



No. Dir (Enf-I)/1388/SPPRA/37-1(KMC)/13-14/ 1291
GOVERNMENT OF SINDH
SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY
Karachi, dated the 18th September, 2013

To,

The Superintending Engineer (CM),
Engineering Department,
Karachi Metropolitan Corporation,
Karachi.

SUBJECT: 4-FLYOVER ON SHAHRA-E-PAKISTAN PUBLIC SAFETY CONCERN

The undersigned is directed to refer to your letter No.SE/ CM/ Engg. Dept./ KMC/ 699/ 13 dated 05.09.2013 on the subject noted above and to inform that as per Rule-43 of SPP Rules, 2010 No bidder shall be allowed to alter or modify his bid(s) after the expiry of deadline for the receipt of the bids. Besides, the variation clause of SPPRA bidding documents is regarding variation in quantity and not quality/ change of specification (Para 10 Variation and Claims, of SPPRA bidding documents for works from 2.5 million to 50 million).

2. In view of the above, it is advised to furnish details of Notice Inviting Tender issued for construction of four fly-overs on Shakra-e-Pakistan and ensure compliance of SPP Rules, 2010, Regulations and Standard Bidding Documents in letter and spirit.


o/c (IMRAN RAZZAK)
Dy. Director (Enf-I)

Copy is forwarded for information to:

1. The Secretary, Local Government Department, Government of Sindh, Karachi.
2. The Administrator, Karachi Metropolitan Corporation, Karachi.
3. The Director General (Technical Services), Karachi Metropolitan Corporation, Karachi.



EA/HO/786/ 1691 /13

August 27, 2013

EA Consulting Pvt Ltd
 (Formerly Engineering Associates)

Imran Razzak
 Deputy Director (Enf-I)
 SPPRA
 Government of Sindh
 Karachi

 ENGINEERING
 ARCHITECTURE
 PROJECT MANAGEMENT

 Subject: **4 FLYOVERS ON SHAHRAH-E-PAKISTAN PUBLIC SAFETY CONCERN**

Reference #: Dir(Enf-I)/1388/SPPRA/37-1(KMC)/12-13/620 dated 02-08-2013

Dear Sir,

We write with reference to your letter Dir(Enf-I)/1388/SPPRA/37-1(KMC)/12-13/620 dated 02-08-2013.

 KARACHI
 ISLAMABAD
 LAHORE
 DUBAI
 AL AIN

In this regard we have not received any letter from Project Director, Dak Khana Flyover, KMC which has been endorsed to you. However, the same bearing pads are being used on the project which was allowed by the Vetting Consultant earlier.

Best regards.

Sincerely yours,

For EA Consulting (Pvt.) Ltd.

Tanveer Ahmed
 Head of Operations

- cc. - Administrator, Karachi Metropolitan Corporation, Karachi
- The Secretary, Local Government Department, GOS, Karachi
 - The Director General, Technical Services, KMC, Karachi
 - The Chief Engineer, (CM), KMC, Karachi
 - The Superintending Engineer, Engineering Department, KMC, Karachi

 SPPRA ENF-I DIARY
 1573 EF
 No: 28.8.13



KARACHI METROPOLITAN CORPORATION
OFFICE OF THE SUPERINTENDING ENGINEER (CM)
ENGINEERING DEPARTMENT

4th Floor, Room No. C-412, Civic Centre, Gulshan-e-Iqbal, Karachi

No. SE/CM/Engg. Dept/KMC/766/112

Dated:

BID EVALUATION REPORT

(In Compliance of Clause 45 SPP Rules 2010)

1. Name of Procuring Agency: Karachi Metropolitan Corporation
2. Tender Reference No: EOI NO. SE/CM/Engg. Dept/KMC/S-II/ 239 /12 Dated: 13-03-2012
3. Tender Description/Name of work/item: **CONSULTANCY SERVICES FOR THE WORK OF
"CONSTRUCTION OF FLYOVER AT AYESHA
MANZIL SHAHRAH-E-PAKISTAN, KARACHI".**
4. Method of Procurement: Single Stage - Two Envelope Procedure
5. Tender Published: Daily Ummat, Daily Sindh Affairs dated 15-03-2012 & Daily Awami Awaz dated
16-03-2012 and Corrigendum Daily Dawn dated 30-03-2012 etc, and SPPRA Website ID
7186/2012.
6. Total Bid documents Sold: 08 Nos.
7. Total Bids Received: 07 Nos.
8. Technical Bid Opening date: (if applicable) 06-07-2012 (Provide details in separate form)
9. No. of Bid technically qualified (if applicable): 07 Nos.
10. Bid (s) Rejected: NIL (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 20-07-2012

SPRA


BID EVALUATION REPORT

Name of Work :- **Consultancy services for the work of Construction of flyover at Ayesha Manzil Shahrah-e-Pakistan, Karachi.**


S. #	Name of Firm	Score of Technical Evaluation (St)	Financial Bid				Total Financial Bid	Financial Score (Sf=100x(Fm/F))	Total Score (S= Stx0.80+Sfx0.20)
			For vetting	For Modification in design	For Supervision				
1	M/s Engineering Associates	94	300,000	200,000	9,650,000	10,150,000	91.01	93.40	
2	M/s NESPAK	93	2,725,121	1,956,031	11,650,240	16,331,392	56.56	85.71	
3	M/s Techno Consult International	93	1,500,000	1,950,000	13,910,165	17,360,165	53.21	85.04	
4	M/s A. A. Associates	93	1,200,000	2,000,000	13,297,000	16,497,000	56.00	85.60	
5	M/s Umer Munshi Associates	89	1,037,500	500,000	7,700,000	9,237,500	100	91.20	
6	M/s Loya Associates	79	1,527,940	3,750,000	11,231,974	16,509,914	55.95	74.39	
7	M/s Professional Engineering Associates	72	500,000	250,000	10,240,910	10,990,910	84.05	74.41	


Note: 1 "Fm" is the price of lowest financial bid received i.e. Rs.9,237,500/-
 2 "F" is the financial bid of the particular firm.


★ The Bid of **M/s Engineering Associates** obtaining highest Total marks is the most Responsive Bid and thus Recommended for approval by the Competent Authority.


 Chief Engineer (Design), KMC
 Member


 Dy. Director (Finance), E.D. KMC
 Member


 Director (Planning), P&A, KMC
 Member


 Superintending Engineer (CM), KMC
 Member


 Chief Engineer (CM), KMC
 Chairman



KARACHI METROPOLITAN CORPORATION
OFFICE OF THE SUPERINTENDING ENGINEER (CM)
ENGINEERING DEPARTMENT

4th Floor, Room No. C-412, Civic Centre, Gulshan-e-Iqbal, Karachi

No. SE/CM/Engg. Dept/KMC/ 759/12

Dated: 30-7-12

BID EVALUATION REPORT

(In Compliance of Clause 45 SPP Rules 2010)

1. Name of Procuring Agency: Karachi Metropolitan Corporation
2. Tender Reference No: EOI NO. SE/CM/Engg. Dept/KMC/S-II/ 239 /12 Dated: 13-03-2012
3. Tender Description/Name of work/item: **CONSULTANCY SERVICES FOR THE WORK OF
"CONSTRUCTION OF 2-WAY FLYOVER AT
DAKHANA ON S.M. TAUFEEQ ROAD".**
4. Method of Procurement: Single Stage – Two Envelope Procedure
5. Tender Published: Daily Ummat, Daily Sindh Affairs dated 15-03-2012 & Daily Awami Awaz dated
16-03-2012 and Corrigendum Daily Dawn dated 30-03-2012 etc, and SPPRA Website ID
7186/2012.
6. Total Bid documents Sold: 08 Nos.
7. Total Bids Received: 07 Nos.
8. Technical Bid Opening date: (if applicable) 06-07-2012 *(Provide details in separate form)*
9. No. of Bid technically qualified (if applicable): 07 Nos.
10. Bid (s) Rejected: NIL. (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 20-07-2012

SRA

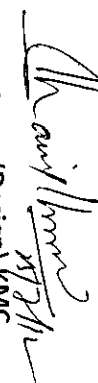
BID EVALUATION REPORT

Consultancy services for the work of Construction of flyover at Dak Khana, S.M. Toufiq Road, Shahrah-e-Pakistan, Karachi.

S. #	Name of Firm	Score of Technical Evaluation (St)	Financial Bid				Total Financial Bid	Financial Score (S=100x(Fm/F))	Total Score (S=Stx0.80+Sfx0.20)
			For vetting	For Modification in design	For Supervision				
1	M/s Engineering Associates	94	300,000	200,000	9,650,000	10,150,000	91.01	93.40	
2	M/s NESPAK	93	2,725,121	1,956,031	11,650,240	16,331,392	56.56	85.71	
3	M/s Techno Consult International	93	1,500,000	1,950,000	13,910,165	17,360,165	53.21	85.04	
4	M/s A. A. Associates	93	2,000,000	3,000,000	13,297,000	18,297,000	50.49	84.50	
5	M/s Umer Munshi Associates	89	1,037,500	500,000	7,700,000	9,237,500	100	91.20	
6	M/s Loya Associates	79	1,527,940	3,750,000	11,231,974	16,509,914	55.95	74.39	
7	M/s Professional Engineering Associates	72	500,000	250,000	10,240,910	10,990,910	84.05	74.41	


Note: 1 "Fm" is the price of lowest financial bid received i.e. Rs.9,237,500/-
2 "F" is the financial bid of the particular firm.


