems.
6	Electrical Engineer	Masters and BE in Electrical Engineering with atleast 10 years of building electrical design experience
7	Utility Design Engineer	MS in relevant field and BE Civil / Urban Engineering with 10 years of experience in designing external and internal utilities
8	Contract Engineer	Masters / MBA with BE Civil with atleast 10 years of experience and familiar with SPPRA, FIDIC and PEC guidelines or similar job experience, possess the hand on knowledge of Government Procurement rules and systems SPPRA-2010, and well aware of PEC's & FIDIC guidelines.
9	Survey Engineers	Bachelors in Civil Engineering with atleast 07 years of experience in Building Works
10	Junior Design Engineers (Structure, Environment etc)	Bachelors in Civil Engineering with atleast 03 years of experience in Building Works
11	Field Data Coordinator	Bachelors in Civil Engineering with atleast 05 years of experience in Building Works
12	Quantity Surveyors and	BE Civil or DAE in Civil technology with relevant +03 years of experience of quantities estimation, developing BOQ's, engineering estimates, checking and verifying of bill payments and measurements at site.
13	CAD Operators	DAE in Civil Engineering with relevant 05 years of experience of drafting structure designs, building layouts and water supply & drainage systems
14	Site Surveyors	Minimum Qualification DAE (Civil) with 03 years of similar experience. In case BE Civil is available 02 years of experience is required. Need verification exercise at District/Taluka level, approx 30 schools list at each district provided to consultants by PMIU for need verification exercise. Consultant may complete the exercise by using SMART Technologies by physical survey and report to PMIU. PMIU will further prioritize the schools based on the availability of funds. It is estimated that 150 ± 50 schools may be finalized and provided to the design team for further actions for one region.
15	Other	Consultant may propose positions to handle and deliver the assignment on time. Support staff requirement shall be provided separately.

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## SCHOOL WISE DELIVERABLES/ SUBMISSIONS

1. Need Assessment Report
  - a. Line plan of entire school premises
  - b. Existing state of infrastructure and its type
  - c. Existing situation of utilities (Water Supply, Sewerage/drainage and Electricity)
  - d. List of Required infrastructure based on social and technical assessment
  - e. Rough Cost Estimates of required infrastructure
2. Engineering Drawings
  - a. Contour Map of School covering entire premises and provided outside levels atleast the nearby road levels, invert levels of drains, etc.
  - b. Detailed Architectural drawings
  - c. Detailed Structure Design and Drawings
  - d. Detailed Mechanical, Electrical, Plumbing Design and Drawings
  - e. External Development Design and Drawings
3. Engineering Estimates, Measurement Sheets & Construction Drawings
4. Bidding Document & any other document required by Client



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# SECTION – V APPENDICES



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**APPENDIX-A**

**DETAILS OF CONSULTANCY ASSIGNMENTS**

**1. Need verification, Design Drawing and Tender Bidding Documents for Primary School**

**APPENDIX-A1**

**2. Need verification, Design Drawing and Tender Bidding Documents for Secondary School**

**APPENDIX-A2**



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## APPENDIX-A1

### Need verification, Design Drawing and Tender Bidding Documents for Primary School

School	Region-I	Region-II	Region-VI
Primary School (03-12 Rooms) Need Verification including Contour Mapping, Detailed Architectural and Structural and Utility Design, Preparation of Tender Documents	Rs. 80,000	Rs. 80,000	Rs. 80,000

Note: The above price is inclusive of Income Tax  
The rates are for the year 2016-17. For the year 2017-18, 10% over and above 2016-17 rates shall apply to the schools' rates.

