



No. RSU /SERP-II/ SID-TOP/PMIU/2015/09  
GOVERNMENT OF SINDH  
EDUCATION & LITERACY DEPARTMENT  
Karachi Dated: March 11, 2015

22/3/15

To:

M/s ESS-IAR  
Planning, Engineering & Services Consultants,  
Suite Number: 314, 3rd Floor, Mashriq Center, Karachi  
Pakistan

(LETTER OF ACCEPTANCE)

Subject: CONSULTANCY SERVICES FOR NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF /TALUKA/TOWN WISE PACKAGES, /ENGINEERING ESTIMATES & TENDER/BIDDING DOCUMENTS (SPPRA S.NO: 22178).

Referring to your Technical / Financial proposal for above cited work submitted on February 09, 2015. It is informed that the Technical and Financial Bid for the Region I (Karachi), Region III (Benazirabad), Region IV (Larkana), Region V (Sukkur) and Region VI (Mirpurkhas) (Total five regions) is accepted by the competent authority for providing consulting services at the below mentioned rates for the 1<sup>st</sup> year (FY 2014/15).

S-No.	Region	Total Cost Inclusive of Income Tax	Sales Tax @ 15%
1.	Region I (Karachi)	PRs. 17,500,000/= (Rupees Seventeen Million five Hundred Thousand only)	PRs. 2,625,000/= (Rupees Two Million Six Hundred Twenty Five Thousand Only)
2.	Region III (Benazirabad)	PRs. 17,500,000/= (Rupees Seventeen Million five Hundred Thousand only)	PRs. 2,625,000/= (Rupees Two Million Six Hundred Twenty Five Thousand Only)
3.	Region IV (Larkana)	PRs. 17,500,000/= (Rupees Seventeen Million five Hundred Thousand only)	PRs. 2,625,000/= (Rupees Two Million Six Hundred Twenty Five Thousand Only)
4.	Region V (Sukkur)	PRs. 17,500,000/= (Rupees Seventeen Million five Hundred Thousand only)	PRs. 2,625,000/= (Rupees Two Million Six Hundred Twenty Five Thousand Only)
5.	Region VI (Mirpurkhas)	PRs. 17,500,000/= (Rupees Seventeen Million five Hundred Thousand only)	PRs. 2,625,000/= (Rupees Two Million Six Hundred Twenty Five Thousand Only)
	Sub Total	PRs. 87,500,000/= (Rupees Eighty Seven Million five Hundred thousand only)	PRs. 13,125,000/= (Rupees Thirteen Million One Hundred Twenty Five thousand only)
	Total Rs.	Rs 100,625,000/= (Rupees Hundred Million Six Hundred Twenty Five Thousand)	

SPPRA ACCOUNT DIARY  
NO: 13592  
DATED: 16-07-15

File pl.  
17/3  
N.K.P.





April 15, 2015

MANAGING DIRECTOR  
Sindh Public Procurement Regulatory Authority,  
SPPRA, Government of Sindh,  
Karachi

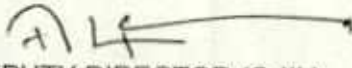
SUBJECT: NIT NO. NO.EDU/PMIU/SERP-II/EOI-I/PRO/2014 DATED 21.12.2014  
(SPPRA SERIAL NO: 22178 & 22535)

Attached please find the following document to complete the procurement procedure for hiring the consulting services for Need Verification, Site Specific School Architectural and Structure Design, Preparation of Taluka wise Packages, Engineering Estimates and Tender / Bidding Document.

- Letter of Award for Services for Regions (Hyderabad)
- Consultancy Services Agreement for the above mentioned work duly signed and stamped by the both the parties and competent authority including.
  - Detailed Term of Reference / Description of Services
  - Assignment deliverables and
  - Integrity Pact etc. and
- Copy of financial proposals of the firms duly signed by the CSC
- Contract Evaluation Form (Bid Evaluation Report is already hoisted at SPPRA website)

You are requested to hoist the information on SPPRA website where required and release ID for smooth implementation of the services.



  
DEPUTY DIRECTOR (C-III.)  
PMIU, EDUCATION & LITEARCY DEPARTMENT  
Government of Sindh, Karachi

Copy forwarded for information to:-

- The Secretary, Education & Literacy Department, Government of Sindh, Karachi
- The Additional Secretary (PDF)/Project Director-PMIU, Education & Literacy Department



To,

M/s MM Pakistan in Association &  
M/s Arif Belgaumi Architects (JV)  
Dolmen Estate, 1st Floor,  
18-C, Union Commercial Area,  
Shaheed-e-Millat Road, Karachi,  
Pakistan

(LETTER OF AWARD)

Subject: CONSULTANCY SERVICES FOR NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF TALUKA/TOWN WISE PACKAGES, ENGINEERING ESTIMATES & TENDER/BIDDING DOCUMENTS. (SPPRA S.NO: 22178 & 22535)

Referring to your Technical / Financial proposal for above cited work submitted on February 09, 2015. It is informed that the Technical and Financial Bid for the Region II (Hyderabad), (Total One region) is accepted by the competent authority for providing the consulting services at below mentioned rates for the 1<sup>st</sup> year .

S- No.	Region	Total Cost Inclusive of Income Tax	Sales Tax @ 15%
1.	Region II (Hyderabad)	PRs. 17,495,360/=	PRs. 2,624,304/=
		(Rupees Seventeen Million Four Hundred Ninety Five Thousand Three Hundred Sixty only)	(Rupees Two Million Six Hundred Twenty Four Thousand Three Hundred Four Only)
		Total Rs. 20,119,664/= (Twenty Million One Hundred Nineteen Thousand Six Hundred Sixty Four Only)	

The works for the FY 2014/15 may be initiated immediately and the payment schedule to the consultant would be as under.

- Need Verification Survey Report as per the agreed TORs, submission of atleast 50 schools @ Rs 41,198/= per school inclusive of income tax and exclusive of sales tax, followed by
- Design, Drawing, BOQ, Tender Document along with specification etc. for atleast 50 schools @ Rs 28,783/= per school inclusive of income tax and exclusive of sales tax.





No. RSU /SERP-II/ SID-TOP/PMIU/2015/16  
GOVERNMENT OF SINDH  
EDUCATION & LITERACY DEPARTMENT  
Karachi Dated: April 13, 2015

The total cost of Consultancy services for FY 2014/15 is Rs 20,119,664.00 (Twenty Million, One Lac Nineteen Thousand Six Hundred and Sixty Four Rupees only) inclusive of Income and Sales Tax. In case of any variation in sales tax only the price of consultancy will be revised.

The consulting services for the next FY (2015/16 and 2016/17) would be subject to the availability of funds, Government approval and extension would be performance based. The consultancy rates for the second and third year would be as per the payment schedule mentioned in the Agreement.

You are advised to complete all legal obligations before signing of contract agreement

PROJECT DIRECTOR/  
ADDITIONAL SECRETARY (PDF)  
PMIU, EDUCATION & LITERACY DEPARTMENT  
Government of Sindh, Karachi

**Additional Secretary (PDF)**  
Education & Literacy Department  
Govt. of Sindh

Copy forwarded for information to:-

- PS to the Secretary, Education & Literacy Department, Government of Sindh, Karachi.
- Managing Director, Sindh Public Procurement Regulatory Authority, SPPRA, Government of Sindh, Karachi
- Office Copy



**SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY**

**CONTRACT EVALUATION FORM**

**TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS**

- 1) NAME OF THE ORGANIZATION / DEPTT. PMIU (SERP-II), EDUCATION & LITERACY DEPARTMENT
- 2) PROVINCIAL / LOCAL GOVT / OTHER PROVINCIAL
- 3) TITLE OF CONTRACT NEED ASSESSMENT & DESIGNING OF SCHOOLS IN SIND
- 4) TENDER NUMBER NO.EDU/PMIU/SERP-II/EOI-VPRO/2014
- 5) BRIEF DESCRIPTION OF CONTRACT CONSULTANCY SERVICE FOR SCHOOL DESIGNS
- 6) FORUM THAT APPROVED THE SCHEME EDUCATION & LITERACY DEPT.
- 7) TENDER ESTIMATED VALUE \_\_\_\_\_
- 8) ENGINEER'S ESTIMATE  
(For civil works only) \_\_\_\_\_
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) initially for the period of 01 year
- 10) TENDER OPENED ON (DATE & TIME) 07 JANUARY 2015 (4:00 PM)
- 11) NUMBER OF TENDER DOCUMENTS SOLD  
(Attach list of buyers) \_\_\_\_\_
- 12) NUMBER OF BIDS RECEIVED 13 FIRMS PARTICIPATED AT EOI STAGE
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 10
- 14) BID EVALUATION REPORT  
(Enclose a copy) ENCLOSED
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER MM PAKISTAN, Shaheed-e-Millat karachi
- 16) CONTRACT AWARD PRICE Rs. 20,119,554
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID) REGION II HYDRABAD MINIP - RANK 01  
BSS I.AAR - RANK 02  
NESPAN - RANK 03

18) METHOD OF PROCUREMENT USED :- (Tick one)

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE QCBS
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:



19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	SERIAL 22178, DEC 22, 2014
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	21-12-2014 ((JANG) & 22-12-2014 (DAWN) & (KAWISH)
No	

22) NATURE OF CONTRACT

Domestic/Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	NO

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	NO

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	
No	NO

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons.)

Yes	
No	NO

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	

Signature & Official Stamp of  
Authorized Officer

*ilchor*  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

FOR OFFICE USE ONLY

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi  
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

Reset



**Form FIN-2 Summary of Costs Region Wise**

Item	Amounts (in Rs.) [inclusive of income taxes]	Sales Tax @ 15%	Total Bid Price
Total Cost of Financial Proposal (Region I) Karachi (Central Karachi, East Karachi, Korangi Karachi, Malir, South Karachi & West Karachi)	17,521,360	2,628,204	20,149,564
Total Cost of Financial Proposal (Region II) Hyderabad (Badin, Dadu, Hyderabad, Jamshoro, Matian, Sujawal, TandoAllahyar, Tando Muhammad Khan & Thatta)	17,495,360	2,624,304	20,119,664



Usaid  
 13/2/15  
 Rehman  
 17/2/2015  
 Shaked Ammar  
 13/2/15  
 [Signature]  
 13/2/15



CONSORTIUM FOR

FOR THE PREPARATION OF PC-1, ENGINEERING ESTIMATES & TENDER / BIDDING DOCUMENTS.

Year (2014 - 2015)

Item	Costs		
	Indicate Local Currency inclusive of Income Tax (10%)	Sales Tax @ 15%	Total Bid Price
Total Costs of Financial Proposal (Region I)	17,500,000	2,625,000	20,125,000
Total Costs of Financial Proposal (Region II)	22,460,000	3,369,000	25,829,000
Total Costs of Financial Proposal (Region III)	17,500,000	2,625,000	20,125,000
Total Costs of Financial Proposal (Region IV)	17,500,000	2,625,000	20,125,000
Total Costs of Financial Proposal (Region V)	17,500,000	2,625,000	20,125,000
Total Costs of Financial Proposal (Region VI)	17,500,000	2,625,000	20,125,000

*Handwritten signature and date: 13/12/15*

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*Handwritten signature and date: 13/12/15*



# EDUCATION AND LITERACY DEPARTMENT

GOVERNMENT OF SINDH

CONSULTANCY SERVICES FOR NEED VERIFICATION, DETAILED ARCHITECTURAL & ENGINEERING DESIGN,  
ENGINEERING ESTIMATES & BIDDING/DOCUMENTS, PREPARATION OF TALUKA/TOWN WISE PACKAGES

## FIN-2. SUMMARY OF COSTS REGION WISE

Item	Costs		
	Local Currency Inclusive of Income Tax PKR	Sales Tax 15% PKR	Total Bid Price PKR
Total Costs of Financial Proposal (Region-I)	23,514,359	3,527,154	27,041,513
Total Costs of Financial Proposal (Region-II)	24,066,359	3,609,954	27,676,313
Total Costs of Financial Proposal (Region-III)	23,460,359	3,519,054	26,979,413
Total Costs of Financial Proposal (Region-IV)	23,706,359	3,555,954	27,262,313
Total Costs of Financial Proposal (Region-V)	23,506,359	3,525,954	27,032,313
Total Costs of Financial Proposal (Region-VI)	23,503,359	3,525,504	27,028,863
<b>Total Costs of Financial Proposal</b>	<b>141,757,156</b>	<b>21,263,573</b>	<b>163,020,730</b>

The above Cost of Financial Proposal Amounting to Rupees one hundred sixty three million twenty thousand seven hundred thirty only is for the original Services Period of One (01) Year (12-Months)

If awarded, the above Proposal cost with a increase of 7.5% both in Remuneration and Reimbursable Costs shall be considered for 2nd year (i.e month 13 to 24).

For third year the Cost of 2nd year with a increase of 10% both in Remuneration and Reimbursable Costs shall be considered as NEEPAK Consultancy Cost for third year (i.e month 25 to 36)

National Engineering Services  
Pakistan (Pvt) Limited



*Signature*  
13/2/15

*Signature*  
13/02/2015

*Signature*  
13/2/15





April 15, 2015

MANAGING DIRECTOR  
Sindh Public Procurement Regulatory Authority,  
SPPRA, Government of Sindh,  
Karachi

SUBJECT: NIT NO. NO.EDU/PMIU/SERP-II/EOI-I/PRO/2014 DATED 21.12.2014  
(SPPRA SERIAL NO: 22178 & 22535)

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- Consultancy Services Agreement for the above mentioned work duly signed and stamped by the both the parties and competent authority including.

Detailed Term of Reference / Description of Services

Assignment deliverables and


Integrity Pact etc. and

Copy of financial proposals of the firms duly signed by the CSC

Contract Evaluation Form (Bid Evaluation Report is already hoisted at SPPRA website)



You are requested to hoist the information on SPPRA website where required and release ID for smooth implementation of the services.

  
DEPUTY DIRECTOR (C-III.)  
PMIU, EDUCATION & LITERACY DEPARTMENT  
Government of Sindh, Karachi

Copy forwarded for information to:-

- The Secretary, Education & Literacy Department, Government of Sindh, Karachi
- The Additional Secretary (PDF)/Project Director-PMIU, Education & Literacy Department





No. RSU /SERP-II/ SID-TOP/PMIU/2015/ /2  
GOVERNMENT OF SINDH  
EDUCATION & LITERACY DEPARTMENT  
Karachi Dated: April 13, 2015

The works for the FY 2014/15 shall be initiated immediately and the payment schedule to the consultant would be as under.

- Need Verification Survey Report as per the agreed TORs, submission of atleast 50 schools @ Rs 50,000/= per school inclusive of income tax and exclusive of sales tax, followed by
- Design, Drawing, BOQ, Tender Document along with specification etc. for atleast 50 schools @ Rs 20,000/= per school inclusive of income tax and exclusive of sales tax.