★ The Bid of M/s Engineering Associates obtaining highest Total marks is the most Responsive Bid and thus Recommended for approval by the Competent Authority.


Chief Engineer (Design), KMC
Member


Dy. Director (Finance), E.D. KMC
Member


Director (Planning, H&A), KMC
Member


Superintending Engineer (CM), KMC
Member


Chief Engineer (CM), KMC
Chairman



KARACHI METROPOLITAN CORPORATION
OFFICE OF THE SUPERINTENDING ENGINEER (CM)
ENGINEERING DEPARTMENT

4th Floor, Room No. C-412, Civic Centre, Gulshan-e-Iqbal, Karachi

No. SE/CM/Engg. Dept/KMC/ 758 /12

Dated: 30-7-12

BID EVALUATION REPORT

(In Compliance of Clause 45 SPP Rules 2010)

1. Name of Procuring Agency: Karachi Metropolitan Corporation
2. Tender Reference No: EOI NO. SE/CM/Engg. Dept/KMC/S-II/ 239 /12 Dated: 13-03-2012
3. Tender Description/Name of work/item: **CONSULTANCY SERVICES FOR THE WORK OF
"CONSTRUCTION OF SINGLE LANE-2 WAY
FLYOVER AT TEEN HATTI".**
4. Method of Procurement: Single Stage - Two Envelope Procedure
5. Tender Published: Daily Ummat, Daily Sindh Affairs dated 15-03-2012 & Daily Awami Awaz dated 16-03-2012 and Corrigendum Daily Dawn dated 30-03-2012 etc, and SPPRA Website ID # 7186/2012.
6. Total Bid documents Sold: 08 Nos.
7. Total Bids Received: 06 Nos.
8. Technical Bid Opening date: (if applicable) 06-07-2012 *(Provide details in separate form)*
9. No. of Bid technically qualified (if applicable): 06 Nos.
10. Bid (s) Rejected: NIL (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 20-07-2012

S.P.A.

BID EVALUATION REPORT


Consultancy services for the work of Construction of flyover at Teen Hatti, Shahrah-e-Pakistan, Karachi.


Name of Work :-

S. #	Name of Firm	Score of Technical Evaluation (St)	Financial Bid			Total Financial Bid	Financial Score Sf=100x(Fm/F)	Total Score (S=Stx0.80+Sfx0.20)
			For vetting	For Modification in design	For Supervision			
1	M/s Engineering Associates	94	300,000	200,000	9,650,000	10,150,000	91.01	93.40
2	M/s NESPAK	93	2,725,121	1,956,031	11,650,240	16,331,392	56.56	85.71
3	M/s Techno Consult International	93	1,500,000	1,950,000	13,910,165	17,360,165	53.21	85.04
4	M/s A. A. Associates	93	2,000,000	3,000,000	13,297,000	18,297,000	50.49	84.50
5	M/s Umer Munshi Associates	89	1,037,500	500,000	7,700,000	9,237,500	100	91.20
6	M/s Loya Associates	79	1,527,940	3,750,000	11,231,974	16,509,914	55.95	74.39


Note: 1 "Fm" is the price of lowest financial bid received i.e. Rs.9,237,500/-
2 "F" is the financial bid of the particular firm.

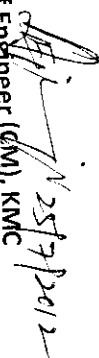
* The Bid of M/s Engineering Associates obtaining highest Total marks is the most Responsive Bid and thus Recommended for approval by the Competent Authority.


Chief Engineer (Design), KMC
Member


Dy. Director (Finance), E.D. KMC
Member


Director (Planning) F&A, KMC
Member


Superintending Engineer (CM), KMC
Member


Chief Engineer (CM), KMC
Chairman



KARACHI METROPOLITAN CORPORATION
OFFICE OF THE SUPERINTENDING ENGINEER (CM)
ENGINEERING DEPARTMENT

4th Floor, Room No. C-412, Civic Centre, Gulshan-e-Iqbal, Karachi

No. SE/CM/Engg. Dept/KMC/757 /12

Dated: 30-7-12

BID EVALUATION REPORT

(In Compliance of Clause 45 SPP Rules 2010)

1. Name of Procuring Agency: Karachi Metropolitan Corporation
2. Tender Reference No: EOI NO. SE/CM/Engg. Dept/KMC/S-II/ 239 /12 Dated: 13-03-2012
3. Tender Description/Name of work/item: **CONSULTANCY SERVICES FOR THE WORK OF
"CONSTRUCTION OF FLYOVER AT WATER
PUMP SHAHRAH-E-PAKISTAN, KARACHI".**
4. Method of Procurement: Single Stage – Two Envelope Procedure
5. Tender Published: Daily Ummat, Daily Sindh Affairs dated 15-03-2012 & Daily Awami Awaz dated
16-03-2012 and Corrigendum Daily Dawn dated 30-03-2012 etc, and SPPRA Website ID
7186/2012.
6. Total Bid documents Sold: 08 Nos.
7. Total Bids Received: 07 Nos.
8. Technical Bid Opening date: (if applicable) 06-07-2012 *(Provide details in separate form)*
9. No. of Bid technically qualified (if applicable): 07 Nos.
10. Bid (s) Rejected: NIL (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 20-07-2012

SRM


BID EVALUATION REPORT

Name of Work :- Consultancy services for the work of Construction of flyover at Water Pump Shahrah-e-Pakistan, Karachi.


S. #	Name of Firm	Score of Technical Evaluation (St)	Financial Bid			Total Financial Bid	Financial Score Sf=100x(Fm/F)	Total Score (S=Stx0.80+Sfx0.20)
			For vetting	For Modification in design	For Supervision			
1	M/s Engineering Associates	94	400,000	200,000	9,632,000	10,232,000	90.28	93.26
2	M/s NESPAK	93	2,725,121	1,956,031	11,650,240	16,331,392	56.56	85.71
3	M/s Techno Consult International	93	1,500,000	1,950,000	13,910,165	17,360,165	53.21	85.04
4	M/s A. A. Associates	93	2,000,000	3,000,000	13,297,000	18,297,000	50.49	84.50
5	M/s Umer Munshi Associates	89	1,037,500	500,000	7,700,000	9,237,500	100	91.20
6	M/s Loya Associates	79	1,527,940	3,750,000	11,231,974	16,509,914	55.95	74.39
7	M/s Professional Engineering Associates	72	500,000	250,000	10,240,910	10,990,910	84.05	74.41


Note: 1 "Fm" is the price of lowest financial bid received i.e. Rs.9,237,500/-
 2 "F" is the financial bid of the particular firm.


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 Chief Engineer (Design), KMC
 Member


 Dy. Director (Finance), E.D. KMC
 Member


 Director (Planning), F&A, KMC
 Member


 Superintending Engineer (CM), KMC
 Member


 Chief Engineer (GM), KMC
 Chairman



**KARACHI METROPOLITAN CORPORATION
OFFICE OF THE SUPERINTENDING ENGINEER (CM)
ENGINEERING DEPARTMENT**

No. SE/CM/Engg. Deptt/KMC/ 22/5/ 2012

Dated: 27-11-12

To
Director (R),
Sindh Public Procurement Regulatory Authority
House No. 10, N. Sindh Secretariat, T-4, C. Govt. Bldg.,
Karachi.

Director Computer Section,
Administrator Secretariat,
Karachi Metropolitan Corporation
Karachi.

(Provincial ADP, 2012-13)
(AWARD OF CONTRACT TO PUBLIC)

Subject: **SHORT LISTING / PREQUALIFICATION FOR APPOINTMENT OF IN HOUSE CONSULTANT (RE INVITE) CONSULTANCY SERVICES FOR THE VETTING OF DESIGN & SUPERVISION FOR THE WORK OF CONSTRUCTION OF FLYOVER AT TEEN HALL, DAKHANA S.M. TARIQ ROAD, AYSHA MANZIL AND WATER PUMP, SHAHRAL E. PAKISTAN, KARACHI.**

Reference: GOI No. SE/CM/Engg. Deptt/KMC/S-11/579 and GOI No. SE/CM/Engg. Deptt/KMC/S-11/579 (Sr. 1, 2, 3 & 4).

Enclosed please find herewith the contract evaluation forms for the subject works duly filled and stamped for posting on SPPRA's website.

In this regard it is stated that the contract evaluation forms for the subject works were duly filled, signed and stamped within seven days of signing of agreements, however the same somehow got mixed up with other office record and could not be despatched to SPPRA in time for which the concerned staff has been strictly warned and intimated to be extremely careful in future.