### BREAKDOWN OF EXPENSES OF ONE TYPICAL REGION

Typical One Region Only	Description	Unit (Number of Schools per Region)	Unit Cost for 01 School (Rs.)	Quantity	Amount (Rs.)
Primary Schools	Need Verification	Each means for 100 schools	50,000	100	5,000,000
	Architecture, Structure, MEP Drawings	Each means for 100 schools	20,000	100	2,000,000
	External Development Drawings	Each means for 100 schools	4,000	100	400,000
	Engineering Estimates, BOQ, Tender Documents and Specifications other	Each means for 100 schools	6,000	100	600,000
Middle/Secondary & Higher Secondary Schools	Need Verification	Each means for 50 schools	50,000	50	2,500,000
	Architecture, Structure, MEP Drawings	Each means for 50 schools	20,000	50	1,000,000
	External Development Drawings	Each means for 50 schools	4,000	50	200,000
	Engineering Estimates, BOQ, Tender Documents and Specifications other	Each means for 50 schools	6,000	50	300,000
					Rs. 12,000,000

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## APPENDIX-A2

### Need verification, Design Drawing and Tender Bidding Documents for Secondary School

School	Region-I	Region-II	Region-VI
<b>Secondary School (Upto 35 Rooms)</b> Need Verification including Contour Mapping, Detailed Architectural and Structural and Utility Design, Preparation of Tender Documents	Rs. 80,000	Rs. 80,000	Rs. 80,000

Note: The above price is inclusive of Income Tax  
The rates are for the year 2016-17. For the year 2017-18, 10% over and above 2016-17 rates shall apply to the schools' rates.

### BREAKDOWN OF EXPENSES OF ONE TYPICAL REGION

Typical One Region Only	Description	Unit (Number of Schools per Region)	Unit Cost for 01 School (Rs.)	Quantity	Amount (Rs.)
Primary Schools	Need Verification	Each means for 100 schools	50,000	100	5,000,000
	Architecture, Structure, MEP Drawings	Each means for 100 schools	20,000	100	2,000,000
	External Development Drawings	Each means for 100 schools	4,000	100	400,000
	Engineering Estimates, BOQ, Tender Documents and Specifications other	Each means for 100 schools	6,000	100	600,000
Middle/Secondary & Higher Secondary Schools	Need Verification	Each means for 50 schools	50,000	50	2,500,000
	Architecture, Structure, MEP Drawings	Each means for 50 schools	20,000	50	1,000,000
	External Development Drawings	Each means for 50 schools	4,000	50	200,000
	Engineering Estimates, BOQ, Tender Documents and Specifications other	Each means for 50 schools	6,000	50	300,000
				<b>Rs.</b>	<b>12,000,000</b>

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**FORM FIN-2: SUMMARY OF COSTS REGION-WISE**

ITEM	COSTS		Total Bid Price (Rs.)
	Indicate Local Currency inclusive of Income Tax (10%)	Sales Tax at 15%	
Total Costs of Financial Proposal (Region I - Karachi) Quote for 100 Primary Schools + 50 Middle/ Secondary & Higher Secondary School	12,000,000	1,800,000	13,800,000
Total Costs of Financial Proposal (Region II - Hyderabad) Quote for 100 Primary Schools + 50 Middle/ Secondary & Higher Secondary School	12,000,000	1,800,000	13,800,000
Total Costs of Financial Proposal (Region III - Benazirabad) Quote for 100 Primary Schools + 50 Middle/ Secondary & Higher Secondary	12,000,000	1,800,000	13,800,000
Total Costs of Financial Proposal (Region IV - Larkana) Quote for 100 Primary Schools + 50 Middle/ Secondary & Higher Secondary	12,000,000	1,800,000	13,800,000
Total Costs of Financial Proposal (Region V - Sukkur) Quote for 100 Primary Schools + 50 Middle/ Secondary & Higher Secondary	12,000,000	1,800,000	13,800,000
Total Costs of Financial Proposal (Region VI - Mirpurkhas) Quote for 100 Primary Schools + 50 Middle/ Secondary & Higher Secondary	12,000,000	1,800,000	13,800,000

<b>Region I + Region II + Region VI</b>	13,800,000 x 3 Regions = Rs.	<b>41,400,000</b>
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**NOTE:**

The above rates are for the year 2016-17

For the year 2017-18, 10% over and above 2016-17 rates shall apply

In case of any increase/ decrease in sales tax after signing of the Agreement, the amount shall be adjusted accordingly.