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You are advised to complete all legal obligations before signing of contract agreement.

*Rehan*  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh  
PROJECT DIRECTOR/  
ADDITIONAL SECRETARY (PDF)  
PMIU, EDUCATION & LITERACY DEPARTMENT  
Government of Sindh, Karachi

Copy forwarded for information to:-

- PS to Secretary, Education & Literacy Department, Government of Sindh, Karachi.
- Managing Director Sindh Public Procurement Regulatory Authority, SPPRA, Government of Sindh Karachi
- Office File



# EDUCATION AND LITERACY DEPARTMENT

GOVERNMENT OF SINDH

CONSULTANCY SERVICES FOR NEED VERIFICATION, DETAILED ARCHITECTURAL & ENGINEERING DESIGN, ENGINEERING ESTIMATES & BIDDING/DOCUMENTS, PREPARATION OF TALUKA/TOWN WISE PACKAGES

## FIN-8. SUMMARY OF COSTS REGION WISE

Item	Costs		
	Local Currency inclusive of Income Tax PKR	Sales Tax 15% PKR	Total Bid Price PKR
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Total Costs of Financial Proposal (Region-III)	23,460,359	3,519,054	26,979,413
Total Costs of Financial Proposal (Region-IV)	23,706,359	3,555,954	27,262,313
Total Costs of Financial Proposal (Region-V)	23,506,359	3,525,954	27,032,313
Total Costs of Financial Proposal (Region-VI)	23,503,359	3,525,504	27,028,863
<b>Total Costs of Financial Proposal</b>	<b>141,757,156</b>	<b>21,263,573</b>	<b>163,020,730</b>

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If awarded, the above Proposal cost with an increase of 7.5% both in Remuneration and Reimbursable Costs shall be considered for 2nd year (i.e. month 13 to 24).

For third year the Cost of 2nd year with an increase of 10% both in Remuneration and Reimbursable Costs shall be considered as NEEPAR Consultancy Cost for third year (i.e. month 25 to 36)

National Engineering Services  
Pakistan (Pvt) Limited



*Rahmat Ahmad*  
13/2/15

*Rehan*

*M. A. J.*  
12/02/2015

*[Signature]*  
13/2/15



Need Verification, Detailed Architectural & Engineering Design, Engineering Estimates & Tender/Bidding Documents Preparation of Taluka/Town Wise Packages

**Form FIN-2 Summary of Costs Region Wise**

Item	Amounts (in Rs.) [Inclusive of income taxes]	Sales Tax @ 15%	Total Bid Price
Total Cost of Financial Proposal (Region I) Karachi (Central Karachi, East Karachi, Korangi Karachi, Malir, South Karachi & West Karachi)	17,521,380	2,628,204	20,149,584
Total Cost of Financial Proposal (Region II) Hyderabad (Badin, Dadu, Hyderabad, Jamshoro, Matiari, Sujawal, TandoAllahyar, Tando Muhammad Khan & Thatta)	17,495,380	2,624,304	20,119,684



Ushaj  
 13/2/15  
 Rehman  
 13/2/15  
 7/13/2/2015  
 Shaked Ahmad  
 13/2/15



CONSULTANCY FOR

REGIONAL SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF PC-  
I, ENGINEERING ESTIMATES & TENDER / BIDDING DOCUMENTS.

Year (2014 - 2015)

Item	Costs		
	Indicate Local Currency inclusive of Income Tax (10%)	Sales Tax @ 15%	Total Bid Price
Total Costs of Financial Proposal (Region I)	17,500,000	2,625,000	20,125,000
Total Costs of Financial Proposal (Region II)	22,460,000	3,369,000	25,829,000
Total Costs of Financial Proposal (Region III)	17,500,000	2,625,000	20,125,000
Total Costs of Financial Proposal (Region IV)	17,500,000	2,625,000	20,125,000
Total Costs of Financial Proposal (Region V)	17,500,000	2,625,000	20,125,000
Total Costs of Financial Proposal (Region VI)	17,500,000	2,625,000	20,125,000

*Handwritten signature and date: 13/12/15*

*Handwritten signature and date: A. ... 13/12/15*

*Handwritten signature and date: 13/12/15*



# SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

## CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

- 1) NAME OF THE ORGANIZATION / DEPTT. PMIU (SERP-II), EDUCATION & LITERACY DEPARTMENT
- 2) PROVINCIAL / LOCAL GOVT / OTHER PROVINCIAL
- 3) TITLE OF CONTRACT NEED ASSESSMENT & DESIGNING OF SCHOOLS IN SINDH
- 4) TENDER NUMBER NO.EDU/PMIU/SERP-II/EOI-I/PRO/2014
- 5) BRIEF DESCRIPTION OF CONTRACT CONSULTANCY SERVICE FOR SCHOOL DESIGNS
- 6) FORUM THAT APPROVED THE SCHEME EDUCATION & LITERACY DEPT.
- 7) TENDER ESTIMATED VALUE \_\_\_\_\_
- 8) ENGINEER'S ESTIMATE (For civil works only) \_\_\_\_\_
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) Initially for the period of 01 year
- 10) TENDER OPENED ON (DATE & TIME) 07 JANUARY 2015 (4:00 PM)
- 11) NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) \_\_\_\_\_
- 12) NUMBER OF BIDS RECEIVED 19 FIRMS PARTICIPATED AT EOI STAGE
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 10
- 14) BID EVALUATION REPORT (Enclose a copy) ENCLOSED
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER ESS-I/AAR Engineering Consultants
- 16) CONTRACT AWARD PRICE Rs. 100,625,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID).  
ESS-I/AAR Engineering Consultants RANK 01 FOR REGION I, III, IV, V & VI  
NESPAK RANK 02 FOR REGION III, IV, V & VI  
MMP PAKISTAN RANK 01 FOR REGION I (SEE BIER)

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE QCBS \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:



19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

i) SPPRA Website  
(If yes, give date and SPPRA Identification No.)

Yes	SERIAL :22178, DEC 22, 2014
No	

ii) News Papers  
(If yes, give names of newspapers and dates)

Yes	21-12-2014 ((JANG) & 22-12-2014 (DAWN) & (KAWISH)
No	

22) NATURE OF CONTRACT

Domestic/Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
----------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------



31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	NO

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give detail)

Yes	
No	NO

33) WAS THE EXTENSION MADE IN RESPONSE TIME?  
(If yes, give reasons)

Yes	
No	NO

34) DEVIATION FROM QUALIFICATION CRITERIA  
(If yes, give detailed reasons)

Yes	
No	NO

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	

*Zeher*  
Signature & Official Stamp of **Additional Secretary (PDF)**  
Authorized Officer **Education & Literacy Department**  
**Govt. of Sindh**

FOR OFFICE USE ONLY

**SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi**  
Tele: 021-9205356; 021-9205369 & Fax: 021-9206291



CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

BETWEEN



PROJECT MANAGEMENT AND IMPLEMENTATION UNIT FOR  
SCHOOL INFRASTRUCTURE DEVELOPMENT UNDER SERP - II,  
Education & LITERACY department,  
GOVERNMENT OF SINDH

AND

M/s MM Pakistan (Pvt.) Ltd.  
*in association with*  
M/s Arif Belgaumi Architects

FOR

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

*Neelan*  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh


APRIL 2015





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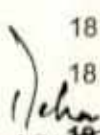
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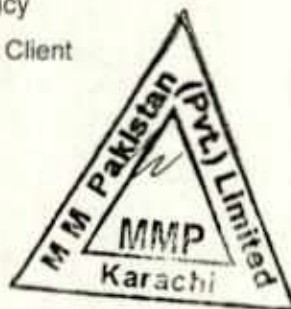
  
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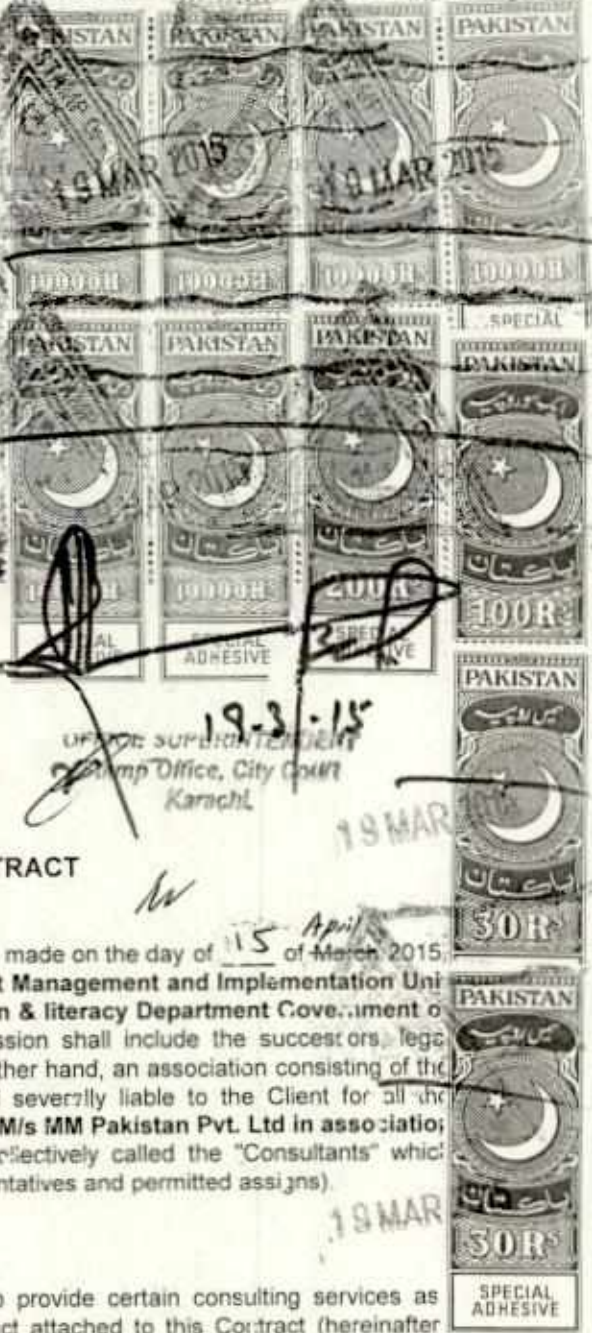




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62369



AAMIR ALI STAMP VENDOR  
Plot No. A-4, Lawrence Plaza, Garden West, Karachi  
No. 48  
S. No. 27007  
DATE: \_\_\_\_\_  
PURCHASED TO WITH ADDRESS \_\_\_\_\_  
THROUGH WITH ADDRESS \_\_\_\_\_  
PURPOSE \_\_\_\_\_  
DATE \_\_\_\_\_  
STAMP VENDOR SIGNATURE \_\_\_\_\_

SHAB ALAM  
ADVOCATE

19-3-15  
OFFICE SUPERINTENDENT  
Stamp Office, City Court  
Karachi

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the day of 15 April of March 2015, between, on the one hand, Project Director, Project Management and Implementation Unit for School Infrastructure Development, Education & literacy Department Government of Sindh (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, an association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely: **M/s MM Pakistan Pvt. Ltd in association with M/s Arif Belgaumi Architects** (hereinafter collectively called the "Consultants" which expression shall include its successors, legal representatives and permitted assigns).

WHEREAS

- (a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract 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;
- (c) The Client and Consultants have agreed lump sum contract amount of PKR 20,119,664 including the income and Sales tax for the consultancy services for Region II (Hyderabad).

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 General Conditions of Contract;
  - (b) the Special Conditions of Contract;
  - (c) the following Appendices:
    - Appendix A: Description of Services



Challan of Cash/ Cheque paid in the  
National Bank of Pakistan  
Passport Office/ City Court Branch, Karachi.

**ORIGINAL**

292

Challan No.

To be filled by the remitter		To be filled by the Department Office of the Treasury	
By whom tendered (Name)	M/s. M. N. Talpuri		Head of Account
Signature	[Signature]		Non-Food Account No. 1
			D.D.O. Code <b>KA-4518</b>

Assistant Superintendent of Stamps, Karachi.		Order to the Bank
Name (or designation) and address of the persons on whose behalf money is paid		Correct - Received and grant receipt
Full particulars of the remittance and the authority (if any)		
Stamp duty Paid on <b>SPECIAL ADHESIVE</b>	Rs. 60369	Date
<i>Call back</i>		Signature and full designation of the Officer ordering the money to be paid in
<b>B-02702</b>		
Total	Rs. 60369	To be used only in the case of remittance to Bank through & Officer of the Government
(In words) Rupees		

Received payment  
Treasurer.

National Bank of Pakistan  
City Court Branch, Karachi

19 MAR 2015

Govt. COLLECTION OFFICE  
CASH RECEIVED

Office Supdt.  
Office, Karachi

Treasury Officer/Agent

20



## II. GENERAL CONDITIONS OF CONTRACT

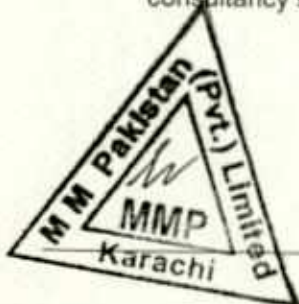
### 1. GENERAL PROVISIONS

#### 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" means 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 joint venture 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 Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC 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) "Subconsultant" 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 Subconsultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

*John*  
Additional Secretary (PDF)  
Education & Literacy Department  
Government of Sindh





## 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 Authorised 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 Authorised Representatives specified under Sub-Clause SC 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 Authorised 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 Authorised Representatives specified in the SC.

*Neelan*  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

## 1.7 Taxes and Duties

Unless specified in the SC, the Consultants, Subconsultants, and their Personnel shall pay such taxes, duties, 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 Joint Venture

In case the Consultants consist of a joint venture 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 SC to act as leader of the Joint Venture, for the purpose of receiving instructions from the Client.





## 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 SC 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 SC, 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 SC.

### 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 SC, or such extended time as may be allowed under Sub-Clause 2.6. The term "Completion of Services" is as specified in the SC.

### 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:

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

*Neem*  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

### 2.7 Force Majeure

#### 2.7.1 Definition

- 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.
- Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a Party could reasonably have been expected to both (A) take into account at the





### 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 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

*1/1/2011*  
Additional Secretary (PDF)  
Education & Literacy Department

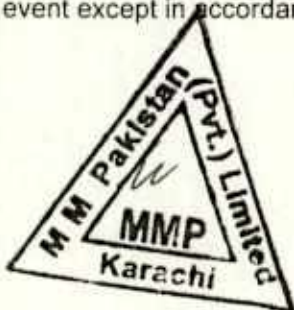
Upon termination of this Contract pursuant to Sub-Clauses 2.9.1 or 2.9.2, the Client shall make the following payments to the Consultants:

- (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 Subconsultants or 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 Subconsultants, and agents of either of them similarly shall not receive any such additional remuneration.