Any how an unintentional delay has taken place for which SPPRA is requested to take a lenient view in the same spirit of cooperation and understanding as has been displayed in past.

[Signature]
Superintending Engineer (CM)
Karachi Metropolitan Corporation

- CC to:
- 1. Director General (TS), KMC
 - 2. Chief Engineer (CM), KMC
 - 3. Secretary to Administration, KMC
 - 4. PS to S.E., KMC

Mens
27/11/12
30/11/12

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. Karachi Metropolitan Corporation
- 2) PROVINCIAL GOVT./LOCAL GOVT./OTHER KMC/Provincial ADP 2012-13
- 3) TITLE OF CONTRACT Consultancy Services for the vetting of Design & Supervision for the work of "Construction of Flyover at Water Pump Shahrab-e-Pakistan, Karachi.
- 4) TENDER NUMBER EOI No./SE/CM/Engg Deptt/KMC/S-II/239 (Sr. # 1)
- 5) BRIEF DESCRIPTION OF CONTRACT Presently a signalized intersection exists but the traffic is not manageable with the signal.
The intersection is managed by the traffic police all the time but the rush of traffic is unmanageable. Mostly large bodied buses and inter city buses on the route to Saddar and Sohrah Goth result in major traffic congestion.
Now on the initiative of the present Government the scheme to upgrade the infrastructure of this area is being taken up.
Presently the conditions of traffic movement in this area are precarious.
With the construction of this six lane flyover the flow for vehicles from this intersection will become uninterrupted and the traffic on Shahrab-e-Pakistan will be signal free. This project shall solve a major traffic problem for the entire area.
- 6) FORUM THAT APPROVED THE SCHEME Not applicable
- 7) TENDER ESTIMATED VALUE Not applicable
- 8) ENGINEER'S ESTIMATE Not applicable
(For Civil Works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 08 Months
- 10) TENDER OPENED ON (DATE & TIME) 20-07-2012
- 11) NUMBER OF TENDER DOCUMENTS SOLD 08 Nos.
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED Seven (07 Nos.)

- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Seven (07 Nos)
- 14). BID EVALUATION REPORT Attached
(Enclose a copy)
- 15). NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s EA Consulting (Pvt) Limited
AL-09, 15th Lane, Khayaban-e-Hilal,
Phase-VII, Defence Housing Authority
Karachi.
- 16). DATE OF CONTRACT SIGNING 20-09-2012
(Attach a copy of agreement)
- 17). CONTRACT AWARD PRICE Rs. 1,02,32,000/-

18). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID) 1st Lowest EA Consulting (Pvt) Limited

19). METHOD OF PROCUREMENT USED:- (TICK ONE)

- a). SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
- b). SINGLE STAGE – TWO ENVELOPE PROCEDURE ✓
- c). TWO STAGE BIDDING PROCEDURE _____
- d). TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____
- e). IN CASE OF CONSULTANCY:
 (i) Least Cost _____
 (ii) QCBS _____
 (i) QBC _____
 (ii) CQS _____

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

20). APPROVING AUTHORITY FOR AWARD OF CONTRACT

21). WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

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

i). SPPRA Website
(If yes, give date and SPPRA's tender number)

Yes	<input checked="" type="checkbox"/>
No	ID # 7186/2012

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

Yes	Daily Ummat, Daily Sindh Affairs dated 15-03-2012 and Daily Awami Awaz dated 16-03-12 & Corrigendum in Daily Dawn dated 30-03-2012 etc.
No	

- 23) NATURE OF CONTRACT

Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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- 24) 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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- 25) 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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- 26) 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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- 27) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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 ?
- 29) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------
- 30) WHETHER INTEGRITY PACT WAS SIGNED? (If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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- 31) 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"/>
-----	-------------------------------------	----	--------------------------
- 32) WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS? (Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------
- 33) WAS ANY NEGOTIATION DONE IN VIOLATION OF PPRA / OTHER APPLICABLE RULES (If yes, give reasons)

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

Yes	<input type="checkbox"/>		
No	<input checked="" type="checkbox"/>		
- 35) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (If yes, give details)

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

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

Yes	N. A.
No	

37). DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give details)

Yes	
No	✓

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

Yes	✓	No	
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39). 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		No	✓
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40). WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN
THE CONTRACT (BANK GUARANTEE ETC)?

Yes	✓	No	
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41). SPECIAL CONDITIONS, IF ANY
(If yes, give Brief Description)

Yes		No	✓
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Signature & Official Stamp of
Authorized Officer _____

K.P.A.
Superintending Engineer,
(GM) K.M.C.

FOR OFFICE USE ONLY

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



KARACHI METROPOLITAN CORPORATION
OFFICE OF THE SUPERINTENDING ENGINEER (CM)
ENGINEERING DEPARTMENT

No. SE/CM/Engg. Deptt/KMC/ 273 /2012

Dated: 20-9-12

To,
M/s EA Consulting (Pvt) Ltd.,
AL-09, 15th Lane, Khayaban-e-Hilal,
Phase-VII, Defence Housing Authority
Karachi

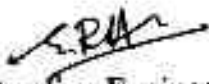
WORK ORDER

Subject:- **CONSULTANCY SERVICES FOR THE VETTING OF DESIGN & SUPERVISION FOR THE WORK OF "CONSTRUCTION OF FLYOVER AT WATER PUMP SHAHRAH-E-PAKISTAN, KARCHI".**

Reference:

1. Reference: Acceptance letter No. SE/CM/Engg. Deptt/KMC/810/2012 dated 27-08-2012.
2. Agreement Executed on 20-09-2012
3. Sanctioned Cost Rs.1,02,32,000/- (Rupees One Crore Two Thirty Two Thousand only).

Since contract agreement for the above-mentioned work has been executed, you are advised to start the work forthwith and complete the same within the stipulated time of **08 Months** strictly as per conditions of the contract.


Superintending Engineer (CM),
Karachi Metropolitan Corporation

C.C. TO:-

1. Director General (TS), KMC.
2. Chief Engineer (CM), KMC
3. Project Director(Bridge & Flyovers), KMC
4. Superintending Engineer (I&QC), KMC.
5. AAO (Engineering Department), KMC.
6. Dy. District Officer (Accounts) Engg. Deptt. KMC.
7. Secretary to Administrator, KMC.
8. PS to M.C. KMC.

NOTE SHEET

(3)

Pages

Reference

Subject: CONSULTANCY SERVICES FOR VETTING OF DESIGN AND SUPERVISION FOR THE WORK OF CONSTRUCTION OF FLYOVER AT WATER PUMP SHAHRAH-E-PAKISTAN, KARACHI.

15/ In response to the acceptance letter No.SE/CM/Engg. Deptt/KMC/834/2012 dated 07-09-2012 the Consultant M/s EA Consulting (Pvt) Ltd. has signed the Contract Agreement which is placed below for counter sign please.

C.P.A.
20/9
Superintending Engineer (CM), KMC

16/ Chief Engineer (CM), KMC

Agreement signed.

20/9/2012

17/ SE (CM)
C.P.A.
20/9

18/ AEE (CM)

NOTE SHEET

8394

(2)

9/8/12

Paras

M/s E.A. Consulting (Pvt.) Ltd. have attained the highest combined weighted technical and financial score according to the criteria mentioned in the RFP and therefore the same is recommended by the Committee for award of work amounting to Rs.1,02,32,000/-.

In view of above, the approval to award the "Consultancy Services for the Vetting of Design & Supervision for the work of Construction of Flyover at Water Pump Shahrak-e-Pakistan, Karachi" under relevant budget at the total cost of Rs.1,02,32,000/- (Rupees One Crore Two Lac Thirty Two Thousand only) is solicited.

The contract agreement shall be executed after the fulfillment of the relevant SPP Rules 2010.

CE/CM/ED/KMC
INWARD NO 2048/12
DATED 24/8/12

T.R.A.
Superintending Engineer (CM), KMC

Chief Engineer (CM), KMC.

D.E. (TS)

M.e. KMC

Administrator KMC

SE/CM/ED/KMC
INWARD NO 1539/12
DATED 24/8/12

Office of The
Metropolitan Commissioner
Karachi Metropolitan Corporation
DAIRY 16-58
DATE 15-08-12

3329
17-8-2012

CE/CM/ED/KMC
19/8/12
DATED 06/8/12

3327
17-8-2012

13/8/12
M.e. KMC

DG (P.S.)

M.e. KMC

Administrator

24/8/12

24/8/2012
(CM)

6/8/2012
21- to verify

rec
13/8
17/8

NOTE SHEET

()

Reference

Subject **CONSULTANCY SERVICES FOR THE VETTING OF DESIGN & SUPERVISION FOR THE WORK OF "CONSTRUCTION OF FLYOVER AT WATER PUMP SHAHRAH-E-PAKISTAN, KARACHI".**

The NIT (Flag A) for the subject Consultancy Services called through press on single stage two envelope procedure was published in Daily Dawn dated 16-03-2012, Daily Ummat & Daily Sindh Affairs dated 15-03-2012, Daily Awaz dated 16-03-2012. However in view of the advice received from SPPRA the same was converted into EOI through Corrigendum that was published in Daily Dawn dated 30-07-2012 etc and uploaded on the SPPRA web site bearing ID 7186/2012.