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**FORM FIN-3: BREAKDOWN OF COSTS BY ACTIVITY REGION-WISE**

Group of Activities (Phase)	Description					
COST COMPONENT	Cost (Rs.)					
	REGION I	REGION II	REGION III	REGION IV	REGION V	REGION VI
<b>01 Primary School (03-12 Rooms) Need Verification including Contour Mapping, Detailed Architectural and Structural and Utility Design, Preparation of Tender Documents</b>	80,000	80,000	80,000	80,000	80,000	80,000
<b>01 Secondary School ( Upto 35 Rooms) Need Verification, Contour Mapping, Detailed Architectural, Structure and Utility Design. Preparation of Tender Documents</b>	80,000	80,000	80,000	80,000	80,000	80,000

Note: The above price is inclusive of Income Tax



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**FORM FIN-6: BREAKDOWN OF EXPENSES ONE TYPICAL REGION**

Typical One Region Only	Description	Unit (Number of Schools per Region)	Unit Cost for 01 School (Rs.)	Quantity	Amount (Rs.)
<b>Primary Schools</b>	Need Verification	Each means for 100 schools	50,000	100	5,000,000
	Architecture, Structure, MEP Drawings	Each means for 100 schools	20,000	100	2,000,000
	External Development Drawings	Each means for 100 schools	4,000	100	400,000
	Engineering Estimates, BOQ, Tender Documents and Specifications other	Each means for 100 schools	6,000	100	600,000
<b>Middle/Secondary &amp; Higher Secondary Schools</b>	Need Verification	Each means for 50 schools	50,000	50	2,500,000
	Architecture, Structure, MEP Drawings	Each means for 50 schools	20,000	50	1,000,000
	External Development Drawings	Each means for 50 schools	4,000	50	200,000
	Engineering Estimates, BOQ, Tender Documents and Specifications other	Each means for 50 schools	6,000	50	300,000
<b>Rs.</b>					<b>12,000,000</b>



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

No.	Description	Unit	Unit Cost (Rs.)
1	HR Cost	LS	28,000
2	Communication	LS	12,000
3	Accommodation	LS	7,000
4	Equipment	LS	3,000
		Total (Rs.)	50,000



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**APPENDIX-B**  
**WORK / PROGRAMME SCHEDULE**



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## WORK SCHEDULE

**NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE, ENGINEERING & UTILITY DESIGN, ENGINEERING ESTIMATES & TENDER BIDDING/ DOCUMENTS, PREPARATION OF TALUKA/TOWN WISE PACKAGES (50 Schools Batch)**

S.No.	ACTIVITY	DESIGN PHASE (50 Schools Batch)							
		TIME IN WEEKS							
		1	2	3	4	5	6	7	8
1	Meeting with the Client - Understanding and Re-Affirmation of Client Objectives	■							
2	Inception Report (Finalization of Need Assessment Form and List of Schools)	■							
3	Ae-built Survey of 50 schools		■	■	■	■	■		
4	Need Assessment Survey and Report for every 50 schools		■	■	■	■	■		
5	Approval of Need Assessment Survey and Report by the Client		■	■	■	■	■	■	
6	Architecture, Structure and Utility Design		■	■	■	■	■	■	
7	Approval of Architecture Plans by the Client		■	■	■	■	■	■	
8	Preparation of Tender/Bid Documents & Cost Estimates			■	■	■	■	■	
9	Approval of Tender/ Bid Documents and Cost Estimates by the Client (For 3 sample schools)			■	■	■	■	■	
10	Delivery of Tender Documents including drawings, Contract Conditions, Specs. & BOQs (50 schools batch)			■	■	■	■	■	●
11	Review and Compliance of ESMF Guidelines		■	■	■	■	■	■	
12	Standardization of School Furniture			■	■	■	■	■	