#### 3.3 Confidentiality

The Consultants, their Subconsultants, 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 hereinbelow.

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.

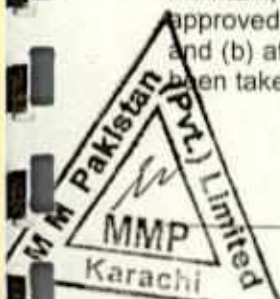
The Consultants may, to protect themselves, insure themselves against their liabilities but this is not obligatory. The extent of the insurance shall be up to the limit specified in second para above. The Consultants shall procure the necessary cover before commencing the Services and the cost of procuring 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 Subconsultants to take out and maintain, at their (or the Subconsultants', 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 SC; 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.

Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh





### 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 Subconsultants 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 remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

### 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 SC.

*1/7/2010*  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

### 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.





#### 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 Subconsultants 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 therefor, 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.



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## 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, Subconsultants and Personnel such documents prepared by the Client or other consulting engineers appointed by the Client as shall be necessary to enable the Consultants, Subconsultants or Personnel to perform the Services. The documents and the time within which such documents shall be made available, are as specified in the SC;
- (b) assist to obtain the existing data pertaining or relevant to the carrying out of the Services, with various Government and other organisations. 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 Contract;
- (c) issue to officials, agents and representatives of the concerned organisations, 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, Subconsultants, and Personnel any such other assistance and exemptions as may be specified in the SC.

#### 5.1.2 Co-ordination

The Client shall:

- (a) Coordinate 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 organisation named in the SC.
- (b) Coordinate with any other consultants employed by him.

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#### 5.1.3 Approvals

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

### 5.2 Access to Land

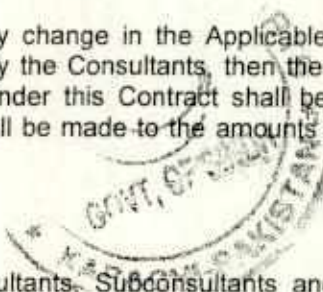
The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land of which access is required for the performance of the Services.

### 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, Subconsultants 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.



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## 6. PAYMENTS TO THE CONSULTANTS

### 6.1 Lump Sum Remuneration

The Consultants' total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including 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 SC. 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 SC, and local currency payment shall be made in Pakistani Rupees.
- (b) The SC shall specify the break up 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 SC. Payments shall be made after the conditions listed in the SC 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 SC, 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

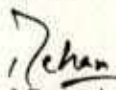
If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, no financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

### 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 instruction.

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

  
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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 thereunder 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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### 2.3 Commencement of Services

The commencement date of consultancy services will be within seven (07) days after Consultant has received, the Assignment Order.

### 2.4 Expiration of Contract

The period of completion of Services shall as per the work plan submitted initially for the 01 year (FY 2014/15) 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.

#### 2.9.2 By the Consultants

##### (e) 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.

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.

##### (f) 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.

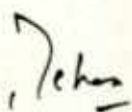
##### (g) Progress Report

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.

##### (h) 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.

  
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**(i) PMIU Staff Assigned to the Consultants**

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

**3.5 Insurance to be Taken out by the Consultants**

Deleted.

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

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

- i) Need Verification Report
- ii) Detailed Drawings, Design, BOQ, Estimates, Tender Documents

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

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**

- (a) The Client shall make available immediately after issuance of letter of assignment order, 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**

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

**5.1.3 Approvals**

The Client shall accord approval of the documents immediately but not later than fourteen (14) days from the date of their submission by the Consultants.

**6.1 Lump Sum Remuneration**

As per Appendix – E.

**6.2 Contract Price**

The amount of contract price is PKR 20,119,664 for 250 schools.

**6.3 Terms and Conditions of Payment**


Payments shall be made according to the following schedule:

- i. On Submission of each report in lot of 50 schools on Need Verification @ Rs. 47,378 per school.
- ii. On Submission of each report in lot of 50 schools on Design, Engineer's Estimate, BOQ, Specifications and Tender Documents @ Rs. 33,101 per school.

After submission of each 50 schools need verification report the design of 50 schools submitted along with the Tender Documents and same sequence will be followed during the term of engagement.

**6.4 Period of Payment**

- (a) Deleted
- (b) replaced by "All other payments shall be made to the Consultants within ten (10) working days after submission of invoice"

  
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## 6.6 Additional Services

The Government of Sindh may award any similar work to the Consultant, the payment for which shall be made on pro-rate basis for each school as per Appendix – E. The additional services shall be in multiple of 50 schools lot.

The period of completion of Services shall be initially for the year (FY 2014/15) 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. In case the firm fails to deliver the outputs as agreed and specified in the Work Plan submitted by consultant, the extension of services for the Next FY (2015/16 & 2016/17) will not be given. The assignment of the said regions for FY (2015/16 & 2016/17) will be given to the 2<sup>nd</sup> lowest consulting firm of the Region reference to the Technical and Financial Proposals submitted on February 09, 2015.

## 7.2 Dispute Settlement

Venue of arbitration shall be Karachi and the courts located in Karachi shall have jurisdiction in the matter. However both parties will first try to resolve any matter to avoid any waste of time in resolving conflict.



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IV APPENDICES

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# Appendix A

## Description of the Services

### 1.0 Scope of Work:

Consultant shall carry out CONSULTANCY SERVICES FOR APPOINTMENT OF "NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF TALUKA/TOWN WISE PACKAGES, ENGINEERING ESTIMATES & TENDER/BIDDING DOCUMENTS" in Region II (Hyderabad).

### 2.0.1 Services Required at Regional Level

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

The consultancy service is required for identified regions in Sindh (whole Sindh categorized in 06 regions), and the works are expected to commence concurrently. As approximate 250 schools will be selected yearly in each region (Total 1500 will select in all districts of Sindh) for infrastructure improvement and providing the basic standard facilities, the number of schools may vary depend on the availability of funds each year. The PMIU will award contract at Taluka basis, and each district is expected to have on an average 5 to 6 number of contracts (subject to the number of talukas in a district).

### 3.0 Detailed Scope of Services Required From the Consultant

The terms of reference are detailed hereunder:

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

- i. Conduct the coordination meeting with Client and work out the methodology to perform the Need Assessment exercise as per the criteria acceptable to the client and donor agency World Bank
- ii. In conjunction with the District Profile provided by the client, the consultant Prepare Need Assessment Survey Plan (NASP) for all categories of schools identified in SID agreement, the survey plan and design instrument must be acceptable to the client.
- iii. Conduct field survey as per approved methodology for verification/certification of need assessment (prepare the drawings on AutoCAD which included schools total available area/ covered area, available infrastructure condition and type, lacking/missing facilities, or have unsafe buildings, water source (Surface or ground water dependent), electricity connection (legal/illegal connection, metered or other and provision of wastewater disposal option available or not or which may require limited rehabilitation work) and up gradation or consolidation categories of schools prepared by districts as per each districts 'initial list. Need Assessment Survey will be conducted on a prescribed format agreed with the client, for survey work smart phone technology will be used and monitoring software will develop specifically for this purpose, the software will display the GPS coordinates and other general details of the survey. All survey information will be accumulated in the database at consultant Head Office. For the purpose of displaying survey information and details of the survey results, an interactive website interface with Google Earth (GPRS) and smart

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phones will also develop for demonstration to project stakeholders and other record purposes.

- iv. The Need Assessment survey of 2014-15 has been completed and preliminary works required for specific school rehabilitation has been identified, however before designing of the facility re-verification for the works of 2014-15 identified required which also include to prepare the existing layout including information of structure available, levels, utilities and others shall be obtained from each school site (s). Based on the information available the detailed architectural and structural designs will be prepared.
- v. Communicate the project objectives to District Management and assure the adequate selection of schools from districts;
- vi. Provide detailed comprehensive survey report after completion of Need Assessment survey work.
- vii. First PMIU in coordination with District Management prioritizes the list of school from District Profiles provided through Consultant. Based on the prioritized list, consultants will visit the schools for field verification about the need and scope of work required at specific school.

#### NOTE

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

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

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

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

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

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

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

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

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

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

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

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

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designing of schools. 04 prototype architectural designs are also available with Client, the features may be used for site specific design and drawings.

- d) Survey for alternate source of power being conducted and 15 pilot projects for alternate source of power (photovoltaic, wind and hybrid systems) are designed which shall be adopted for Schools. The guidelines are available and shall be used.
- e) The above mentioned works are completed by the Client and to be used in site specific design of Schools

### 3.3 Design Services:

- i. Please read the below design scope of work which has some time limitations, consultants required to complete the design work in only three (03) months after signing the contract for the works to be executed in FY 2014/15, however for the subsequent years ample time is available for need assessment survey and design works.
- ii. Evaluate the guidelines/procedures (if any) for selection of existing school site, and architectural and structural design criteria in use in each district, with reference to structural safety standards and identify safety risks involved in view of natural calamities;
- iii. Suggest amendments and / or develop the site selection guidelines and design criteria fulfilling the safety standards. The consultants will be required to conduct a survey and identify new locations for existing Shelterless schools and suggest to be relocated in areas without any natural calamity disaster risks.
- iv. Collect 'Environmental and Social Management Framework (ESMF-II) available at client and its website.
- v. Ensure compliance to the requirement of the ESMF-II guidelines (such as in the form of a check list) for site selection, design and other considerations;
- vi. Based on the field verification survey where the need identified and finalized school list. Prepare prototypes for schools of similar nature and prepare school site specific designs (with detailed architectural, structural, MEP design with engineer's cost estimates), perform soil testing where required before designing structures for the three categories defined above (whole school development, upgradation and consolidation) which also includes shelter-less schools, additional class rooms and missing / lacking facilities, water filtration units, alternate electricity unit, toilets and its disposal facility etc for each district the designs prepared shall be cost effective and shall meet structural safety standards for minimizing natural disasters risks (seismic, floods, heavy rains/winds, water logging and salinity, etc)
- vii. Structure of the schools will be designed based on the hazards mapping report. The earthquake, flood and cyclone prone areas will be designed with the different approach and where such situation does not predictable simple RCC frame structure may be provided.
- viii. Develop school base Architectural and Structure designs as per ESMF-II guidelines (RSU, website), develop detail drawings (civil, electrical & plumbing) for Missing facilities (additional class room, toilet blocks, boundary wall etc). The school architectural design will adopt the use of water filtration units, alternate energy projects designed by client for implementation as per the site specific conditions.
- ix. The consultant will develop indigenous designs using local available construction materials in efficient manner and meet the design standards.
- x. Prepare Taluka Wise package, prepare engineering estimates of schools fall in specific Talukas and prepare TALUKA/TOWN WISE PACKAGES-1/tender package accordingly.
- xi. The design team of consultant will includes the following professionals Region Wise
  - Project Manager (Masters in relevant field & Bachelors in Civil Engineering with 15 years of experience in managing diversified project designs)
  - Senior Architect (Master & Bachelors in Architectural Building Planning & Design with 15 years of Experience, including the experience of school buildings)
  - Structure Design Engineer (Masters in Structure Engineering & Bachelors in Civil Engineering with atleast 15 years of building design experience for same nature of assignment)

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- Senior Environmental Design Engineer (Masters in Environmental Engineers & Bachelors in Civil / Urban Engineering Minimum 07 years of experience for design of water and sanitation facilities)
- Electrical Engineer (Bachelors in Electrical Engineering with atleast 07 years of experience in Electrical Design Works)
- Utility Design Engineer (Bachelors in Civil / Urban Engineering with atleast 07 years of experience in designing external and internal utilities)
- Contract Engineers (Bachelors in Civil Engineering with atleast 05 years of contract management experience)
- Survey Engineers (Bachelors in Civil Engineering with atleast 07 years of experience in Building Works)
- Quantity Surveyors and CAD Operators (relevant experience more than 05 years)

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

The consultant is required to:

- i. Prepare Taluka Wise TALUKA/TOWN WISE PACKAGES/Tender Packages.
- ii. Prepare the Procurement Plan for each Taluka for the engagement of contracts. The contractors will be hired through PMIU and the design consultant will provide all possible support to PMIU to prepare necessary documents like engineering estimates, TALUKA/TOWN WISE PACKAGES-1/Tender Package, Standard Bidding Document and handover the same to PMIU to initiate procurement process.
- iii. Prepare a sample bidding document(s) for civil works / goods complete in all respects to be used as template and take approval from PMIU to replicate the same in entire Sindh, with specific focus on pre-qualification criteria, optimizing quality and market mechanics, specifications, special provisions of ESMF requirements (pilot projects) etc. Taluka wise tender/bidding documents shall be prepared by consultants as per the template approved.
- iv. Develop taluka based tender documents including engineering estimates, exhaustive Bill of Quantities detail work drawings, specifications, and condition of contracts as per upto date SPPRA guidelines
- v. In case of civil and electrical contracts are required separately, it is to be considered that concealed wiring is only acceptable to the client. Alternate power supply system other than grid power if available and appropriate may be taken into consideration for schools. Review guidelines prepared by client under ESMF-II implementation for providing the alternate power supply to school buildings where applicable.
- vi. Perform ex-post civil works procurement review of 20% of the contracts awarded by PMIU under the consultant assigned regions.

#### 3.5 Environmental Management Services to the Client

The 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.

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

#### Terms of Reference

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

### 3.7 Procurement Support to PMIU – Document Preparation

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Once the Packages prepared by Consultant, consultant ensure that the checklist specified in Table 1 need to be reviewed thoroughly and transmitted to client for confirmation.

**Table – 1: Checklist for Cost Estimates of Revenue Component**

Sr. No.	Description
1.	Prescribed Performa of Planning Commission / P&D Department GOS should be duly filled & signed.
2.	As the bid is required to be submitted on item rate basis, therefore, quantities for each item of goods should be worked out as per actual requirements.
3.	A contingency allowance for possible price increases should be provided as a provisional sum in the summary of the cost estimates.
4.	Time period for provision of furniture should not be more than 3 months.
5.	Taluka based Packages should be prepared and should not exceed Rs.60.00 Million each including revenue component.