After the process of short listing, Technical and Financial proposals of the subject consultancy project were invited from the qualifying consultants on Quality & Cost Based Selection (QCBS) method for vetting of Design & Supervision on QCBS (80:20) procedure as per SPP Rules-2010.

The evaluation Committee has scrutinized the Technical Proposals of consultants, which were opened on 04-07-2012 with the following result

S#	NAME OF FIRM	MARKS OBTAINED (Out of 100 Marks)	REMARKS
1	M/s E.A. Consulting (Pvt.) Ltd.	94	Qualified
2	M/s NESPAK (Pvt.) Ltd.	93	Qualified
3	M/s A.A. Associates	93	Qualified
4	M/s Techno Consult International	93	Qualified
5	M/s Umar Munshi Associates	89	Qualified
6	M/s Loya Associates	79	Qualified
7	M/s Professional Engineering Associates	72	Qualified

The Financial Proposals of the technically qualified consultants were opened by the Tender Opening Committee on 20-07-2012 in the presence of the consultants/firm representatives. The total score of every bid was calculated as per formula $(S=S_t \times 0.80 + S_f \times 0.20)$ already included in the RFPs provided to the Short Listed firms.

S#	NAME OF FIRM	QUOTED AMOUNT	Total Score ($S=S_t \times 0.80 + S_f \times 0.20$)
1	M/s E.A. Consulting (Pvt.) Ltd.	Rs.1,02,32,000/-	93.26
2	M/s NESPAK (Pvt.) Ltd.	Rs.1,63,31,392/-	85.71
3	M/s A.A. Associates	Rs.1,82,97,000/-	84.50
4	M/s Techno Consult International	Rs.1,73,60,165/-	85.04
5	M/s Umar Munshi Associates	Rs.92,37,500/-	91.20
6	M/s Loya Associates	Rs.1,65,09,914/-	74.39
7	M/s Professional Engineering Associates	Rs.1,09,90,910/-	74.41

Rs. 30,600/-

CONTRACT AGREEMENT

**Consultancy Services for Vetting of Design and
Supervision for the work of Construction of Flyover at
Water Pump Shahrah-e-Pakistan, Karachi**

between



KARACHI METROPOLITAN CORPORATION

and



EA CONSULTING (PVT.) LTD.

September 2012

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CHIEF ENGINEER
20/11/2011



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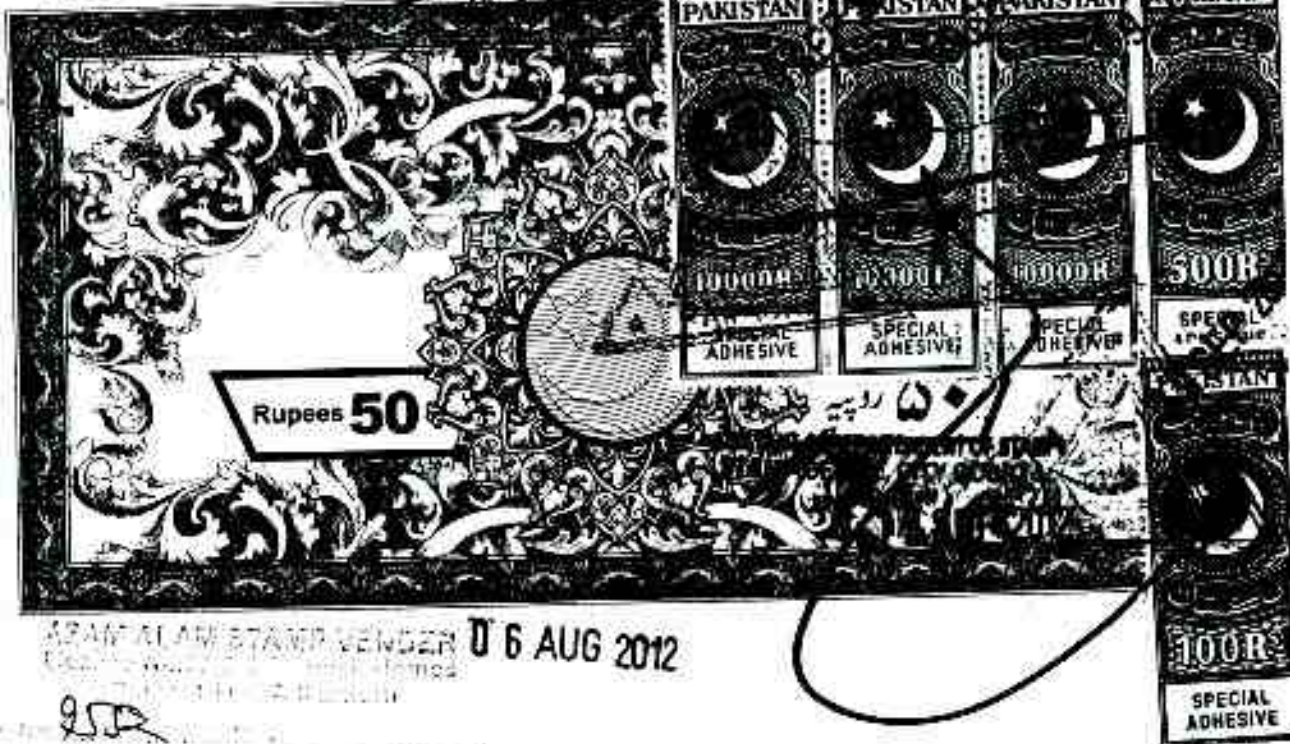
- Annexure A - Scope of Services
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Chief Engineer
Engineering Department
Karachi Metropolitan Corporation



3060
No: 13
12/12

PAKISTAN AIR MAIL



STAMP ALAWI STAMP VENDOR
6 AUG 2012

EA Consulting (Pvt.) Limited

Contract Agreement

Consultancy Services for Vetting of Design and Supervision for the work of Construction of Flyover at Water Pump Shahrah-e-Pakistan, Karachi.

THIS Contract Agreement (hereinafter called the "Contract") is made on the 20th day of ~~September~~ 2012, between Karachi Metropolitan Corporation through its Chief Engineer (Contract Management) (hereinafter called "KMC" which expression wherever used in this context shall mean and include its successors and assignees), having its Head Office in Civic Center Building, Gulshan-e-Iqbal, University Road, Karachi on the One Part and M/s EA Consulting Pvt Ltd through its Director (hereinafter called the "Consultant" which expression wherever used in this context shall mean and include its successors, representative and assignees), having their Principal Office located at AL-9, 15th lane, Khayaban-e-Hilal, Phase VII, DHA, Karachi on the Other Part.

WHEREAS the KMC invited Expression of Interest from the consulting firms through Press and their short listing for Vetting of Design and Construction Supervision of the proposed Flyover at Water Pump, Shahrah-e-Pakistan, Karachi.

AND WHEREAS out of the technical and financial proposals of the short listed consulting firms, the "Consultant" secured the highest ranking as per decided criteria.

NOW THEREFORE THE PARTIES hereby agree as follows:

1. Services

- (i) The Consultant shall perform the services specified in Annex A, "Scope of Services," which is made an integral part of this Contract ("the Services").
- (ii) The Consultant shall provide the reports as defined in Scope of Services attached as Annex A, and the personnel listed in Annex B, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
- (iii) The following documents attached hereto shall be deemed to form an integral part of this Contract.
 - a) The General Conditions of Contract
 - b) The Special Conditions of Contract
 - c) The following Annexures:

CHIEF ENGINEER
20/08/2012



GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

1.2 Law Governing Contract

CHIEF ENGINEER (CM)
Engineering Department
Karachi Corporation

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



1.3 Language

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

1.4 Notices

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

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

1.5 Location

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

1.6 Authority of Member in Charge

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

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time specified after the Effective Date as specified in the SC.



2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the PA

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

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

2.6.2 By the Consultant

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

- a. If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.

CHIEF ENGINEER (CM)
Engineering Department
Karachi Metropolitan Corporation



- h. Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment overdue.
- c. If, as the result of Force Majeure, the Consultant is unable perform a material portion of the Services for a period of not less than sixty (60) days-
- d. If the PA fails to comply with any final decision reached as result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

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

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.



3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring PA's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Annexure B, and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PA the reports and documents specified in hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the PA

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

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

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

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4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

5. Obligations of the PA

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law Related to Taxes and Duties

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

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Security

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

6.2 Lump-Sum Payment

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

6.3 Contract Price

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

6.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, the breakdown of the lump sum price is provided in Annex B.