NOTE: DISTRICT WISE SCHEDULE SHALL BE SUBMITTED AFTER THE ASSIGNMENT OF A REGION

Activity  
 Activity Intermittent



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**APPENDIX-C**  
**KEY PERSONNEL AND SUB-CONSULTANTS**



*Neelan*

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**APPENDIX-C**

**Key Personnel**

S.No	Name	Position
1	Kamran Ahmad	Team Leader/ Project Manager
2	Imran Ahmad Khan	Project Coordinator



*Rehan*

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**APPENDIX-D**

**REMUNERATION BREAKDOWN OF CONTRACT PRICE IN  
LOCAL CURRENCY**



*Rehan*

**PROJECT DIRECTOR  
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APPENDIX-D

REMUNERATION BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

DESCRIPTION	AMOUNT (Rs.)
Consultancy Services for Need Verification, Detailed Architectural Engineering & Utility Design, Engineering Estimates & Tender Bidding/ Documents, Preparation of Taluka/Town Wise Packages for 3 Regions: <i>Region-I: Karachi</i> <i>Region-II: Hyderabad;</i> <i>Region-VI: Mirpurkhas</i>	Rs. 41,400,000.00
<b>Total</b>	<b>Rs. 41,400,000.00</b>

In Words:

*Forty one million, four hundred thousand only*  
Inclusive income tax and 15% sales tax



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**APPENDIX-E**  
**REIMBURSABLE DIRECT COSTS**



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**APPENDIX-E**

**NOT APPLICABLE**



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**APPENDIX-F**

**SERVICES AND FACILITIES TO BE PROVIDED BY THE  
CLIENT**



*Neeraj*

**PROJECT DIRECTOR**  
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Government of Sindh



## APPENDIX-F

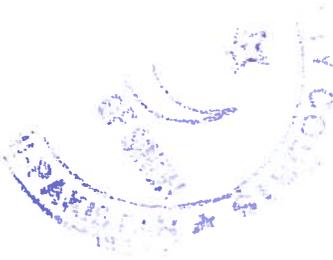
### SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

The Client shall make available to the Consultants for the purpose of services and free of any charge, the services, facilities and property, at the times and manner specified as below:

- a) Client shall provide all data and field coordination to the Consultant, including initial need assessment survey carried out by the Client.
- b) Access to the site/schools
- c) Identification/ approval of schools
- d) Assist in collection of data from concerned departments
- e) Space in school for setting up temporary office for few days for the works

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**APPENDIX-G**  
**INTEGRITY PACT**

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**PROJECT DIRECTOR**  
**PMIU (SERP II)**  
**Education & Literacy Department**  
**Government of Sindh**



## INTEGRITY PACT

### Invitation to Firms

1. The Government of Pakistan (GOP) is committed to fight corruption in public contracting. As a part of this program, PD, PMIU has reviewed its arrangements for the letting and implementation of contracts against criteria of transparency and accountability.
2. In an effort to limit the scope for abuse, PD, PMIU is introducing new procedures, which PD, PMIU is sure your company will wish to support. The objective is to ensure that there is fair competition for government business, and that competition takes place openly and in a manner that provides fair and equal opportunity for all competitors. The new procedures will also apply to the execution of contracts by the successful bidder/supplier. The new Procurement Procedures will be set out in the Letter of Invitation/Tender Documents.
3. As part of our confidence building strategy, PD, PMIU will treat the oversight and monitoring of the implementation of these new procedures with the highest priority. PD, PMIU will pay particularly close attention to the need to prevent any case of extortion, or acceptance of bribes, by PD, PMIU officials. We are asking all those bidding for PD, PMIU business to assist the government by reporting any instances of this occurring.
4. A special office for the investigation and handling of any reports of extortion or bribery in public procurement has been set up in the PMIU.
5. PD, PMIU hopes to obtain your company's endorsement of these procedures as fair and reasonable, and as having your full support.
6. The Consultants shall observe the highest standards of ethics during the selection and execution of such contracts. In pursuance of the policy i.e.
  - a. Corrupt practice means the offering, giving receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution, and fraudulent practice means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the PD, PMIU and includes. Collusive practices among Consultants (prior to or after submission of proposals) designed to establish prices at artificial, non- competitive levels and to deprive the PD, PMIU of the benefits of free and open competition.
  - b. PD, PMIU will reject a proposal for award if determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
  - c. PD, PMIU will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for. Or in executing contract.