### 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



# Appendix B

## Deliverables

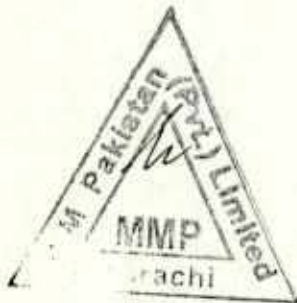
Sr. No.	Deliverables	Time Frame
1	Inception Report (Finalization of Need Assessment Form and List of Schools)	7 <sup>th</sup> Day
2	Need Assessment Report (50 Schools Batch)	15 <sup>th</sup> Day, 25 <sup>th</sup> Day, 35 <sup>th</sup> Day, 45 <sup>th</sup> day, 55 <sup>th</sup> Day
3	Design Report (50 School Batch)	25 <sup>th</sup> Day, 35 <sup>th</sup> day, 45 <sup>th</sup> Day, 55 <sup>th</sup> day, 65 <sup>th</sup> day.
4	Tender Documents (50 School Batch)	25 <sup>th</sup> Day Draft Standard Proposal, 35 <sup>th</sup> day, 45 <sup>th</sup> day, 55 <sup>th</sup> day, 65 <sup>th</sup> day, 75 <sup>th</sup> day.
5	Final Report	80 <sup>th</sup> Day

*Shehar*  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

## WORK SCHEDULE

Sr. Nr.	Activity	Duration in Weeks												
		1	2	3	4	5	6	7	8	9	10	11	12	13
	Signing of Agreement	■												
1	Mobilization	■												
2	Inception Report (Finalization of Need Assessment Form & List of Schools)	■	■											
3	Need Assessment Survey and Report for every 50 Schools		■	■	■	■	■	■	■	■				
4	Design Architect Structure and Utility		■	■	■	■	■	■	■	■	■			
5	Tender Documents		■	■	■	■	■	■	■	■	■	■		
6	Review & Compliance ESMF Guidelines		■	■	■	■	■	■	■	■	■	■	■	■
7	Standardization of School Furniture		■	■	■	■	■	■	■	■	■	■	■	■
8	Final Report												■	
9	Project Closure / Documentation												■	■

Activity ■■■■■  
Activity Intermittent ■■■■■  
Reports Submission □



*Shehar*



# Appendix C

## Key Personnel

Sr. #	Position	Name of Staff	Weeks	Staff input in form of a bar chart											Estimated Man-Months			
				1	2	3	4	5	6	7	8	9	10	11	Home	Field	Total for 11 Weeks	
<b>A - Key Experts</b>																		
1	Project Manager	Imran Khalid	Home Field													1.25	1	2.25
2	Senior Architect	Arif Belgaumi	Home Field													2	0.25	2.25
3	Contract Engineer	Imtiaz Ali Khan / Razi Luqman	Home Field													2.25		2.25
4	Structural Design Engineer	Fahad Hameed Samo/Ahsan Cheema/Noor us saba	Home Field													1.25	1	2.25
5	Senior Environmental Design Engineer	Shadab Ahmed Bhugio	Home Field													1	0.5	1.50
6	Utility Design Engineer	Anwar ul Haq/Aftab Ahmed	Home Field													1	0.5	1.50
7	Survey Engineer	Ashfaq Makhdoom	Home Field													0	1.125	1.125
8	Survey Engineer	Anwar Solangi	Home Field													0	1.125	1.125

Full Time Input ██████████  
Part Time Input ██████████

Note: Being a lump-sum contract, efforts shall be made to ensure timely deliverables which may necessitate reallocation to the above mentioned estimated man-months and personnels.

*Zeher*

Additional Secretary (PDF)  
Information & Literacy Department  
Govt. of Sindh

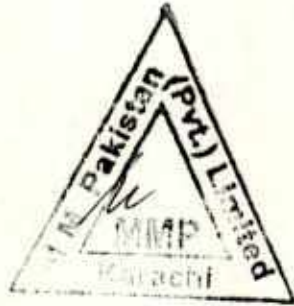
*Amir*



# Appendix D

## Breakdown of Contract Price in Foreign Currency

NOT USED



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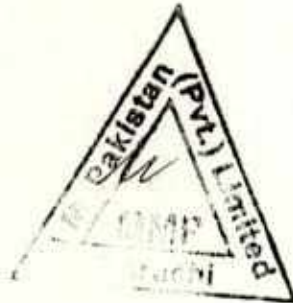
## Appendix E

### Breakdown of Contract Price in Local Currency

Sr. No.	Description	Unit (School)	Qty (School)	Rate * (PKR) Lump Sum	Amount (PKR)
1.	Need Verification	01	250	47,378	11,844,584
2.	Design Engineers Estimate, BOQ, Specification, Tender Documents etc.	01	250	33,101	8,275,080
<b>Total</b>					<b>20,119,664</b>

**\*Note:**

1. The lump sum rates are inclusive of income and sales tax.
2. In case of any increase in sales tax after signing of the agreement the additional amount of sales tax will be paid by the Client.
3. The charge rates are for the year 2014/15. Further works for the year 2015/16 and 2016/17 are subject to escalation as per SPPRA rules, subject to negotiations.
4. Performance security of 1% (One Percent) shall be deducted from the successful consultants bills, the total of which shall be released on submission of final invoice.



*Rehan*  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

*Humaira*

## Appendix F

### Services and Facilities to be Provided by the Client

The Client shall make available the following services and Facilities free for cost:

#### Services and Facilities of the Client

The Client shall make available to the Consultants, Sub-Consultants and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property, at the times and the manner specified hereunder:

- Client shall provide all data and field co-ordination to the consultant, including initial need assessment survey carried out by the Client.
- Access to the site / schools
- Identification / approval of schools
- Assist in collection of data from concerned departments
- Space for setting up Consultant's temporary office for undertaking the assignment.



*Tehar*  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh





# Appendix G

(INTEGRITY PACT)

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

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

Contract Value: PKR 20,119,664

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

**MM Pakistan Pvt. Ltd in association with Arif Bilgaumi** 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 Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

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

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

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

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

Name of Client/Buyer: ..... Name of Consultant/Supplier: ...

Signature: ..... Signature: .....  
[Seal] [Seal]



*John*  
Additional Secretary (PT  
Education & Literacy Depart  
Govt. of Sindh





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

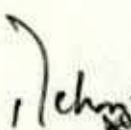
CONSULTANTS

**M/s. ESS-I-AAR, Engineering Consultants**

Planning, Engineering & Services Consultants, Suite Number: 314, 3rd Floor, Mashriq Center,  
Karachi, Pakistan.

FOR

This CONTRACT AGREEMENT 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".

  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh  
Project Director

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Consultants Representative



301900/- ✓  
N1-122  
13/3/15

301900/-

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Additional Secretary (P)  
Education & Literacy Departt  
Govt. of Sindh

Architectural & Survey  
ESS-I-AN  
14, Saddar Road  
S.S. Road - Saddar  
Karachi

Project Director

Consultants Representative

13-3-15



30/9/15  
No.  
13/3/15

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IV. DESCRIPTION OF THE SERVICES

Project Director



Consultants Representative



V. APPENDICES

301900  
No.  
15/3/15

Appendix A – Details of Consultancy Assignments

Appendix A-1 – 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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A-2 – Design of Works

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



*17/15*  
Project Director  
Education & Literacy Department  
Govt. of Sindh



*[Signature]*  
Consultants Representative

CONTRACT AGREEMENT FOR ENGINEERING CONSULTANCY SERVICES

BETWEEN



GOVERNMENT OF SINDH  
EDUCATION DEPARTMENT

PMIU

AND


CONSULTANTS

**M/s. ESS-I-AAR, Engineering Consultants**

C-36, Lower Ground Floor, 21<sup>st</sup> Commercial Street Phase -II (Extension),  
Defence Officers Housing Authority, Karachi

FOR  
CONSULTANCY SERVICES FOR

This CONTRACT AGREEMENT 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"

  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh  
Project Director

  
  
Consultants Representative



(hereinafter called the "Contract") is made the 15<sup>th</sup> day of the month of April 2015, 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 consortium / firm being the entity which will be solely liable to the Client for all the Consultants' obligations under this Contract, namely:

**M/s. ESS-I-AAR, Engineering Consultants**  
Suite Number 314, 3<sup>rd</sup> Floor, Mashriq Centre, Karachi

(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;



  
Additional Secretary (P)  
Education & Literacy Department  
Govt. of Sindh  
Project Director

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) Letter of Acceptance no: RSU/SERP-II/SID-TOP/PMIU/2015/ dt: March 11, 2015
- (c) The General Conditions of Contract;
- (d) The Special Conditions of Contract;
- (e) The following appendices:

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.

  
Additional Secretary  
Education & Literacy Dept  
Govt. of Sindh  
Project Director



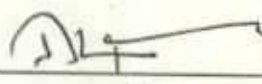


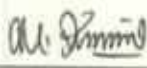
IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical parts each of which shall be deemed as the original, as of the day, month and year first above written.

  
PROJECT DIRECTOR  
EDUCATION DEPARTMENT PMIU  
GOVERNMENT OF SINDH

*Project Director (PDI)  
Education Department  
Government of Sindh*

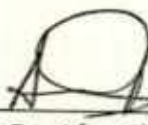
Witness:

Signature   
Name Ahmar H. Farooqui  
Title Deputy Director (PDR)

Signature   
Name ENGR. MUHAMMAD KHALID  
Title ENVIRONMENTAL COORDINATOR-SERP


For and on behalf of the Consortium

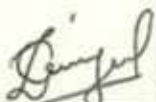
**M/s. ESS-I-AAR, Engineering Consultants**

Signature:   
Name: Dr. Afaq Shoaib  
Title: Chief Executive



Witness:

Signature:   
Name: SAJDAD PALIJO  
Title: Co-Ordinator

Signature:   
Name: Engr. Daniyal Hassan  
Title: Engineer.



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

*Lehm*

Project Director



Page | 9 of 60



Consultants Representative



## 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 consulting services are desired.

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.

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

*Additional Secretary (DDI)*  
*Education & Literacy Department*  
*Govt. of Sindh*  
Project Director





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.

### 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.

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.

### 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 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.

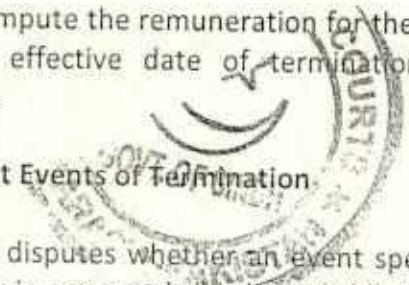
In order to compute the remuneration for the part of the Services satisfactorily performed prior to the effective date of termination; the respective remunerations shall be

### 9.5 Disputes about Events of Termination

If either Party disputes whether an event specified in paragraphs (a) through (f) of Sub-Clause 2.9.1 or in paragraph (a) through (d) of Sub-Clause 2.9.2 hereof has occurred, such

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Education, Government of India

Project Director  
Govt of India





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 or 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.

#### 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 cover for such cover effective.

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Education & Literacy  
Govt. of Sindh  
Project Director





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 Subconsultants 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 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 the full replacement value.

### 3.10 Accounting, Inspection and Auditing

Project Director  
Director General  
Director General  
Director General





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.

#### 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.

Working Hours for Key Personnel are set forth in Appendix - C hereto.

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, if any, shall be preceded by the Client informed in writing.

*Additional Secretary  
Project Director  
Director General  
Government of India*





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 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.

*Ahmed*  
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National Secretary (PDI)  
Education & Literacy Department  
Govt. of Sindh

GOVT. OF SINDH  
COURTS & JUDICIAL DEPARTMENT  
SINDH

*[Signature]*  
Consultants Representative

Architectural & Services Consultants  
ESS-I-AAR  
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Gulshan-e-Iqbal  
Karachi

## 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 Contract;
- (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:

- (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 remuneration and direct costs otherwise payable to the Consultants under this Contract shall be

*Hehan*  
Additional Secretary  
Education & Literacy  
Director Govt. of Sindh





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.
- (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.



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Additional Secretary  
Education & Library Department  
Govt. of Sindh



## 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.

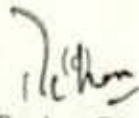
### 6.5 Delayed Payments

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.

### 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.

  
Project Director

Consultants Representative





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.

  
Additional Secretary (PDE)  
Education & Literacy Department  
Govt. of Sindh



  
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S.S. Sindh Road  
Karachi



## 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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Quittere-10000  
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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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Education & Literacy Department  
Govt. of Sindh  
Project Director



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

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Project Director  
Additional Secretary  
Education & Literacy  
Govt. of Karnataka  
KARANTHAKA  
GOVT. OF KARNATAKA  
KARNATAKA

*[Signature]*  
Consultants Representative  
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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:

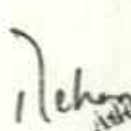
The PROJECT DIRECTOR,  
PROJECT MANAGEMENT & IMPLEMENTATION UNIT  
EDUCATION & LITERACY DEPARTMENT  
GOVERNMENT OF SINDH,  
3rd Floor, Old KDA Building Sindh Secretariat,  
Karachi, Sindh.  
Telephone: 021-99211180  
E-Mail: \_\_\_\_\_

For the Consultants:

Engr. Dr. Afaq Shoaib  
Chief Executive  
**ESS-I-AAR, Engineering Consultants.**  
Planning, Engineering & Services Consultants,  
Suite Number: 314, 3rd Floor, Mashriq Center, Karachi  
Pakistan  
Mobile: 0301-8284042  
Telephone: 021-34941059  
Facsimile:  
Email: [jv.ess.i.aar@gmail.com](mailto:jv.ess.i.aar@gmail.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.

  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh  
Project Director



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.

**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 as per Appendix-A-3 shall be initially for the 01 year (FY 2014/15) 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-3 & A4

a) Need verification

b) Design of works & BOQ and Specification & Tender Documents and if required PC-1

**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.

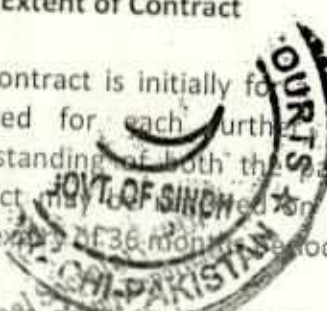
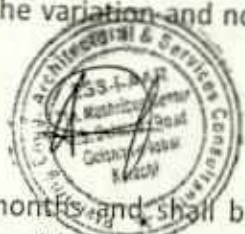
**2.6 Period and Extent of Contract**

a) The Contract is initially for a period of 12 (Twelve) 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 extended for mutual understanding for further calendar months. After expiry of 36 months period with the agreed escalation.

No other financial payment of extension of time due to changes proposed by consultants will be made unless such changes including price or time extension

Project Director

Consultants Representative





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) Need Verification Report
- iv) 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

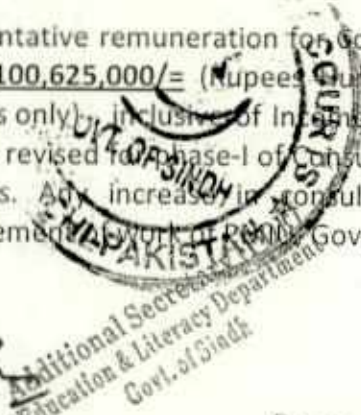
The Sub-Clause is deleted in its entirety.