**6.5 Terms and
Conditions of
Payment**

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

**7. GOOD FAITH
7.1 Good Faith**

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


8. SETTLEMENT OF DISPUTES

**8.1 Amicable
Settlement**

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

**8.2 Dispute
Resolution**

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


CHIEF ENGINEER (CM)
Engineering Department
Karachi Metropolitan Corporation



III. Special Conditions of Contract

- Number of GC Clause**
- 1.1** Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
- Procuring Agency PA means Karachi Metropolitan Corporation (KMC)
- 1.3** The language is English :
- 1.4** The addresses are:
- Procuring Agency : 4th Floor, Civic Center, Gulshan-e-Iqbal, Karachi.
- Attention : Chief Engineer (Contract Management)
- Facsimile :
- E-mail : fmjunejo2000@hotmail.com
- Consultant : AL-9, 15th Lane, Khayaban-e-Hilal, Phase VII, DHA, Karachi.
- Attention : Tanveer Ahmed, Director, EA Consulting (Pvt.) Ltd
- Facsimile : 021-35841637 & 021-35841825
- E-mails : highways@eaworld.com & tanveer@eaworld.com
- 1.7** The Authorized Representatives are:
- For the KMC:
- For the Consultant: Mr. Aamir Rafat Siddiqui
- 2.2** The date for the commencement of Services shall be within seven (07) days of signing of the Contract.
- 2.3** The time period shall be 1 month for Vetting of Design and 8 months for Construction Supervision.
- 1.4** The risks and the coverage shall be as follows:
- Third Party liability insurance, with a minimum coverage of PKR 200,000/- per occurrence,
 - Professional liability insurance, with a minimum coverage of remuneration of the Consultant excluding out of pocket expenses;
 - Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
 - insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, Full Replacement Cost (ii) any documents prepared by the Consultant in the performance of the Services, Full Replacement Cost incurred on the reproduction of any such document.

3.7 (b)

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

6.1

Performance Security shall be at the rate of 2%.

6.3

The amount in Pak Rupees 10,232,000/-

6.5

The accounts for local currency is :

SWIFT Address	UNILPKKA
Bank Name	United Bank Limited
Branch ID	1620
Account	010-2391-9
Title	EA Consulting (Pvt.) Limited

Payments shall be made according to the following schedule:

A Vetting of Design Phase

100% payment after completion of Vetting of Design

B Modification/Rectification in Design

100% payment after completion of modification / rectification in Design, if required.

C Construction Supervision Phase

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

8.2

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


The Arbitration shall take place in Karachi.

[Handwritten signature and date 2019]



Annexure A

Scope of Services including Project Implementation Schedule,
Project Staffing Requirements, Project Deliverables /
Reporting Requirements, Facilities during Construction
Supervision Phase and Additional Services etc


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Engineering Department
Karachi Metropolitan Corporation



ANNEXURE-A

SCOPE OF SERVICES

The services of the consultant will fall in three stages:

- Vetting of Design
- Modification/Rectification in Design (if required)
- Detailed Construction Supervision.

Before the commencement of Vetting of Design, KMC shall submit to the Consultant, all the relevant survey data, design, drawings, reports etc. either prepared by the original design consultant or obtained from any other source.

Part A: VETTING OF DESIGN

1. DESIGN REVIEW

The Consultant shall carry out a review of design and construction documents, obtained from KMC during the kick-off set of activities. The objective of this review shall be to examine the design, drawings.

More often than not, underground and overhead utilities are usually a frequent source of problems and delays on projects. The Consultant shall pay close attention to the manner in which this aspect has been handled in the design. Points of concern shall be noted for subsequent intimation to the KMC.

The design document review and correction shall, however, not absolve the original designers of their responsibility for sufficiency, conformity, completeness and accuracy of their design.

This will afford an opportunity to the KMC to order modifications in the design well before time, if cost overruns or other problems are being anticipated as a result of the design review.

Design review shall consist of the following:

1. Review of General Arrangement
2. Review of Design Criteria & Specification
3. Review of Geometrical Design
4. Review of Geotechnical Data
5. Review of the Bridge sub-structure
6. Review of the Bridge Super Structure.
7. Review of Retaining Walls.
8. Review of Traffic Diversion Plan
9. Review of Electrical Design
10. Checking & Review of Construction Drawing

PART B: MODIFICATION/RECTIFICATION IN DESIGN

If after vetting of design by the Consultant, it warrants the need for modification / rectification in the design of any component of the project, the Consultant shall carry out the same as per the applicable relevant codes, in order to economise the design as well as keeping the factor of safety in consideration. Since the quantum of work of modification/rectification in design will be apparent after the vetting of design, hence the cost of services for this activity will be agreed mutually between both the parties, as per the required amount of work.

PART C: CONSTRUCTION SUPERVISION

1. OBJECTIVES

The overall objective is to ensure that high quality construction is achieved in time within the budget allocation and that all work is carried out in full compliance with the approved engineering design, technical specifications, agreed work schedule, in accordance with the terms and conditions of the contract documents and as per engineering practices.



ANNEXURE-A

2. GENERAL DUTIES AND RESPONSIBILITIES OF THE CONSULTANTS

The Consultant shall be designated as the "Engineer / Engineer's Representative" (as defined in the Contract Agreement for Construction) for all civil and allied works supervision under the project. The Consultant shall administer the civil work contract, make engineering decisions, be responsible for quality assurance, provide general guidance and furnish timely response to the Contractor in all matters relating to the civil works, and ensure that all clauses of the Contract Agreement between the civil works Contractor and the Karachi Metropolitan Corporation (KMC) are respected.

The Consultant shall advise KMC on all matters relating to the efficient and successful execution of the civil works contracts, and shall act at all times so as to protect the interests of the project and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound economic and engineering practices.

3. SERVICES

The services of the Consultant shall include, but not necessarily be limited to the following:

a. Survey Work

- i. The Consultant shall be responsible to obtain the bench marks and other information from the Design Consultant as required for commencement of construction activities.
- ii. If necessary, carry out modifications in survey and stakeout. Also revise Right of Way limit for the purpose of land acquisition and relocation of utilities where required.
- iii. The Consultant shall supervise and verify the following works:
 - a. Stake out of the Centreline, ROW limits and relocation of roadway structure and appurtenances.
 - b. Setting of Grade-stakes
 - c. Relocation of permanent monuments in the construction.
 - d. Without relieving the Contractors of their obligations under the Contract, review and approve the traffic management and safety plan, and ensure compliance such that the Works are carried out at all times in a safe and secure manner and damage or injury to persons or property is avoided.

b. Rules and Regulations

The Consultant shall ensure that all Federal Government and Provincial Government rules as well as Local rules and regulations applicable to the Works are followed. The Consultant shall issue necessary instructions to this effect, to the Contractor on behalf of the KMC.

c. Supervision Responsibility

The responsibility of supervision shall rest with the Engineer who shall issue instructions in writing to the Consultant for the supervision of Works as per the Contract. Consultant shall prepare all change orders deemed necessary due to site condition upon instruction of Engineer and shall further assist the Engineer in negotiations necessary for execution of the changes. Such revisions shall be encouraged which result in improved project performance and cost reduction.

d. Construction Supervision

The Consultant shall be fully responsible that the Works are executed in accordance with the plans and conform to the specifications. The Consultant shall carry out the supervision according to the following:

- i. That all soils and construction materials incorporated into the Works are properly tested and comply with approved specifications.
- ii. That all the Works completed are inspected by the supervisory staff.
- iii. That Works comply with the approved Specifications, Work Methodology, sound engineering practices and in accordance with provisions of the Contract Documents.
- iv. That Contractor complies with the Conditions of Contract with reference to

CHIEF ENGINEER (C/M)

2019



ANNEXURE-A

- v. That quantity measurements and quality control are in full compliance with the stipulations of the Contract.
- vi. That the laboratory equipment is in working condition at all times.
- vii. Ensure that necessary services are provided corresponding to the Contractor's Schedule of Work without any delays caused on the part of the Consultants.
- viii. Timely assistance and directions are provided to the Contractor in all matters relating to ground survey controls, quality control, testing and other matters relating to the performance and progress of the project.
- ix. Assure quality of the works during construction, continuously inspect the soils and materials, construction operations and the works with regard to workmanship and compliance with the specifications.
- x. Evaluate Portland Cement Concrete and bituminous mixture designs prepared by the Contractor and recommend improvements (if any) to ensure the desired performance and accord thereof.

c. Checking and Inspections

- i. Assess, maintain and regularly update list of Contractor's construction equipment and ensure that the same complies with the list of equipment submitted by the Contractor with his bid or as per subsequent commitments.
- ii. Jointly inspect the Works with the KMC and / or the Engineer and assist in formal handing over and provide a report certifying satisfactory completion of the Works.
- iii. Inspect and evaluate all installations, housing, medical clinics or dispensaries, shops, warehouses, equipment and other accommodations of the Contractor to ensure compliance to the terms and conditions of the Contract.
- iv. Make arrangements for inspection of sites and project office for Employer's staff and ensure that all relevant information is available and detailed progress report discussed before site inspections are undertaken.
- v. Where the maintenance period of the construction contract is completed within the period covering the Consultant's contract, the Consultant shall carry out maintenance inspection with the KMC and assist in planning of remedial / maintenance Works and their supervision. This shall be done by nominated staff of the Consultant.
- vi. Assure submission and advise on the adequacy of the Contractors' insurance policies, performance bonds, and advance payment guarantees.
- vii. Carry out continuous inspections at the locations where construction activity is in progress.

f. Reviews, Verifications and Records

- i. Assure the receipt of and maintain permanent record under terms and conditions of the Contract Documents for materials including their source and equipment accepted and incorporated in the project.
- ii. Maintaining up-to-date progress schedules in the form of bar charts and other appropriate systems indicating the major items of work being performed according to the Work Program / Schedule approved by the Employer.
- iii. Review the Contractor's proposed Work Schedule and issue recommendations for acceptance or rejection of the same as the case may be.
- iv. Verify the quality of work performed by the Contractor and submit the report thereto including certification for release or otherwise of the Performance Guarantee.
- v. Assure the receipt of and maintain as permanent records of all warranties required under terms and conditions of the Contract Agreement for materials including their source and equipment accepted and incorporated in the project.
- vi. Establish a comprehensive system of maintaining site records including correspondence, survey data, inspection records, test data, site diaries, records of meetings, financial records, progress records etc.