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### The "Integrity Pact"

1. Project Director PMIU, abide by the following procedures for Bidding for Public Sector Contracts.
  2. The following procedures will apply to the letting of contracts for CONSULTANCY SERVICES FOR "NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF TALUKA/TOWN WISE PACKAGES, ENGINEERING ESTIMATES & TENDER/BIDDING DOCUMENTS".
  3. These procedures are in addition to the standard legal and administrative requirements.
  4. They will form part of the terms and conditions of each contract and will be actionable, in the event of breach, by the PD, PMIU and any of the competing bidders.
  5. Each Consultant must submit a statement, as integral part of the proposal, with the following text:
    - a. This Company places importance on competitive tendering taking place on a basis that is free, fair competitive and not subject to abuse. This Company is pleased to confirm that (i.) it has not offered or granted, and will not offer or grant, either directly or indirectly through agents or other third parties, any improper inducement or reward to any public official, their relations or business associates, in order to obtain or retain this contract or other improper advantage, and (ii.) it has not colluded, and will not collude, with others in order to limit competition for this contract.
    - b. This Company has a No-Bribery Policy/Code of Conduct and a Compliance Program which includes all reasonable steps necessary to assure that the no-bribery commitment given in the statement will be complied with by its managers and employees, as well as by all their parties working with this company on this Project, including agents, consultants, consortium partners, subcontractors and suppliers. Copies of our No-Bribery Policy/Code of Conduct and Compliance Program are attached.
- OR
- In cases where companies participate in the bidding which do not yet have a general no bribery policy/Code of Conduct:
- c. "This Company has developed, for the purposes of this tender, a Compliance program- copy attached - which includes all reasonable steps necessary to assure that the no-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this Company on this Project, including agents, consultants, consortium partners, subcontractors and suppliers".
  - d. This commitment is in the name and on behalf of this Company's Chief Executive Officer.
  - e. This Company agrees for the resolution of any damage claims arising from this contract under Law of Pakistan."
6. Where a participating company is a foreign company and has a subsidiary in Pakistan, the commitment must extend to that subsidiary and its managers and employees as well. If the tender is submitted by the subsidiary in Pakistan, the no-bribery commitment needs to extend also to the parent company and its managers and employees.
7. Consultants will also be required to submit similar no-bribery commitments from their subcontractors and consortium partners. The Consultant may however cover the sub-

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consultant and consortium partners in its own statement, provided the Lead Consultant assumes full responsibility.

8. All payments shall be limited to appropriate compensation for legitimate services.
9. Each Consultant will make full disclosure in the proposal documentation of the beneficiaries and amounts of all payments made or intended to be made relating to the proposal and, if successful, the implementation of the contract.
10. The successful Consultants will also make full disclosure semi-annually of all payments to agents and other third parties during the execution of the contract
11. Within one year of the completion of the performance of the contract, the successful Consultants will formally certify that no bribes or other illicit commissions have been paid in order to obtain or retain this contract. The final accounting shall include brief details of the goods and services provided that are sufficient to establish the legitimacy of the payments made.
12. Statements required according to subparagraph (b) and (d) of paragraph 5 will have to be certified by an appropriate senior corporate officer.
13. In Pakistan, all forms of corruption are illegal, and the government will continue to prosecute offenders.
14. This IP however focuses on bribery in order to obtain or retain the contract or other improper advantage, including collusion with others in order to limit competition for this contract. This includes any payments or other favours offered or granted in order to win a contract award, get a contract change order (adjusting the price, the specifications, the time frame for implementation or any other important contract components) approved by PD, PMIU get sub-standard or sub-specification performance approved by a public official or the supervising engineer or his staff, circumvent tax, duty, license or any other legal obligations that should be met, or induce an official to breach his/her official duties in any other way.
15. If a Consultant fails to comply with its no-bribery commitment, the following sanctions will apply:
16. Denial or cancellation of the contract; liability for damages to PD, PMIU in the amount of five percent of the contract value, unless PD, PMIU can demonstrate a higher damage, or the Consultant can demonstrate a lesser damage; forfeiture of the security deposit; and debarment by PD, PMIU from bidding for further public contracts for such period as the PD, PMIU may deem appropriate,
17. PD, PMIU has made special arrangements for adequate oversight and monitoring of the procurement process and the execution of the contract. In this regard, PD, PMIU has provided for public hearings on the procurement process, and for access by Civil Society including representatives of the local TI-Pakistan, to the minutes of the meetings of the Evaluation Committee, and to all documents relating to the evaluation of the competitive proposals, the award decision process and the execution of the project.
18. PD, PMIU has also set up a special office in the Office of the PD, PMIU for the investigation and handling of any reports of extortion or bribery in public procurement.
19. The PD, PMIU will publicly disclose the award decision including the evaluation report.
20. Proposals, which do not conform to the requirements of these procedures will not be considered.