### 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 100,625,000/= (Rupees Hundred Million Six Hundred and Twenty Five Thousand Rupees only), inclusive of Income and Sales tax, any variation in only sales tax the prize will be revised for phase-I of Consultancy Services to be completed in 12 (Twelve) calendar months. Any increase in consultancy services remuneration shall be added as per requirements of work in PMIU, Government of Sindh.



### 6.3 Terms and Conditions of Payment

Payments shall be made according to the following schedule:

- a) **For Need Verification As per Appendix A-2**
  - On submission of need Verification Report as per approved format
- b) **For Design**
  - 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.

- d) All cheques shall be issued under the title of account M/S (JV) ESS-I-AAR as per the bid letter submitted by the consultant.

### 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.

Add the following Sub-Clauses

### 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.

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.





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.

  
Project Director  
Additional Secretary,  
Education & Literacy Dept.,  
Govt. of Sindh



  
Consultants Representative



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

  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh  


Project Director

  
  
ESS-I-AAR  
214, Khairpur Cantonment  
S.S. Khairpur Road  
Khairpur  
Sindh

Consultants Representative



## DESCRIPTION OF THE SERVICES

### SCOPE OF WORK:

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

The consultancy services TORs given below are (Subject to Issuance of Specific Assignment Order by PMIU for a Project):

### 2.0 Services Required at Regional Level

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

The consultancy service is required for identified regions in Sindh (whole Sindh categorized in 06 regions), and the works are expected to commence concurrently. As approximate 250 ± 50 schools will be selected yearly in each region (Total 1500 will select in all districts of Sindh) for infrastructure improvement and providing the basic standard facilities, the number of schools may vary depend on the availability of funds each year. The PMIU will award contract at Taluka basis, and each district is expected to have on an average 5 to 6 number of contracts (subject to the number of talukas in a district).

### 3.0 DETAILED SCOPE OF SERVICES REQUIRED FROM THE CONSULTANT

The terms of reference are detailed hereunder:

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

- i. Conduct the coordination meeting with Client and work out the methodology to perform the Need Assessment exercise as per the criteria acceptable to the client and donor agency World Bank
- ii. In conjunction with the District Profile provided by the client, the consultant Prepare Need Assessment Survey Plan (NASP) for all categories of schools identified in SID agreement, the survey plan and design instrument must be acceptable to the client.
- iii. Conduct field survey as per approved methodology for verification/certification of need assessment (prepare the drawings on AutoCAD which included schools total available area/ covered area, available infrastructure condition and type, lacking/missing facilities, or have unsafe buildings, water source (Surface or ground water dependent), electricity connection (legal/illegal connection, metered or other and provision of wastewater disposal option available or not or which may require limited rehabilitation work) and up gradation or consolidation categories of schools prepared by districts as per each districts 'initial list. Need Assessment Survey will be conducted on a prescribed format agreed with the client for survey work, for this purpose, the software 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 of consultant Head Office. For the purpose of displaying survey information and details of the

*[Signature]*  
Project Director

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*[Signature]*  
Consultants Representative





survey results, an interactive website interface with Google Earth (GPRS) and smart phones will also develop for demonstration to project stakeholders and other record purposes.

- iv. The Need Assessment survey of 2014-15 has been completed and preliminary works required for specific school rehabilitation has been identified, however before designing of the facility re-verification for the works of 2014-15 identified required which also include to prepare the existing layout including information of structure available, levels, utilities and others shall be obtained from each school site (s). Based on the information available the detailed architectural and structural designs will be prepared.
- v. Communicate the project objectives to District Management and assure the adequate selection of schools from districts;
- vi. Provide detailed comprehensive survey report after completion of Need Assessment survey work.
- vii. First PMIU in coordination with District Management prioritizes the list of school from District Profiles provided through Consultant. Based on the prioritized list, consultants will visit the schools for field verification about the need and scope of work required at specific school.

#### NOTE TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

- a) Hazards mapping report prepared by Government of Sindh with the assistance of World Bank to adopt different design methodologies to resist natural calamity in any unfortunate condition
- b) Government of Sindh has carried out analysis of 1000 water samples picked from Schools covering all districts of Sindh. Based on the contamination level 15 pilot projects for Water Filtration Units are designed which will be implemented in Schools.
- c) Survey of 400 schools for structure inspection has been carried out, the findings and recommendation on design, use of material and workman ship has been provided in School Sitting guidelines manual. The manual shall be used for site specific architectural and structure designing of schools. 04 prototype architectural designs are also available with Client, the features may be used for site specific design and drawings.



- d) Survey for alternate source of power being conducted and 15 pilot projects for alternate source of power (photovoltaic, wind and hybrid systems) are designed which shall be adopted for Schools. The guidelines are available and shall be used.
- e) The above mentioned works are completed by the Client and to be used in site specific design of Schools

### 3.3. Design Services:

- i. Please read the below design scope of work which has some time limitations, consultants required to complete the design work in only three (03) months after signing the contract for the works to be executed in FY 2014/15, however for the subsequent years ample time is available for need assessment survey and design works.
- ii. Evaluate the guidelines/procedures (if any) for selection of existing school site, and architectural and structural design criteria in use in each district, with reference to structural safety standards and identify safety risks involved in view of natural calamities;
- iii. Suggest amendments and / or develop the site selection guidelines and design criteria fulfilling the safety standards. The consultants will be required to conduct a survey and identify new locations for existing Shelterless schools and suggest to be relocated in areas without any natural calamity disaster risks.
- iv. Collect 'Environmental and Social Management Framework (ESMF-II) available at client and its website.
- v. Ensure compliance to the requirement of the ESMF-II guidelines (such as in the form of a check list) for site selection, design and other considerations;
- vi. Based on the field verification survey where the need identified and finalized school list. Prepare prototypes for schools of similar nature and prepare school site specific designs (with detailed architectural, structural, MEP design with engineer's cost estimates), perform soil testing where required before designing structures for the three categories defined above (whole school development, upgradation and consolidation) which also includes shelter-less schools, additional class rooms and missing / lacking facilities, water filtration units, alternate electricity unit, toilets and its disposal facility etc for each district the designs prepared shall be cost effective and shall meet structural safety standards for minimizing natural disasters risks (seismic, floods, heavy rains/winds, water logging and salinity, etc)
- vii. Structure of the schools will be designed based on the hazards mapping report. The earthquake, flood and cyclone prone areas will be designed with the different approach and where such situation does not predictable simple RCC frame structure may be provided
- viii. Develop school base Architectural and Structure designs as per ESMF-II guidelines (RSU, website), develop detail drawings (civil, electrical & plumbing) for Missing facilities (additional class room, toilet blocks, boundary wall etc). The school architectural design will adopt the use of water filtration units, alternate energy projects designed by client for implementation as per the site specific conditions,
- ix. The consultant will develop indigenous designs using local available construction materials in efficient manner and meet the design standards.
- x. Prepare Taluka Wise package, prepare engineering estimates of schools fall in specific Taluka and prepare TALUKA/TOWN WISE PACKAGES-1/tender package accordingly.
- xi. The design team of consultant will includes the following professionals Region Wise
  - Project Manager (Masters in relevant field & Bachelors in Civil Engineering with 15 years of experience in managing diversified project designs)
  - Senior Architect (Master & Bachelors in Architectural Building Planning & Design with 15 years of Experience, including the experience of school buildings)
  - Structure Design Engineer (Masters in Structure Engineering & Bachelors in Civil Engineering with at least 15 years of building design experience for same nature of assignment)
  - Senior Environmental Design Engineer (Masters in Environmental Engineers & Bachelors in Civil / Urban Engineering Minimum 07 years of experience for design of water and sanitation facilities)
  - Electrical Engineer (Bachelors in Electrical Engineering with atleast 07 years of experience in Electrical Design Works)
  - Utility Design Engineer (Bachelors in Civil / Urban Engineering with atleast 07 years of experience in designing external and internal utilities)
  - Contract Engineer (Bachelors in Civil Engineering with atleast 05 years of contract management experience)





- Survey Engineers (Bachelors in Civil Engineering with atleast 07 years of experience in Building Works)
- Quantity Surveyors and CAD Operators (relevant experience more than 05 years)

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

The consultant is required to:

- Prepare Taluka Wise TALUKA/TOWN WISE PACKAGES/Tender Packages.
- Prepare the Procurement Plan for each Taluka for the engagement of contracts. The contractors will be hired through PMIU and the design consultant will provide all possible support to PMIU to prepare necessary documents like engineering estimates, TALUKA/TOWN WISE PACKAGES-1/Tender Package, Standard Bidding Document and handover the same to PMIU to initiate procurement process.
- Prepare a sample bidding document(s) for civil works / goods complete in all respects to be used as template and take approval from PMIU to replicate the same in entire Sindh, with specific focus on pre-qualification criteria, optimizing quality and market mechanics, specifications, special provisions of ESMF requirements (pilot projects) etc. Taluka wise tender/bidding documents shall be prepared by consultants as per the template approved.
- Develop taluka based tender documents including engineering estimates, exhaustive Bill of Quantities detail work drawings, specifications, and condition of contracts as per upto date SPPRA guidelines
- 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.
- Perform ex-post civil works procurement review of 20% of the contracts awarded by PMIU under the consultant assigned regions.

### 3.5 Environmental Management Services to the Client

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

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

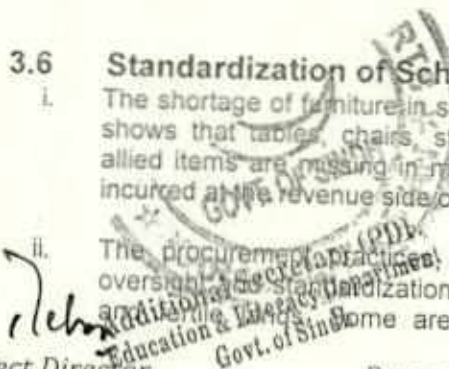
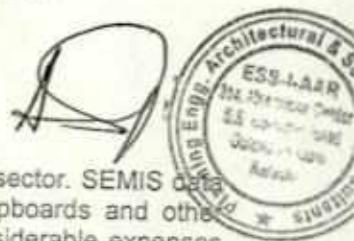
The Environmental Engineer will assist the Design, Tender/Bidding documents to comply the implementation targets set in the ESMF document. The following key works shall be monitored

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

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

### 3.7 Procurement Support to PMIU – Document Preparation

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

**Table – 1: Checklist for Cost Estimates of Revenue Component**

Sr. No.	Description
1.	Prescribed Performa of Planning Commission / P&D Department GOS should be duly filled & signed.
2.	As the bid is required to be submitted on item rate basis, therefore, quantities for each item of goods should be worked out as per actual requirements.
3.	A contingency allowance for possible price increases should be provided as a provisional sum in the summary of the cost estimates.
4.	Time period for provision of furniture should not be more than 3 months.
5.	Taluka based Packages should be prepared and should not exceed Rs.60.00 Million each including revenue component.

- 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.
- 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
- The consultants will also ensure that high quality standards are maintained. The first step would be to ensure that good quality material preferably from quality assured vendors is procured.





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

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

### 3.9 Capacity Building

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

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

### 3.10 Monitoring Support to Client

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

During the need verification period of a particular region where the consultant's team is operating as per assignment order the consultant shall provide logistic / travelling support (1300 cc Car and guest house accommodation) to PMIU staff to perform field visits.

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

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



Project Director

Consultants Representative



		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 & BE Civil/Urban/Environmental along with Minimum 07 years of experience of designing of water and sanitation facilities, having hand-on knowledge of available local resources to purify the contaminated water and about alternate and renewable energy systems.	1	1.5	1.5
6	Electrical Engineer	Bachelors in Electrical Engineering with atleast 07 years of experience in Electrical Design Works)	1	1.5	1.5
7	Utility Design Engineer	Bachelors in Civil / Urban Engineering with atleast 07 years of experience in designing external and internal utilities)	1	1.5	1.5
8	Contract Engineer	Bachelors in Civil Engineering with atleast 05 years of contract management experience or similar job experience, possess the hand on knowledge of Government Procurement rules and systems SPPRA-2010, and well aware of PEC's & FIDIC guidelines.	1	2.25	2.25
9	Survey Engineers	Bachelors in Civil Engineering with atleast 07 years of experience in Building Works	02	1.125	2.25
10	Junior Design Engineers (Structure, Environment etc)	Bachelors in Civil Engineering with atleast 03 years of experience in Building Works	05	02	10
11	Field Data Coordinator	Bachelors in Civil Engineering with atleast 05 years of experience in Building Works	01	2.25	2.25
12	Quantity Surveyors and	BE Civil or DAE in Civil technology with relevant +03 years of experience of quantities estimation, developing BOQ's, engineering estimates, checking and verifying of bill payments and measurements at site.	06	01	06
13	CAD Operators	DAE in Civil Engineering with relevant 05 years of experience of drafting structure designs, building layouts and water supply & drainage systems	06	01	06
14	Site Surveyors	Minimum Qualification DAE (Civil) with 03 years of similar experience. In case BE Civil is available 02 years of experience is required. Need verification exercise at District/Taluka level, approx 100 schools list at each district provided to consultants by PMIU for need verification exercise. Consultant may complete the exercise by using SMART Technologies by physical survey and report to PMIU. PMIU will further prioritize the schools based on the availability of funds. It is estimated that 250 schools may be finalized and provided to the design team for further actions for one	10	01	10



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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Additional Secretary (P)  
 Education & Literacy Department  
 Govt. of Sindh  
 Project Director



Consultants Representative



SECTION – V  
APPENDICES

*[Signature]*  
Project Additional Secretary (P.D.)  
Director, Literacy Department  
Education, Govt. of Sinai



*[Signature]*  
ESS-1224  
Architectural & Services Consultant  
1000 El-Dokki Road  
Nasr City, Cairo  
Egypt  
Consultants Representative

DETAILS OF CONSULTANCY ASSIGNMENTS

*Ilchan*  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh



*AD*  
Engg. Architectural & Services Consultants  
PSS.L.C. 40  
100, Street No. 10, Phase 1, F-7/1, Islamabad  
Pakistan





DETAILS OF CONSULTANCY ASSIGNMENT

- |   |                            |
|---|----------------------------|
| 1. Need verification<br>Cost per activity for Need verification     | APPENDIX-A1                |
| 2. Design of Works as per Need verification<br>Cost of design works | APPENDIX-A2<br>APPENDIX-A2 |

Project Director  
Department

*Neeraj*  
Project Director

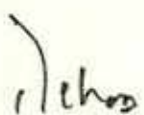


*AD*  
Planning, Engg., Architectural & Services Consultant  
EGS-IAAR  
214, Marathahalli Center  
SS. Marathahalli Road  
Bangalore - 560037  
No. 0202  
ESTABLISHED IN 1982

Consultants Representative

APPENDIX-A1  
NEED VERIFICATION

Additional Secretary (I)  
Education & Literacy Department  
Govt. of Sindh

  
Project Director





### Need Verification

- A) **Need Verification Work.**
- (i) On submission of need verification report for each school @ Rupees 50,000/= (Fifty thousand only) for each school for the 1<sup>st</sup> year (2014-15)
  - (ii) For the year 2015-16                    10% over and above 2014-15 rates
  - (iii) For the year 2016-17                    10% over and above 2015-16 rates
  - (iv) The above rates are inclusive of income Tax @ 10 % but exclusive of 15% Sales Tax.
  - (v) The schedule of each region is as attached.
- B) The work under this head shall be carried out as per assignment orders issued by PMIU, Government of Sindh.
- C) Payment schedule for 1<sup>st</sup> year, 2<sup>nd</sup> year and 3<sup>rd</sup> year of Design consulting work is attached.

Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

*1/1/11*

Project Director



*AD*



APPENDIX-A2

DESIGN OF WORKS AS PER NEED VERIFICATION

Administrative Secretary (P.D.)  
Secretary & Liaison Department  
Govt. of Sindh

*Jehan*

Project Director



Consultants Representative



DESIGN

## A) Design of works

- (i) Design, Engineers estimate B.O.Q, Specifications, Tender Documents Rs@ 20,000/= (Twenty thousand only) for each school.
- (ii) For the year 2015-16 10% over and above 2014-15 rates
- (iii) For the year 2016-17 10% over and above 2015-16 rates
- (iv) The above rates are inclusive of income Tax @ 10 % but exclusive of 15% Sales Tax.
- (v) The schedule of each region is attached.

B) The work under this head shall be carried out as per assignment orders issued by PMIU, Government of Sindh.

C) Payment schedule for 1st year, 2<sup>nd</sup> year and 3<sup>rd</sup> year of Design consulting work is attached.

D) Design for the 50 school package of need verification shall be immediately followed and Submission of drawings, BOQ and Tender Documents shall be made in a sequential order

Additional Secretary (PDE)  
Education & Literacy Department  
Govt. of Sindh

*Dehoo*

Project Director



Page | 46 of 60



Consultants Representative



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**FORM FIN-2. SUMMARY OF COSTS REGION WISE  
CONSULTANCY FOR  
NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF PC-  
I, ENGINEERING ESTIMATES & TENDER / BIDDING DOCUMENTS.**

Year (2014 - 2015)

Item	Costs			Total Bid Price
	Indicate Local Currency inclusive of Income Tax (10%)	Sales Tax @ 15%		
Total Costs of Financial Proposal (Region I)	17,500,000	2,625,000		20,125,000
Total Costs of Financial Proposal (Region II)	22,460,000	3,369,000		25,829,000
Total Costs of Financial Proposal (Region III)	17,500,000	2,625,000		20,125,000
Total Costs of Financial Proposal (Region IV)	17,500,000	2,625,000		20,125,000
Total Costs of Financial Proposal (Region V)	17,500,000	2,625,000		20,125,000
Total Costs of Financial Proposal (Region VI)	17,500,000	2,625,000		20,125,000



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Additional Secretary (P/PS)  
Education & Literacy Department  
Govt. of Sindh



**FORM FIN-2. SUMMARY OF COSTS REGION WISE  
CONSULTANCY FOR**

**NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF P  
I, ENGINEERING ESTIMATES & TENDER / BIDDING DOCUMENTS.**



Year (2015 - 2016)

Item	Costs			Total Bid Price
	Indicate Local Currency inclusive of Income Tax (10%)	Sales Tax @ 15%		
Total Costs of Financial Proposal (Region I)	19,250,000	2,887,500		22,137,500
Total Costs of Financial Proposal (Region II)	24,706,000	3,705,900		28,411,900
Total Costs of Financial Proposal (Region III)	19,250,000	2,887,500		22,137,500
Total Costs of Financial Proposal (Region IV)	19,250,000	2,887,500		22,137,500
Total Costs of Financial Proposal (Region V)	19,250,000	2,887,500		22,137,500
Total Costs of Financial Proposal (Region VI)	19,250,000	2,887,500		22,137,500

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Additional Secretary  
Education & Higher Education  
Govt. of Sindh

**FORM FIN-2. SUMMARY OF COSTS REGION WISE  
CONSULTANCY FOR**

**NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF PC-I, ENGINEERING ESTIMATES & TENDER / BIDDING DOCUMENTS.**

Year (2016 - 2017)

Item	Costs			Total Bid Price
	Indicate Local Currency inclusive of Income Tax (10%)	Sales Tax @ 15%		
Total Costs of Financial Proposal (Region I)	21,175,000	3,176,250		24,351,250
Total Costs of Financial Proposal (Region II)	27,176,600	4,076,490		31,253,090
Total Costs of Financial Proposal (Region III)	21,175,000	3,176,250		24,351,250
Total Costs of Financial Proposal (Region IV)	21,175,000	3,176,250		24,351,250
Total Costs of Financial Proposal (Region V)	21,175,000	3,176,250		24,351,250
Total Costs of Financial Proposal (Region VI)	21,175,000	3,176,250		24,351,250

**Note:**

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

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








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

**NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF PC  
I, ENGINEERING ESTIMATES & TENDER / BIDDING DOCUMENTS.**

Region	Cost component	Currency # 1 ]4	Currency # 2 ]4	Currency # 3 ]4	PAK RUPEES.
Karachi (Region I)	Need Verification5		NIL		50,000
	Design, BOQ, Tender Documents, Specification 5				20,000
Hyderabad (Region II)	Need Verification5		NIL		64,840
	Design, BOQ, Tender Documents, Specification 5				25,000
Sukkur (Region III)	Need Verification 5		NIL		50,000
	Design, BOQ, Tender Documents, Specification 5				20,000
Larkana (Region IV)	Need Verification5		NIL		50,000
	Design, BOQ, Tender Documents, Specification 5				20,000
Mirpurkhas (Region V)	Need Verification5		NIL		50,000
	Design, BOQ, Tender Documents, Specification 5				20,000
Benazirabad (Region VI)	Need Verification5		NIL		50,000
	Design, BOQ, Tender Documents, Specification 5				20,000

This cost is for each school.

Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

**FORM FIN-5 BREAKDOWN OF REMUNERATION<sup>1</sup>**  
**CONSULTANCY FOR**  
**NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN**  
**(CALCULATION SHEETS), PREPARATION OF PC-I, ENGINEERING ESTIMATES &**  
**TENDER / BIDDING DOCUMENTS.**

S #	Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
29	Ghulam Rasool	Quantity Surveyor-3	300,000
30	Javed Iqbal	Quantity Surveyor-4	300,000
31	Muhammad Waseem	Quantity Surveyor-5	300,000
32	Syed Wusat Hussain	CAD Operator-1	175,000
33	Raja Nasir Javed	CAD Operator-2	175,000
34	Muhammad Farhan	CAD Operator-3	175,000
35	Habib Khan	CAD Operator-4	175,000
36	Shahid Khan	CAD Operator-5	175,000
37	Engr. Shoaib Ismail	Field Data Co-ordinator	200,000

**Note:**

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

ESS-I-AAR  
(Consortium)

Page 3 of 3

*1/chan*



Additional Secretary (PDI),  
Education & Literacy Department  
Govt. of Sindh



FORM FIN-6. BREAKDOWN OF EXPENSES REGION WISE  
CONSULTANCY FOR  
NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS),  
PREPARATION OF PC-1, ENGINEERING ESTIMATES & TENDER / BIDDING DOCUMENTS.

Group of Activities (Phase):

No	Consultants may write the name of the Regions	Description2	Unit (250 Schools per Region)	Unit Cost3	Quantity	Indicate Foreign Currency # 1.14	Indicate Foreign Currency # 2.14	Indicate Foreign Currency # 3.14	Indicate Local Currency/4
1	Karachi Region I	Need Verification	Each means for 250 schools	50,000	250				12,500,000
		Architecture, Structure & MEP Drawings	Each	10,000	250		Nil		2,500,000
		BOQ	Each	5,000	250				1,250,000
		Tender Documents	Each	2,500	250				625,000
2	Hyderabad Region II	Specification	Each	2,500	250				625,000
		Need Verification	Each means for 250 schools	6,000	250				1,500,000
		Architecture, Structure & MEP Drawings	Each	11,000	250				2,750,000
		BOQ	Each	5,200	250		Nil		1,300,000
3	Sukkar Region III	Tender Documents	Each	2,500	250				625,000
		Specification	Each	2,500	250				625,000
		Need Verification	Each means for 250 schools	5,000	250				1,250,000
		Architecture, Structure & MEP Drawings	Each	10,000	250				2,500,000
4	Larkana Region IV	BOQ	Each	5,000	250		Nil		1,250,000
		Tender Documents	Each	2,500	250				625,000
		Specification	Each	2,500	250				625,000
		Need Verification	Each means for 250 schools	5,000	250				1,250,000
		Architecture, Structure & MEP Drawings	Each	10,000	250				2,500,000
		BOQ	Each	5,000	250		Nil		1,250,000
		Tender Documents	Each	2,500	250				625,000
		Specification	Each	2,500	250				625,000

Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

*Dehan*



**FORM FIN-6. BREAKDOWN OF EXPENSES REGION WISE  
CONSULTANCY FOR  
NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS),  
PREPARATION OF PC-1, ENGINEERING ESTIMATES & TENDER / BIDDING DOCUMENTS.**

Group of Activities (Phase):

No	Consultants may write the name of the Regions	Description <sup>2</sup>	Unit (250 Schools per Region)	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1.1a]	[Indicate Foreign Currency # 2.1a]	[Indicate Foreign Currency # 3.1a]	[Indicate Local Currency]#4
5	Mirpurkhas Region V	Need Verification	Each means for 250 schools	5,000	250				1,250,000
		Architecture, Structure & MEP Drawings	Each	10,000	250				2,500,000
		BOQ	Each	5,000	250		Nil		1,250,000
		Tender Documents	Each	2,500	250				625,000
6	Benazirabad Region VI	Need Verification	Each means for 250 schools	5,000	250				1,250,000
		Architecture, Structure & MEP Drawings	Each	10,000	250				2,500,000
		BOQ	Each	5,000	250		Nil		1,250,000
		Tender Documents	Each	2,500	250				625,000
<b>•NOTE TO BIDDERS</b>									
Total Costs: 49,300,000									

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

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

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

Similarly nearest boarding and lodging facilities for various sites may also be examined  
Accordingly mode of transport, data delivery methodology etc are to be considered.

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

Note:

1. A per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services;
2. cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;

Additional Secretary (PDF)  
Planning & Strategy Department  
G-43, 3rd Floor





**FORM FIN-7**  
**BREAKDOWN OF EXPENSES FOR NEED VERIFICATION EXERCISE ONLY**  
**CONSULTANCY FOR**  
**NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN**  
**(CALCULATION SHEETS), PREPARATION OF PC-1, ENGINEERING ESTIMATES & TENDER /**  
**BIDDING DOCUMENTS.**

NO	Description:	Unit	Unit Cost:
1	HR Cost	LS	25,000
2	Communication	LS	15,000
3	Accommodation	LS	2,500
4	Boarding	LS	2,500
5	Security	LS	2,500
6	Equipment	LS	2,500
<b>TOTAL COST</b>			<b>50,000</b>

This cost is for each school.

Note:

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

ESS-I-AAR  
(Consortium)

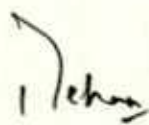
Page 1 of 1

*Rehan*  
 Additional Secretary (PDF)  
 Education & Literacy Department  
 Govt. of Sindh



APPENDIX-B

WORK / PROGRAMME SCHEDULE



Additional Secretary (PD)  
Education & Literacy Department  
Govt. of Sindh

Project Director



Consultants Representative



WORK / PROGRAMME SCHEDULE

*The Work / Programme Schedule is attached*

*Neelan*

Additional Secretary (PDF),  
Education & Literacy Department  
Govt. of Sindh

Project Director



*DG*



Consultants Representative

APPENDIX-C  
KEY PERSONNEL AND SUB-CONSULTANTS

*Neelam*

Secretary (PDR)  
Project Director



*DR*





Consultants Representative



Key Personnel

S.No	Name	Position
1	Engr. Dr. Afaq Shoaib Head Office Based	Design Specialist
2	Engr. Prof. Shoaib Ismail Head Office Based	Design Specialist

  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh  
Project Director





APPENDIX-D

REMUNERATION BREAKDOWN OF CONTRACT PRICE IN  
LOCAL CURRENCY

*Shehan*  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh



Consultants Representative



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

S.NO	DESCRIPTION	AMOUNT (Rs.)
1	CONSULTANCY SERVICES FOR "NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF TALUKA/TOWN WISE PACKAGES, ENGINEERING ESTIMATES & TENDER/BIDDING DOCUMENTS".	Rs 100,625,000/=
	<b>GRAND TOTAL</b>	<b>Rs 100,625,000/=</b>

IN WORDS (Rupees Hundred Million Six Hundred and Twenty Five Thousand Rupees only) including Income and Sales tax, sales tax is taken as 15% in case of any variation only in the case of Sales tax the prize variation will be considered for both parties.

Additional services, if required and approved by the client, provided by the consultant as per Special Conditions Clause 6.3 (d) shall be charged as per following rates.

*W. Khan*  
Additional Secretary (RDE)  
Education & Literacy Department  
Govt. of Sindh

Project Director



Consultants Representative

APPENDIX-E

REIMBURSABLE DIRECT COSTS

*[Signature]*  
Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

Project Director



*[Signature]*





NOT APPLICABLE

Additional Secretary (I)  
Education & Literacy Department  
Rajshahi

Project Director



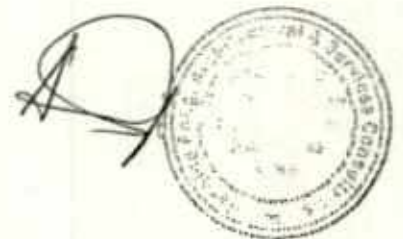
Consultants Representative

SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

*Hehan*

Project Director



Consultants Representative



SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

- Client shall provide all data and field co-ordination to the consultant.

Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

*[Handwritten Signature]*

Project Director

*[Handwritten Signature]*



Consultants Representative

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

Additional Secretary (PDI)  
Education & Literacy Department  
Govt. of Sindh



Project Director



Consultants Representative



## 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.

Additional Secretary (PDF)  
Education & Literary Department  
Govt. of Sindh

*Neeraj*

Project Director





## The "Integrity Pact"

1. Project Director PMIU, abide by the following procedures for Bidding for Public Sector Contracts.
3. 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.