ANNEXURE-A

g. Progress and Other Reports

- i. Prepare and submit Monthly Progress Reports to the KMC through the Engineer on a format as provided by the KMC. The progress report format includes various chapters and contains guidelines of the contents to be included in the Monthly Progress Report, which shall be adhered to strictly.
- ii. The Consultant shall produce necessary technical reports and position papers dealing with technical matters arising during the project.
- iii. The Consultant shall prepare variation orders for the modified work during construction with approval from the KMC.

h. Payment Certificate

- i. Prepare monthly contract payment estimates and prepare narrative progress reports and certifications for payment for approval of the KMC or Engineer including up to date cost estimates projected for construction and supervision till completion of the project and comments on Contractor's program.
- ii. Verify and certify work done for each Interim Payment Certificate in the form approved by the KMC as Standard IPC Processing Proforma in addition to the existing practice.

i. Cooperation, Assistance and Joint Measurement

- i. Assist KMC / Engineer with interpretation of Drawings Contract Documents, more particularly with respect to any disputes with the Contractor or other affected parties.
- ii. Inform Employer / Engineer of problems or potential foreseen problems which may arise in connection with the construction contract and recommend appropriate solution(s) to overcome the same.
- iii. Evaluate and make recommendations for the Engineer's actions with respect to claims, disputes, extension of time and other changes outside the scope of work of the Contractor. The recommendations must be supported by necessary provisions of the contract and irrespective of acceptance or rejection of the claims by Engineer, the exact quantification of claims. Further in case of extension of time clear recommendations based on the actual site conditions and unambiguous appraisal of the extension of time with further recommendations of making it conditional or otherwise must be submitted.
- iv. Respond to the requests made by the KMC for application of special attention to any area / activity or in other matter, which is deemed important by the KMC.
- v. Recommend interim payment request and carry out joint measurements with the Contractor for preparing a document, which clearly and accurately describes the work done and payments due.
- vi. Participate in accepting the completed Works and prepare a Final Report testifying and certifying the acceptability of the completed Works.
- vii. Cooperate with the KMC, the Engineer and the Contractor in the use where required of, project-wide standardized or computerized methods, formats or programs of reporting physical or financial progress or forecasts.
- viii. Prepare format required for training of the Inspectors and field officer in the application of quantity and quality controls, work programs implementation, construction management, contract administration etc.

CHIEF ENGINEER (CM)
Engineering Department
Karachi Metropolitan Corporation



ANNEXURE-A

j. Deliverables

All deliverables completed in all respect shall be submitted to the KMC with necessary verification or certifications within the construction period, except for Monthly Progress Reports, which shall of course be submitted on monthly basis. Following deliverables are required to be provided by Consultant:

- i. X-Section (every 50 meters) submitted by the Contractor, checked and approved by the Consultant/the Engineer.
- ii. As-built Drawings submitted by the Contractor, after review and approval by Consultant, showing remedial works proposed.

PROJECT IMPLEMENTATION SCHEDULE

Project implementation schedule for the above mentioned scope of work is as follows:

- | | |
|--|-------------|
| (a) Vetting of Design | 01 Month |
| (b) Modification / Rectification in Design | If required |
| (c) Construction Supervision | 08 Months |

PROJECT STAFFING REQUIREMENTS

The Consultant is expected to provide the following personnel for the time period for Construction Supervision Phase.

S.#	Position	Qty.	Man-Month
A) Consultant's Home Office			
1	Project Manager / Team Leader	1	2
2	Bridge / Structure Engineer	1	2
3	Traffic Management Expert	1	1
4	Road Design Engineer	1	1
5	Pavement Design Engineer	1	0.5
B) Construction Supervision Site			
6	Resident Engineer	1	8
7	Assistant Resident Engineer	1	8
8	Material Engineer	1	8
9	Quantity Surveyor	1	8
10	Site Inspector (Civil)	4	32
11	Site Inspector (Electrical)	1	3
12	Surveyor	1	8
12	Helper / Office Boy	3	24
13	Lab Technician	2	16

CHIEF ENGINEER (CM)
Eng. Farooq Ahmad
Karachi Water & Sewerage Corporation



ANNEXURE-A

PROJECT DELIVERABLES

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

- | | | |
|---|--|----------|
| (a) Vetting of Design Phase | | |
| Vetted Design / Drawings..... | | 3 copies |
| (b) Modification/Rectification in Design Phase (if required) | | |
| Modified /Rectified Drawings..... | | 3 copies |
| (c) Construction Supervision Phase | | |
| Monthly Progress Report..... | | 3 copies |

FACILITIES DURING CONSTRUCTION SUPERVISION PHASE

KMC will provide the following inputs and facilities:

- i) The Administrative facilities in performing the services.
- ii) Documents related to the project available in the Department / Authority.
- (ii) Furnished Site Office shall be provided through Construction Contract/KMC.
- (iii) Material testing laboratories (central and field) including furnishing, equipment, their maintenance and utilities will be provided through Civil Work Contract.
- (iv) Survey Equipments including maintenance will be provided through Civil Work Contract.

[Handwritten signature]
20/11/2012
KMC



Annexure B

Cost Estimates for Vetting of Design, Modification /
Rectification in Design and Construction Supervision Phases
with list of Personal and Rates

9
20/9/2012

Handwritten text, possibly a signature or initials, and a date stamp.



ANNEXURE-B

SUMMARY OF COSTS

Sr. No.	Description	Amount (Rs.)
1	Vetting of Design (Lump Sum)	400,000
2	Modification / Rectification in Design (Lump Sum) *	200,000
3	Supervision Cost	9,632,000
Total =====>		10,232,000
PKR Ten Million Two Hundred Thirty Two Thousand only		

* At this stage the Consultancy Charges for Modification / Rectification in Design can not be calculated, however it shall be agreed with client after the determination of quantum of work.


20/9/2012
CHIEF ENGINEER (CM)
Engineering Department
Karachi Metropolitan Corporation



ANNEXURE-B

SUPERVISION COST

Sr. No.	Designation	Months	Persons	Total Staff / Month	Salary / Month (Rs.)	Total Salary (Rs.)
A - Consultant's Home Office						
1	Project Manager / Team Leader	8	0.25	2.00	300,000	
2	Bridge / Structure Engineer	8	0.25	2.00	200,000	
3	Traffic Management Expert	2	0.5	1.00	200,000	
4	Road Design Engineer	2	0.5	1.00	200,000	
5	Pavement Design Engineer	1	0.5	0.50	200,000	
Home Office Support @ Rs. 75,000/- per month					Total (A) =====>	600,000
B - Construction Supervision Site						
6	Resident Engineer	8	1	8.00	290,000	920,000
7	Assistant Resident Engineer	8	1	8.00	130,000	1,040,000
8	Material Engineer	8	1	8.00	120,000	960,000
11	Quantity Surveyor	8	1	8.00	110,000	440,000
12	Site Inspector (Civil)	8	4	32.00	80,000	2,560,000
13	Site Inspector (Electrical)	3	1	3.00	80,000	240,000
14	Surveyor	8	1	8.00	85,000	680,000
15	Helper / Office Boy	8	3	24.00	18,000	432,000
16	Laboratory Technician	8	2	16.00	60,000	960,000
					Total (B) =====>	8,232,000
C - Direct Costs						
Sr. No.	Description	Cost (Rs.)				
1	Operational Cost for Site Office @ Rs. 40,000/- per month	320,000				
2	Vehicle (Rental) Inclusive of Driver, POL, Maintenance & Repair @ Rs. 60,000/- per month	480,000				
					Total (C) =====>	800,000
					Total Supervision Cost (A+B+C) =====>	9,632,000

Note: - Furnished Site Office shall be provided through Construction Contract / KMC



[Signature]
CHIEF ENGINEER (CM)
Engineering Department
Karachi Metropolitan Corporation

Annexure C
Work Schedule



2019  

Secretary, Government of Sindh
Ministry of Local Government, Housing & Urban Development

ANNEXURE-C

Work Schedule

Consultancy Services for Vetting of Design and Supervision for the work of
Construction of Flyover at Water Pump Shahrah-e-Pakistan, Karachi

Work Schedule

Sr. No.	Activity	Timeline (Months)								
		1	2	3	4	5	6	7	8	9
	Vetting of Design Phase	Construction Supervision Phase								
	Vetting of Design Phase	[Redacted]								
	Construction Supervision Phase	[Redacted]								



9/11/2019

Annexure D

Integrity Pact


29/9
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Engineering Department
Karachi Metropolitan Corporation



ANNEXURE-D

INTEGRITY PACT

Contract No.