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## INTEGRITY PACT

### DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH RS. 2.50 MILLION OR MORE

Contract No. \_\_\_\_\_

Dated: Jan 05, 2017

Contract Value: Rs. 41.40 million

Contract Title: **CONSULTANCY SERVICES FOR "NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF TALUKA/TOWN WISE PACKAGES, ENGINEERING ESTIMATES & TENDER/BIDDING DOCUMENTS".**

Consult-Tech International 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, Consult-Tech International 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.

Consult-Tech International 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.

Consult-Tech International 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, Consult-Tech International 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 Consult-Tech International 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.

Buyer:

Rehan Iqbal Baloch  
Project Director  
Project Management & Implementation Unit  
Education & Literacy Department  
Government of Sindh

Seller/Supplier:

Kamran Ahmad  
Chief Executive  
Consult Tech International

Signature: .....  


Signature: .....  


[Seal]

**PROJECT DIRECTOR**  
**PMIU (SERP II)**  
Education & Literacy Department  
Government of Sindh Page 61 of 61



**FORM FIN-2: SUMMARY OF COSTS REGION-WISE**

ITEM	COSTS		Total Bid Price (Rs.)
	Indicate Local Currency inclusive of Income Tax (10%)	Sales Tax at 15%	
Total Costs of Financial Proposal (Region I - Karachi) Quote for 100 Primary Schools + 50 Middle/ Secondary & Higher Secondary School	12,000,000	1,800,000	13,800,000
Total Costs of Financial Proposal (Region II - Hyderabad) Quote for 100 Primary Schools + 50 Middle/ Secondary & Higher Secondary School	12,000,000	1,800,000	13,800,000
Total Costs of Financial Proposal (Region III - Benazirabad) Quote for 100 Primary Schools + 50 Middle/ Secondary & Higher Secondary	12,000,000	1,800,000	13,800,000
Total Costs of Financial Proposal (Region IV - Larkana) Quote for 100 Primary Schools + 50 Middle/ Secondary & Higher Secondary	12,000,000	1,800,000	13,800,000
Total Costs of Financial Proposal (Region V - Sukkur) Quote for 100 Primary Schools + 50 Middle/ Secondary & Higher Secondary	12,000,000	1,800,000	13,800,000
Total Costs of Financial Proposal (Region VI - Mirpurkhas) Quote for 100 Primary Schools + 50 Middle/ Secondary & Higher Secondary	12,000,000	1,800,000	13,800,000
<b>Region I + Region II + Region VI</b>	13,800,000 x 3 Regions = Rs.		<b>41,400,000</b>

**NOTE:**

The above rates are for the year 2016-17

For the year 2017-18, 10% over and above 2016-17 rates shall apply

In case of any increase in sales tax or income tax after signing of Agreement, the additional amount of taxes shall be added to the bid price (as per SPPRA rules), i.e., paid by the Client

*[Handwritten Signature]*  
20/11/2016

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10/11/2016

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10/11/16

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