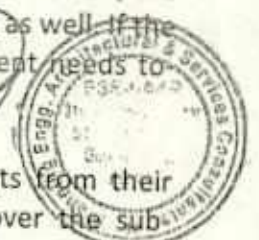
OR

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. If a participating company is a foreign company and has a subsidiary in Pakistan, the no-bribery 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-

Additional Secretary (PDF)  
Education & Literacy Department  
Govt. of Sindh

Project Director





## **INTRODUCTION:**

The process of Evaluation for Hiring of Consulting Services for NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF TOWN/TALUKA PACKAGES, ENGINEERING ESTIMATES & TENDER/BIDDING DOCUMENTS has been completed.

The following documents are the part of Bid Evaluation Report (BER)

- Minutes of Meeting for Technical Evaluation of Proposal and the meeting attendance sheet
- Duly signed cumulative Technical Scoring Sheet by Procurement Committee
- Minutes of Meeting for Financial Opening and Finalization of Evaluation (Technical and Financial) with meeting attendance sheet
- Duly signed cumulative Technical and Financial Scoring Sheet by Procurement Committee
- Individual Technical Assessment Sheets duly signed by the members

**Minutes of Meeting for Technical Evaluation of Proposal and the  
meeting attendance sheet (original copy enclosed)**





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

Date: Feb 12, 2015

A meeting was called by the Consultant Selection Committee for finalization of technical evaluation of proposals/bids for above said consultancy services on Feb 12, 2015 at 12:00 PM at Committee room, 3<sup>rd</sup> Floor, Old KDA Building, Sindh Secretariat, Karachi. The following participants attended the meeting

**Participants:**

1. Mr Rehan Iqbal Baloch – Additional Secretary (Education & Literacy Department)
2. Mr Mazhar Siddiqui – Director (PDR), Education & Literacy Department, GoS
3. Mr Taufique Shaikh, Planning Officer (Edu), Planning and Development, GoS
4. Mr Shakeel Ahmed, Deputy Secretary (B&E-IV), Finance Department, GoS
5. Dr Hamzo Khan Tagar – Senior Program Manager (RSU)

**Minutes of Meeting**

- Project Management and Implementation Unit (PMIU), Education & Literacy issued letter of Invitation and Request for Proposal document for above cited consultancy service to the following consultant firms vide Letter Ref No. No: RSU /SERP-II/ SID-TOP/PMIU/2015/04 dated Jan 22, 2015. The deadline for submission of Proposals/bids was Feb 09, 2015 at 3:00 PM

1. M/S National Engineering Services Pakistan Pvt Limited (NESPAK)
2. M/S ESS I AAR Planning, Engineering & Services Consultant
3. M/S Zaheeruddin Consultants (Pvt.) Ltd
4. M/S G 3 Engineering Consultants Pvt. Ltd
5. M/S Turpkak International Pvt. Ltd
6. M/S Shahzad Associates
7. M/S MM Pakistan Pvt. Ltd & Arif Belgaumi Architect (JV's)

24

4



NIT. No.EDU/PMIU/SERP-II/EOI-I/PRO/2014  
PMIU, EDUCATION & LITERACY DEPARTMENT

- Out of above 07 shortlisted firms, the following 06 firms submitted their proposals on 9<sup>th</sup> February 2015 at 3:00 PM and the same were opened in the presence of Consultant Selection Committee and representatives of firms at 04.00 PM in the committee room, 3<sup>rd</sup> Floor Old KDA Building # 03 of Education and Literacy Department;
  1. M/S National Engineering Services Pakistan Pvt Limited (NESPAK)
  2. M/S ESS.I.AAR Planning, Engineering & Services Consultant
  3. M/S Zaheeruddin Consultants (Pvt.) Ltd
  4. M/S G 3 Engineering Consultants Pvt. Ltd
  5. M/S Shahzad Associates
  6. M/S MM Pakistan Pvt. Ltd & Arif Belgaumi Architect (JV's)
- The proposals received were distributed amongst the members on 9<sup>th</sup> February for evaluation and members evaluated the proposal based on the set evaluation criteria and submitted duly signed individual assessment sheets to the Secretary/Member of the Consultant Selection Committee.
- Subsequent to this a cumulative assessment sheet was prepared during the meeting based on which the following 04 firms were qualified (Score above 70 Marks) and ranked based on the marks scored by them. The duly signed evaluation of each member along with cumulative assessment sheet is enclosed herewith for reference.


S.No.	Name of the Firm	Technical Score Out of 100	RANKS
01	ESS.I.AAR Planning, Engineering & Services Consultant	76.5	1
02	G3 Engineering Consultant Pvt. Ltd	71.5	3
03	National Engineering Services Pakistan Pvt. Ltd (NESPAK)	74.5	2
04	MM Pakistan Pvt Ltd & Arif Belgaumi Architect (JV's)	71	4





NIT. No.EDU/PMIU/SERP-II/EOL-I/PRO/2014  
PMIU, EDUCATION & LITERACY DEPARTMENT

- The Consultant Selection Committee decided in the meeting to open the financial proposals of above qualified consultant firms on Feb 13, 2015 at 3:30 PM and advised to invite also the representatives of all Technically Qualified firms to participate in the meeting.
- The Procurement Committee further directed PMIU to share the Evaluation/Scoring sheets of qualified firms with SPPRA and complete all codal formalities.
- The meeting ended with vote of thanks to and from the chair.

  
12/21/15

Mr Taufique Shaikh,  
Planning Officer, Planning and Development, GoS

  
12/21/15

Mr Shakeel Ahmed,  
Deputy Secretary (B&E-IV),  
Finance Department, GoS

  
12/21/15

Dr Hamzo Khan Tagar  
Senior Program Manager (RSU)

  
12/21/15

Mr Mazhar Siddiqui,  
Director (PDR), Education & Literacy  
Department, GoS



Mr Rehan Iqbal Baloch  
Additional Secretary – PDF  
(Education & Literacy Department)



ATTENDANCE SHEET

Meeting of Procurement Committee Regarding Technical Evaluation Proposals of received proposal from Consultant Firms for Detail Architectural & Engineering Designs under SERP-II Program, Education & Literacy Department is held on 12-02-2015 at 3:30 PM under the Chairmanship of Additional Secretary (PDF)

S.No	NAME	DESIGNATION	DEPARTMENT	CONTACT	SIGNATURE
1	Neha Iqbal Zahid	PD PMIU	E + L Dept	-	Neha
2	Mashooq Ali Siddiqui	Dir PDR	Edu Dept		M. Siddiqui 12/2/15
3	Shakoor Ahmad	Secy Secy	Fin. Dept	-	Shakoor Ahmad
4	Taufique Khawaja	PO (F.A.)	P.L.O. Dept	03009571185	Taufique Khawaja
5	Miftah So Khan Toga	SPM - BGC	ELP	0300/928782	Miftah So Khan Toga



**Duly signed cumulative Technical Scoring Sheet by Procurement  
Committee (original copy enclosed)**

## EVALUATION OF DESIGN CONSULTANCY FIRM

## TECHNICAL SCORE SUMMARY SHEET COMMUNICATIVE SHEET

S.No.	Name of the Firm	Specific Experience	a) Technical Approach & Methodology	b) Work Plan For Typical 01 Region	c) Organization & Staffing For Typical 01 Region	Key Professional Staffing (Qualification & Competence for the Assignment)	Technical Scores	Rank
		15	35	15	10	25	100	
01	ESS I AAR Planning, Engineering & Services Consultant	15	28	7	6	20.5	76.5	1
02	G3 Engineering Consultant Pvt. Ltd	15	22	4.5	5	25	71.5	3
03	National Engineering Services Pakistan Pvt. Ltd (NESPAC)	9	24	11	7	23.5	74.5	2
04	Zaheeruddin Consultants Pvt. Ltd	6	16.5	12	5	25		
05	MM Pakistan Pvt Ltd	15	20	7	8	21	71	4
06	Shahzad Associates	9	8	4	6	15		

10/12/15  
  
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 12/24/15



TECHNICAL EVALUATION OF DESIGN CONSULTANCY FIRMS

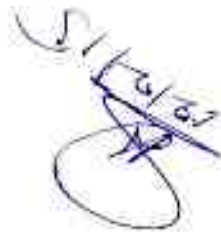
S.No.	Name of the Firm	Criteria	Specific Experience	Adequacy of the proposed methodology in response to the TOR's				Key Professional Staffing (Qualification & Competence for the Assignment)						Total Wt. Score				
				NAS	SED	FEETED	PIH	11	12	13	14	15	16		17	18		
		Marks	15	35	35	10	25	10	10	10	10	10	10	10	10	10	100	
		Max. Score	12.5	12.5	5	5	5	5	5	5	5	5	5	5	5	5		
		Wt. Score assigned	12	8	3	4	4	3	3	0	3	3	3	3	3	3		
		Total Wt. Score obtained	15	28	28	28	28	28	28	28	28	28	28	28	28	28	76.5	
01	ESS, I AM Planning Engineering & Services Consultancy		The firm completed 12 projects of similar nature in the last 10 years. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.	The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy. The firm has a good track record in the field of planning, engineering and services consultancy.		
		Comments Over TOR's	1) The performance security from each having lot experienced to ensure by the consultant 2) The firm applied for all regions 3) South Rajasthan Board Registration Certification is not provided															

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11/2/15  
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S.No	Name of the Firm	Criteria	Special Experience	Adequacy of the proposed Methodology in Response to the TOR's					Key Professional Staffing (Qualification & Competence for the Assignment)							Total Wt Score		
				A) Technical Approach & Methodology			B) Head Plan For Typical Of Region		C) Organization & Staffing For Typical Of Region		4) Project Manager	5) Senior Architects	6) Contract Engineer	7) Structural Design Engineer	8) Senior Geotechnical Design Engineer		9) Utility Design Engineer	10) Survey Engineers
				15	25	35	15	10	10	4	3	3	3	3	3	3	3	3
		Max. Score		12.5	35	12.5	15	10	4	3	3	3	3	3	3	3	3	3
		Wt. Score obtained		9	27	9	1	5	4	3	3	3	3	3	3	3	3	3
		Total Wt Score			72			5										
03	Engineering Consultant Pvt Ltd		The firm completed 35 substation projects in last 10 years	All general aspects of designing are covered and specified in the technology. The firm staff has good knowledge of survey, NAD and ADT. The firm staff has good knowledge of NAD and ADT. The firm staff has good knowledge of NAD and ADT. The firm staff has good knowledge of NAD and ADT.	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years	The firm completed 35 substation projects in last 10 years
		Remarks																
		Comments Over TOR's																


  
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S.No.	Name of the Firm	Criteria	Specific Experience	Adequacy of the proposed Methodology in response to the TOR's			Key Professional Staffing (Qualification & Competence for the Assignment)						Total MC Score
				a) Technical Approach & Methodology	b) Work Plan For Typical or Major	c) Organization & Staffing For Typical or Major	d) Project Manager	e) Senior Architect	f) Consultant Engineer	g) Structure Design Engineer	h) Senior Assessment Design Engineer	i) Utility Design Engineer	
		Marks	15	32	10	4	3	3	3	3	3	6	
		MC5	DEO	PPP	10								
		11.5	10	1.5	1								
		8											
		6		24									
			The firm has completed 03 projects in the last 10 years. The firm has completed 03 projects in the last 10 years. The firm has completed 03 projects in the last 10 years.	The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as.	The firm has discussed the TOR with the client and has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as.	The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as.	The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as.	The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as.	The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as.	The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as.	The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as. The consultant has developed the TOR and methodology for assignment and involving Work & Services as.		
02	National Engineering Services Pakistan Pvt. Ltd (NESPAC)	Remarks											74.5

  
 12/2/15  
 Mr. Syed Iqbal  
 12/2/2015  
 12/2/15  


S.No	Name of the Firm	Criteria	Specific Experience	Adequacy of the proposed Methodology in response to the TOR's		Key Professional Staffing (Qualification & Competence for the Assignment)						Total We Score	
				a) Technical Approach & Methodology	b) Work Plan For Typical Type of Region	c) Organization & Staffing For Typical Regions	d) Project Manager	e) Senior Architect	f) Consultant Engineer	g) District Design Engineer	h) Senior Design Engineer		
		Marks	11	15	10	25							
		Max. Score	12.5	15	10	25							
		Wt. Score assigned	8	7	8	3							
		Wt. Score achieved											
66	MW Pakistan Pvt Ltd	70/100	<p>More than 02 Special assignments completed in last 10 years</p> <p>Specific Projects are highlighted in the proposal and importance of Quality of subject structure in the proposal</p>	<p>1) The BOD methodology is being described covering all necessary aspects including responsibility of various roles across under EPCM. It addresses Bid Success (Creating right Pre-sell of scheme, training of construction, state of the design requirements), address how Bidding Document is address solicitation geographical conditions in the design methodology</p>	<p>2) However engineering preparation of 'Subs' while packages methodology are not well versed in the proposal. Page 14, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 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responsibilities may be done before any further actions</p>	<p>4) Senior Architect: He is regular employee of MPT, He will be available full time for project delivery in case he is not available full time responsibilities may be done before any further actions</p>	<p>5) Consultant Engineer: He is regular employee of MPT, He will be available full time for project delivery in case he is not available full time responsibilities may be done before any further actions</p>	<p>6) District Design Engineer: He is regular employee of MPT, He will be available full time for project delivery in case he is not available full time responsibilities may be done before any further actions</p>	<p>7) Senior Design Engineer: He is regular employee of MPT, He will be available full time for project delivery in case he is not available full time responsibilities may be done before any further actions</p>	<p>8) Surveyor: He is regular employee of MPT, He will be available full time for project delivery in case he is not available full time responsibilities may be done before any further actions</p>		
												<p>9) The firm proposed for only Karachi and Hyderabad (Regions 2) ; Consultant on page 13-24 proposed to provide all technical support to arrange the workshop however the location arrangement will be performed by client (Discussion is required in the matter). Separate registration points are arranged for Registration meeting.</p>	
		Criteria Over 100%											


  
 F. Syed  
 12/21/2015


  
 F. Syed  
 12/21/15



**Minutes of Meeting for Financial Opening and Finalization of Evaluation (Technical and Financial) with meeting attendance sheet (original copy enclosed)**



**MINUTES OF MEETING ON FINANCIAL OPENING AND FINAL EVALUATION (TECHNICAL & FINANCIAL) OF CONSULTANCY SERVICES FOR NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN (CALCULATION SHEETS), PREPARATION OF TOWN/TALUKA PACKAGES, ENGINEERING ESTIMATES & TENDER/BIDDING DOCUMENTS**

Date: Feb 13, 2015

A meeting was called by the Consultant Selection Committee for financial opening of proposals/bids of qualified consultant firms for above said consultancy services on Feb 13, 2015 at 3:30 PM at Committee room, 3<sup>rd</sup> Floor, Old KDA Building, Sindh Secretariat, Karachi. The following participants attended the meeting

**Participants:**

1. Mr Rehan Iqbal Baloch – Additional Secretary (Education & Literacy Department)
2. Mr Mazhar Siddiqui – Director (PDR), Education & Literacy Department, GoS
3. Mr Taufique Shaikh, Planning Officer (Edu), Planning and Development, GoS
4. Mr Shakeel Ahmed, Deputy Secretary (B&E-IV), Finance Department, GoS
5. Dr Hamzo Khan Tagar – Senior Program Manager (RSU)

**Minutes of Meeting**

- Subsequent to the Technical Evaluation Meeting held on the Feb 12, 2015, Consultant Selection Committee directed to invite the following Technically Qualified Consulting Firms for financial opening.
  1. M/S National Engineering Services Pakistan Pvt Limited (NESPAK)
  2. M/S ESS.I.AAR Planning, Engineering & Services Consultant
  3. M/S G 3 Engineering Consultants Pvt. Ltd
  4. M/S MM Pakistan Pvt. Ltd & Arif Belgaumi Architect (JV's)
- The following technical scores obtained by the firms were shared with the representatives of the firms who attended the meeting before the financial opening of proposals.