Dated:

Contract Value: Rs. 10,232,000

Contract Title: **Consultancy Services for Vetting of Design and Supervision for the work of Construction of Flyover at Water Pump Shahrah-e-Pakistan, Karachi.**

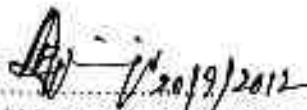
EA Consulting (Pvt) Limited hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS)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

Without limiting the generality of the foregoing, **EA Consulting (Pvt) Limited** 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 Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

EA Consulting (Pvt) Limited accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

EA Consulting (Pvt) Limited 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **EA Consulting (Pvt) Limited** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **EA Consulting (Pvt) Limited** 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 PA.



Karachi Metropolitan Corporation
CHIEF ENGINEER (CM)
Engineering Department
Karachi Metropolitan Corporation



EA Consulting (Pvt.) Ltd





KARACHI METROPOLITAN CORPORATION
OFFICE OF THE SUPERINTENDING ENGINEER (CM)
ENGINEERING DEPARTMENT

4th Floor, Room No. C-412, Civic Centre, Gulshan-e-Iqbal, Karachi

No. SE/CM/Engg. Dept/KMC/1757/12

Date: 30-7-12

BID EVALUATION REPORT

(In Compliance of Clause 15 SPP Rules 2010)

1. Name of Procuring Agency: Karachi Metropolitan Corporation
2. Tender Reference No: EOI NO. SE/CM/Engg. Dept/KMC/S-II/ 239 /12 Dated: 13-03-2012
3. Tender Description/Name of work/item: CONSULTANCY SERVICES FOR THE WORK OF "CONSTRUCTION OF FLYOVER AT WATER PUMP SHAHRAH-E-PAKISTAN, KARACHI"
4. Method of Procurement: Single Stage - Two Envelope Procedure
5. Tender Published: Daily Aamir, Daily South Asian, dated 15-03-2012 & Daily Awami Awaz dated 16-03-2012 and Corrigendum Daily Dawn dated 30-03-2012 etc, and SPPRA Website ID # 7186/2012
6. Total Bid documents Sold: 08 Nos.
7. Total Bids Received: 07 Nos.
8. Technical Bid Opening date: (if applicable) 06-07-2012 *(Provide details in separate form)*
9. No. of Bid technically qualified (if applicable): 07 Nos.
10. Bid (s) Rejected: NIL (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 20-07-2012

KRM

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. Karachi Metropolitan Corporation
- 2) PROVINCIAL GOVT / LOCAL GOVT. / OTHER KMC/Provincial ADP 2012-13
- 3) TITLE OF CONTRACT **Consultancy Services for the vetting of Design & Supervision for the work of "Construction of Flyover at Ayesha Manzil Shahr-e-Pakistan, Karachi.**
- 4) TENDER NUMBER EOI No. SE/CM/Engg. Deptt/KMC/S-II/239 (Sr #3)
- 5) BRIEF DESCRIPTION OF CONTRACT The scheme is part of overall development of Karachi initiated by the present Government under the infrastructure development programme. A number of infrastructures are to be constructed to achieve a long life and international standard infrastructure.
This is an important intersection where the main access of Sohrab Goth is in North East direction and in the South West Shahr.
- 6) FORUM THAT APPROVED THE SCHEME Not applicable
- 7) TENDER ESTIMATED VALUE Not applicable
- 8) ENGINEER'S ESTIMATE Not applicable
(For Civil Works only)
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 08 Months
- 10) TENDER OPENED ON (DATE & TIME) 20-07-2012
- 11) NUMBER OF TENDER DOCUMENTS SOLD 08 Nos.
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED Seven (07 Nos)
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Seven (07 Nos)
- 14) BID EVALUATION REPORT Attached
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER **Ms EA Consulting (Pvt) Limited**
Al-09, 15th Lane, Khayaban-e-Hilal, Phase-VII, Defence Housing Authority Karachi.
- 16) DATE OF CONTRACT SIGNING 20-09-2012
(Attach a copy of agreement)

17). CONTRACT AWARD PRICE

Rs. 1,01,50,000/-

18). RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT

(i.e. 1st, 2nd, 3rd EVALUATION BID)

1st Lowest EA Consulting (Pvt) Limited

19). METHOD OF PROCUREMENT USED:- (TICK ONE)

- a) SINGLE STAGE - ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE - TWO ENVELOPE PROCEDURE _____ ✓
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE - TWO ENVELOPE BIDDING PROCEDURE _____
- e) IN CASE OF CONSULTANCY:
- (i) Least Cost _____
- (ii) QCBS _____
- (i) QBC _____
- (ii) QOS _____

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

20). APPROVING AUTHORITY FOR AWARD OF CONTRACT

21). WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes No

22). ADVERTISEMENT:

i). SPPRA Website
(If yes, give date and SPPRA's tender number)

Yes	<input checked="" type="checkbox"/>
No	ID # 7186/2012

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

Yes	Daily Inmat, Daily Sindh Affairs dated 15-03-2012 and Daily Awami Awaz dated 16-03-12 & Corrigendum in Daily Dawn dated 30-05-2012 etc.
No	

23). NATURE OF CONTRACT

Local Int.

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

Yes No

25). WHETHER BID EVALUATION CRITERIA

Yes No

WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?

(If yes, enclose a copy)

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

Yes	✓	No	
-----	---	----	--

27) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	✓	No	
-----	---	----	--

28) WHETHER THE SUCCESSFUL BIDDER WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of consultancies)

Yes	✓	No	
-----	---	----	--

29) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?

Yes	✓	No	
-----	---	----	--

30) WHETHER INTEGRITY PACT WAS SIGNED? (If yes, enclose a copy)

Yes	✓	No	
-----	---	----	--

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

Yes	✓	No	
-----	---	----	--

32) WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS? (Attach copy of the bid evaluation report)

Yes	✓	No	
-----	---	----	--

33) WAS ANY NEGOTIATION DONE IN VIOLATION OF PPRA / OTHER APPLICABLE RULES (If yes, give reasons)

Yes	
No	✓

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

Yes	
No	✓

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

Yes	
No	✓

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

Yes		N. A.
No		

37) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give details)

Yes	
No	✓

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

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

39) 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"/>
-----	--------------------------	----	-------------------------------------

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

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

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

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

Signature & Official Stamp of
Authorized Officer

FOR OFFICE USE ONLY

T. R. Khan
(C.M.) K. M. G.

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



KARACHI METROPOLITAN CORPORATION
OFFICE OF THE SUPERINTENDING ENGINEER (CM)
ENGINEERING DEPARTMENT

No. SE/CM/Engg. Deptt/KMC/ 272 /2012

Dated: 20-9-12

To,
M/s EA Consulting (Pvt) Ltd.,
AL-09, 15th Lane, Khayaban-e-Hilal,
Phase-VII, Defence Housing Authority
Karachi

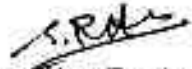
WORK ORDER

Subject:- **CONSULTANCY SERVICES FOR THE VETTING OF DESIGN & SUPERVISION FOR THE WORK OF "CONSTRUCTION OF FLYOVER AT AYESHA MANZIL SHAHRAH-E-PAKISTAN, KARACHI".**

Reference:

1. Reference: Acceptance letter No. SE/CM/Engg. Deptt/KMC/811/2012 dated 27-08-2012.
2. Agreement Executed on 20-09-2012
3. Sanctioned Cost Rs.1,01,50,000/- (Rupees One Crore One Lac Fifty Thousand only).

Since contract agreement for the above-mentioned work has been executed, you are advised to start the work forthwith and complete the same within the stipulated time of **08 Months** strictly as per conditions of the contract.


Superintending Engineer (CM),
Karachi Metropolitan Corporation

C.C. TO:-

1. Director General (TS), KMC.
2. Chief Engineer (CM), KMC
3. Project Director(Bridge & Flyovers), KMC
4. Superintending Engineer (I&QC), KMC.
5. AAO (Engineering Department), KMC.
6. Dy. District Officer (Accounts) Engg. Deptt. KMC.
7. Secretary to Administrator, KMC.
8. PS to M.C. KMC.