*Rehan*





No.EDU/PMIU/SERP-II/EOI-I/PRO/2014  
PMIU, EDUCATION & LITERACY DEPARTMENT

S.No.	Name of the Firm	Technical Score Out of 100	RANKS
01	ESS.I.AAR Planning, Engineering & Services Consultant	76.5	1
02	G3 Engineering Consultant Pvt. Ltd	71.5	3
03	National Engineering Services Pakistan Pvt. Ltd (NESPAK)	74.5	2
04	MM Pakistan Pvt Ltd & Arif Belgaumi Architect (JV's)	71	4

- After sharing the Technical Scores, the Consultant Selection Committee opened the financial proposals of aforementioned qualified firms in presence of their representatives and the below given Cumulative Ranks (Technical and Financial) obtained by firms as per the given criteria (80:20) in Request for Proposal.

S.No.	Name of the Firm	CUMMULATIVE RANKS					
		Region -I	Region -II	Region -III	Region -IV	Region -V	Region -VI
01	ESS.I.AAR Planning, Engineering & Services Consultant	1	2	1	1	1	1
02	G3 Engineering Consultant Pvt. Ltd	#N/A	4	#N/A	3	#N/A	3
03	National Engineering Services Pakistan Pvt. Ltd (NESPAK)	3	3	2	2	2	2
04	MM Pakistan Pvt Ltd	2	1	#N/A	#N/A	#N/A	#N/A

*Handwritten signature*



No.EDU/PMIU/SERP-II/EOI-I/PRO/2014  
PMIU, EDUCATION & LITERACY DEPARTMENT

- The detail assessment sheet of both technical & financial of aforementioned consultant firms duly signed by CSC is enclosed herewith for reference.
- The Consultant Selection Committee further directed the PMIU to share the Evaluation/Scoring sheets of qualified firms with SPPRA and complete all codal formalities.
- The meeting ended with vote of thanks to and from the chair.

  
13/2/15

Mr Taufique Shaikh,

Planning Officer, Planning and Development, GoS

  
13/2/15

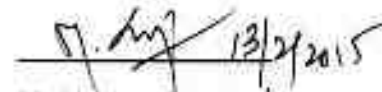
Mr Shakeel Ahmed,

Deputy Secretary (B&E-IV), Finance  
Department, GoS

  
13/2/15

Dr Hamzo Khan Tagar

Senior Program Manager (RSU)

  
13/2/2015

Mr Mazhar Siddique,

Director (PDR), Education & Literacy  
Department, GoS



Mr. Rehan Iqbal Baloch

Additional Secretary – PDF  
(Education & Literacy Department)





ATTENDANCE SHEET

Meeting of Procurement Committee Regarding Financial Opening of Proposals/Bids of Consultant Firms for Detail Architectural & Engineering Designs under SERP-II Program, Education & Literacy Department is held on 13-02-2015 at 3:30 PM under the Chairmanship of Additional Secretary (PDF)

S.No	NAME	DESIGNATION	DEPARTMENT	CONTACT	SIGNATURE
1.	Rehan Iqbal Baloch	As PDF	E+L Dept.	-	Rehan
2.	Hameed Khan Toqa	SPM-R&E	E.L. Dept.	030079297542	
3.	Toufique Malik	PO (Edn)	PO & SI Dept	05009771125	
4.	Shahed Ahmed	By Secy.	Fin. Dept.	99222150	
5.	Mazhar Siddiqi	Trich PDR	Edn Dept		



ATTENDANCE SHEET

Procurement of Consultancy Services for Need Verification, Detailed Architectural & Engineering Designs, Engineering Estimates, Preparation of tender Packages & Bidding Documents

Financial Opening of Proposals/bids Dated Feb 13, 2015 at 3:30 PM

S.No	NAME OF THE FIRM	REPRESENTATIVE NAME	SIGNATURE	REMARKS
1.	MMPakistan	Hussain Raza Babar Ghoushi		
2.	NESPAK.	EHTESHAM UL HAQ.		
3.	ESS.I.AAR	SAJJAD ALI PALJO		
4.	G3 Engineering Consultac	Eng. Khuram		

1. 13/2/2015  
2. 13/2/15  
3. 13/2/15  
4. 13/2/15

PROJECT DIRECTOR, PMIU



**Duly signed cumulative Technical and Financial Scoring Sheet by  
Procurement Committee**

PROCUREMENT OF DESIGN CONSULTANTS FIRMS FOR NEED VERIFICATION, SITE SPECIFIC SCHOOL ARCHITECTURE & STRUCTURE DESIGN, PREPARATION OF TOWN/TALUKA PACKAGES, ENGINEERING ESTIMATES & TENDER/BIDDING DOCUMENTS

SUMMARY SHEET COMPARATIVE SHEET

S.No.	Name of the Firm	Wt. Technical Score (80%)	Wt. Financial Score (20%)						Total Cumulative Score					
			Region -I	Region -II	Region -III	Region -IV	Region -V	Region -VI	Region -I	Region -II	Region -III	Region -IV	Region -V	Region -VI
01	ESS I AAR Planning, Engineering & Services Consultant	61.2	20.00	15.58	20.00	20.00	20.00	20.00	81.20	76.78	81.20	81.20	81.20	81.20
02	G3 Engineering Consultant Pvt. Ltd	57.2	-	14.00	-	14.00	-	14.00	71.20	71.20	71.20	71.20	71.20	
03	National Engineering Services Pakistan Pvt. Ltd (NESPAC)	59.6	14.88	14.54	14.32	14.75	14.89	74.48	74.16	74.52	74.36	74.49	74.49	
04	MM Pakistan Pvt Ltd	56.8	19.98	20.00	-	-	-	76.78	76.80	-	-	-	-	

S.No.	Name of the Firm	CUMULATIVE RANKS					
		Region -I	Region -II	Region -III	Region -IV	Region -V	Region -VI
01	ESS I AAR Planning, Engineering & Services Consultant	1	2	1	1	1	1
02	G3 Engineering Consultant Pvt. Ltd	#N/A	4	#N/A	3	#N/A	3
03	National Engineering Services Pakistan Pvt. Ltd (NESPAC)	3	3	2	2	2	2
04	MM Pakistan Pvt Ltd	7	1	#N/A	#N/A	#N/A	#N/A

5/10/15  
 13/12/15  
 13/12/15  
 13/12/15



FINANCIAL SCORING REGION BASED

S.No.	Name of the Firm	Financial Amounts						Financial Score "SF"					
		Region -I	Region -II	Region -III	Region -IV	Region -V	Region -VI	Region -I	Region -II	Region -III	Region -IV	Region -V	Region -VI
01	ESS IJAR Planning, Engineering & Services Consultant	20,125,000	25,829,000	20,125,000	20,125,000	20,125,000	20,125,000	100	78	100	100	100	100
02	G3 Engineering Consultant Pvt. Ltd		28,750,000		28,750,000		28,750,000		70		70		70
03	National Engineering Services Pakistan Pvt. Ltd (NESPAC)	27,041,513	27,576,313	26,979,413	27,262,313	27,052,313	27,028,863	74	73	75	74	74	74
04	MM Pakistan Pvt Ltd	20,149,564	20,119,664					100	100				

Lowest Value (Pm)	20,125,000	20,119,664	20,175,000	20,125,000	20,175,000	20,125,000
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## EVALUATION OF DESIGN CONSULTANCY FIRM

## TECHNICAL SCORE SUMMARY SHEET

S.No.	Name of the Firm	Specific Experience	a) Technical Approach & Methodology	b) Work Plan For Typical 01 Region	c) Organization & Staffing For Typical 01 Region	Key Professional Staffing (Qualification & Competence for the Assignment)	Technical Scores	Rank
		15	35	15	10	25	100	
01	ESS I AAR Planning, Engineering & Services Consultant	15	28	7	6	20.5	75.5	1
02	G3 Engineering Consultant Pvt Ltd	15	22	4.5	5	25	71.5	3
03	National Engineering Services Pakistan Pvt. Ltd (NESPAK)	9	24	11	7	23.5	74.5	2
04	Zaheeruddin Consultants Pvt Ltd	6	16.5	12	5	25		
05	MM Pakistan Pvt Ltd	15	20	7	8	21	71	4
06	Shahzad Associates	9	8	4	6	15		

13/12/15

M. A. Ishaq

13/12/15

Shahzad Associates



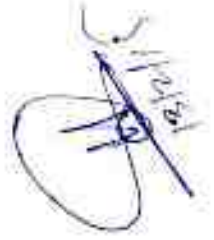
**Individual Technical Assessment Sheets duly signed by the  
members (original copy enclosed)**

## EVALUATION OF DESIGN CONSULTANCY FIRM

## TECHNICAL SCORE SUMMARY SHEET

DR. HAYIZO KHAN TAQAK

S.No.	Name of the Firm	Specific Experience	a) Technical Approach & Methodology	b) Work Plan For Typical 01 Region	c) Organization & Staffing For Typical 01 Region	Key Professional Staffing (Qualification & Competence for the Assignment)	Technical Scores	Rank
		15	35	15	10	25	100	
01	ESS I AAR Planning, Engineering & Services Consultant	15	30	7	6	20.5	78.5	1
02	G3 Engineering Consultant Pvt Ltd	15	22	6.5	5	25	73.5	3
03	National Engineering Services Pakistan Pvt. Ltd (NESPAC)	9	26	11	7	23.5	76.5	2
04	Zaheeruddin Consultants Pvt Ltd	6	16.5	12	7	25		
05	MM Pakistan Pvt Ltd	15	22	7	8	21	73	4
06	Shahzad Associates	9	10	4	6	15		





## EVALUATION OF DESIGN CONSULTANCY FIRM

## TECHNICAL SCORE SUMMARY SHEET

SHAKEEL AHMED

S.No.	Name of the Firm	Specific Experience	a) Technical Approach & Methodology	b) Work Plan For Typical 01 Region	c) Organization & Staffing For Typical 01 Region	Key Professional Staffing (Qualification & Competence for the Assignment)	Technical Scores	Rank
		15	35	15	10	25	100	
01	ESS I AAR Planning, Engineering & Services Consultant	15	26	7	6	20.5	74.5	1
02	G3 Engineering Consultant Pvt. Ltd	15	20	6.5	5	23	69.5	3
03	National Engineering Services Pakistan Pvt. Ltd (NESPAC)	9	23	10	7	23.5	72.5	2
04	Zaheeruddin Consultants Pvt. Ltd	6	12.5	12	7	25		
05	MM Pakistan Pvt Ltd	15	20	7	8	18	69	4
06	Shahzad Associates	9	8	4	4	15		

Shakeel Ahmed  
12/2/15

EVALUATION OF DESIGN CONSULTANCY FIRM  
TECHNICAL SCORE SUMMARY SHEET

S.No.	Name of the Firm	Specific Experience	a) Technical Approach & Methodology	b) Work Plan For Typical 01 Region	c) Organization & Staffing For Typical 01 Region	Key Professional Staffing (Qualification & Competence for the Assignment)	Technical Scores	Rank
		15	35	15	10	25	100	
01	ESS.I.AAR Planning, Engineering & Services Consultant	15	28	7	6	20.5	76.5	1
02	G3 Engineering Consultant Pvt. Ltd	15	22	4.5	5	25	71.5	3
03	National Engineering Services Pakistan Pvt. Ltd (NESPAK)	9	24	11	7	23.5	74.5	2
04	Zaheeruddin Consultants Pvt. Ltd	6	16.5	12	5	25		
05	MM Pakistan Pvt Ltd	15	20	7	6	21	71	4
06	Shahzad Associates	9	8	4	6	15		

12/2/15  
Toufique Shaikh  
PO (Edm)  
P&D Dept



## EVALUATION OF DESIGN CONSULTANCY FIRM

## TECHNICAL SCORE SUMMARY SHEET

Muzhar Siddiqui

S.No.	Name of the Firm	Specific Experience	a) Technical Approach & Methodology	b) Work Plan For Typical 01 Region	c) Organization & Staffing For Typical 01 Region	Key Professional Staffing (Qualification & Competence for the Assignment)	Technical Scores	Rank
		15	35	15	10	25	100	
01	ESSI AAR Planning, Engineering & Services Consultant	15	28	7	6	20.5	76.5	1
02	G3 Engineering Consultant Pvt. Ltd	15	22	4.5	5	25	71.5	3
03	National Engineering Services Pakistan Pvt. Ltd (NESPAC)	9	24	11	7	23.5	74.5	2
04	Zaheeruddin Consultants Pvt. Ltd	6	16.5	12	5	25	71.5	
05	MM Pakistan Pvt Ltd	15	20	7	8	21	71	4
06	Shahzad Associates	9	8	4	6	15		

12/2/2015

Mr. Muzhar Siddiqui

EVALUATION OF DESIGN CONSULTANCY FIRM

TECHNICAL SCORE SUMMARY SHEET

REHMATGAL BALUCH

S.No.	Name of the Firm	Specific Experience	a) Technical Approach & Methodology	b) Work Plan For Typical 01 Region	c) Organization & Staffing For Typical 01 Region	Key Professional Staffing (Qualification & Competence for the Assignment)	Technical Scores	Rank
		15	35	15	10	25	100	
01	ESS LAAR Planning, Engineering & Services Consultant	15	28	7	6	20.5	76.5	1
02	G3 Engineering Consultant Pvt. Ltd	15	22	4.5	5	25	71.5	3
03	National Engineering Services Pakistan Pvt. Ltd (NESPAC)	9	24	11	7	23.5	74.5	2
04	Zaheeruddin Consultants Pvt. Ltd	6	16.5	12	5	25		
05	MM Pakistan Pvt Ltd	15	20	7	8	21	71	4
06	Shahzad Associates	9	8	4	6	15		

*Rehm*