NOTE SHEET

(3)


Para

Reference

Subject: CONSULTANCY SERVICES FOR VETTING OF DESIGN AND SUPERVISION FOR THE WORK OF CONSTRUCTION OF FLYOVER AT AYESHA MANZIL SHAHRAH-E-PAKISTAN, KARACHI.

16

In response to the acceptance letter No.SE/CM/Engg. Deptt/KMC/811/2012 dated 27-08-2012 the Consultant M/s EA Consulting (Pvt) Ltd. has signed the Contract Agreement which is placed below for counter sign please.


20/9
Superintending Engineer (CM), KMC

17

Chief Engineer (CM), KMC

Agreement signed.

18

SE (CM)


20/9/2012


20/9

19

AEE (CM)

NOTE SHEET

(2)

کراچی متروپولیٹن کارپوریشن
 F- 41/5
 13/8/12 تاریخ

Reference

Pages

M/s E.A. Consulting (Pvt.) Ltd. have attained the highest combined weighted technical and financial score according to the criteria mentioned in the RFP and therefore the same is recommended by the Committee for award of work amounting to Rs.1,01,50,000/-.

In view of above, the approval to award the "Consultancy Services for the Vetting of Design & Supervision for the work of Construction of Flyover at Water Pump Shahrah-e-Pakistan, Karachi" under relevant budget at the total cost of Rs. 1,01,50,000/- (Rupees One Crore One Lac Fifty Thousand only) is solicited

The contract agreement shall be executed after the fulfillment of the relevant SPP Rules 2010.

T.R.A.
 Superintending Engineer (CM), KMC

Chief Engineer (CM), KMC.

D.S. (TS)

*Recd
 8/8*

6/8/2012

M.C. K.M.C

[Signature]
 10/8

Administrator
 KMC

7/13/8

*MC
 T*

[Signature]
 17/8

D.S. (TS):

*Recd
 17/8*

CE (CM)

24/8/2012

CE (CM)

Office of The
 Metropolitan Commissioner
 Karachi Metropolitan Corporation
 DAIRY NO. 83/5
 DATE 9-8-12

Office of The
 Metropolitan Commissioner
 Karachi Metropolitan Corporation
 DAIRY NO. 83/3
 DATE 15-8-12

DATE 24/8/12
 NO. 2039/12
 13

*Average
 1/12/12
 CE/CM/ED/KMC
 1571/12
 DATED 24/8/12*

*CE/C
 INWARD NO. 490
 DATED 05/8/12*

*CE/TS: KMC
 322/1
 10/7/08
 12*

*3330
 17-0-2012
 13*

15

10

11

12

13

14

15

NOTE SHEET

(1)

Reference

Pages

Subject: CONSULTANCY SERVICES FOR THE VETTING OF DESIGN & SUPERVISION FOR THE WORK OF "CONSTRUCTION OF FLYOVER AT AYESHA MANZIL SHAHRAH-E-PAKISTAN, KARACHI".

The NIT (Flag A) for the subject Consultancy Services called through press on single stage two envelope procedure was published in Daily Dawn dated 16-03-2012, Daily Ummat & Daily Sindh Affairs dated 15-03-2012, Daily Awami Awaz dated 16-03-2012. However in view of the advice received from SPPRA, the same was converted into EOJ through Corrigendum that was published in Daily Dawn dated 30-07-2012 etc and uploaded on the SPPRA web site bearing ID # 7186/2012.

After the process of short listing, Technical and Financial proposals of the subject consultancy project were invited from the qualifying consultants on Quality & Cost Based Selection (QCBS) method for vetting of Design & Supervision on QCBS (80:20) procedure as per SPP Rules-2010.

The evaluation Committee has scrutinized the Technical Proposals of consultants, which were opened on 04-07-2012 with the following result:

S#	NAME OF FIRM	MARKS OBTAINED (Out of 100 Marks)	REMARKS
1	M/s E.A. Consulting (Pvt.) Ltd.	94	Qualified
2	M/s NESPAK (Pvt.) Ltd.	93	Qualified
3	M/s A.A. Associates	93	Qualified
4	M/s Techno Consult International	93	Qualified
5	M/s Umar Munshi Associates	89	Qualified
6	M/s Loya Associates	79	Qualified
7	M/s Professional Engineering Associates	72	Qualified

The Financial Proposals of the technically qualified consultants were opened by the Tender Opening Committee on 20-07-2012 in the presence of the consultants/firm representatives. The total score of every bid was calculated as per formula $(S=S_t \times 0.80 + S_f \times 0.20)$ already included in the RFPs provided to the Short Listed firms.

S#	NAME OF FIRM	QUOTED AMOUNT	Total Score ($S=S_t \times 0.80 + S_f \times 0.20$)
1	M/s E.A. Consulting (Pvt.) Ltd.	Rs.1,01,50,000/-	93.40
2	M/s NESPAK (Pvt.) Ltd.	Rs.1,63,31,392/-	85.71
3	M/s Techno Consult International	Rs.1,73,60,165/-	85.04
4	M/s A.A. Associates	Rs.1,64,97,000/-	85.60
5	M/s Umar Munshi Associates	Rs.92,37,500/-	91.20
6	M/s Loya Associates	Rs.1,65,09,914/-	74.39
7	M/s Professional Engineering Associates	Rs.1,09,90,910/-	74.41

Rs. 30,400/-

CONTRACT AGREEMENT

**Consultancy Services for Vetting of Design and
Supervision for the work of Construction of Flyover at
Ayesha Manzil Shahrah-e-Pakistan, Karachi**

between



KARACHI METROPOLITAN CORPORATION

and



EA CONSULTING (PVT.) LTD.

September 2012

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CHIEF ENGINEER (CM)
Karachi Metropolitan Corporation

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CHIEF ENGINEER (CM)
Engineering Department
Karachi Metropolitan Corporation



30/09
No. 13
20/12

AZAM ALAM STAMP VENDER
Licence No 78 G-7 Spanish Homes
Phase 1 D.H.A Karachi

Sl. No. 1747 Date
Issued To: EA Consulting (Pvt.) Limited
Through With Address
Purpose
Value Rs. 500/- Attached
Stamp Vender Signature

Contract Agreement

Consultancy Services for Vetting of Design and Supervision for the work of Construction of Flyover at Ayesha Manzil Shahrach-e-Pakistan, Karachi.

THIS Contract Agreement (hereinafter called the "Contract") is made on the 20th day of September 2012, between Karachi Metropolitan Corporation through its Chief Engineer (Contract Management) (hereinafter called "KMC" which expression wherever used in this context shall mean and include its successors and assignees), having its Head Office in Civic Center Building, Gulshan-e-Iqbal, University Road, Karachi on the One Part and M/s EA Consulting Pvt Ltd through its Director (hereinafter called the "Consultant" which expression wherever used in this context shall mean and include its successors, representative and assignees), having their Principal Office located at AL-9, 15th lane, Khayaban-e-Hilal, Phase VII, DHA, Karachi on the Other Part.

WHEREAS the KMC invited Expression of Interest from the consulting firms through Press and their short listing for Vetting of Design and Construction Supervision of the proposed Flyover at Ayesha Manzil, Shahrach-e-Pakistan, Karachi.

AND WHEREAS out of the technical and financial proposals of the short listed consulting firms, the "Consultant" secured the highest ranking as per decided criteria.

NOW THEREFORE THE PARTIES hereby agree as follows:

I. Services

- (i) The Consultant shall perform the services specified in Annex A, "Scope of Services," which is made an integral part of this Contract ("the Services").
- (ii) The Consultant shall provide the reports as defined in Scope of Services attached as Annex A, and the personnel listed in Annex B, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
- (iii) The following documents attached hereto shall be deemed to form an integral part of this Contract.
 - a) The General Conditions of Contract
 - b) The Special Conditions of Contract
 - c) The following Annexures:

CHIEF ENGINEER (CONTRACT MANAGEMENT)
Karachi Metropolitan Corporation
20/9/12





AZAM ALAM STAMP VENDER
Licence No 78 Gr7 Sangan Homes
Phase 1 DINA Karachi

06 JUL 2012

Stamp No. 1750 Date
Issued To EA Consulting (Pvt.) Limited
Through With Address
Purpose
Value Rs. 20/- Attached
Stamp Vender Signatures

- Annex A: Scope of Services including Project Staffing Requirements, Project Deliverables / Reporting Requirements, Facilities during Construction Supervision Phase and Additional Services etc;
- Annex B: Cost Estimates for Vetting of Design, Modification / Rectification in Design and Supervision Phase with list of Personnel and Rates
- Annex C: Work Schedule
- Annex D: Integrity Pact

2. Term The Contract becomes effective from the date of signing of Contract by both the parties. Time period for vetting of design is 1 month while the time for construction supervision services is 8 months.

3. Payment
A. Ceiling
For Services rendered pursuant to Annex A, the KMC shall pay the Consultant an amount not to exceed **Rs. 10,150,000 /- (Rupees ten million one hundred and fifty thousand only)**. This amount has been established and based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

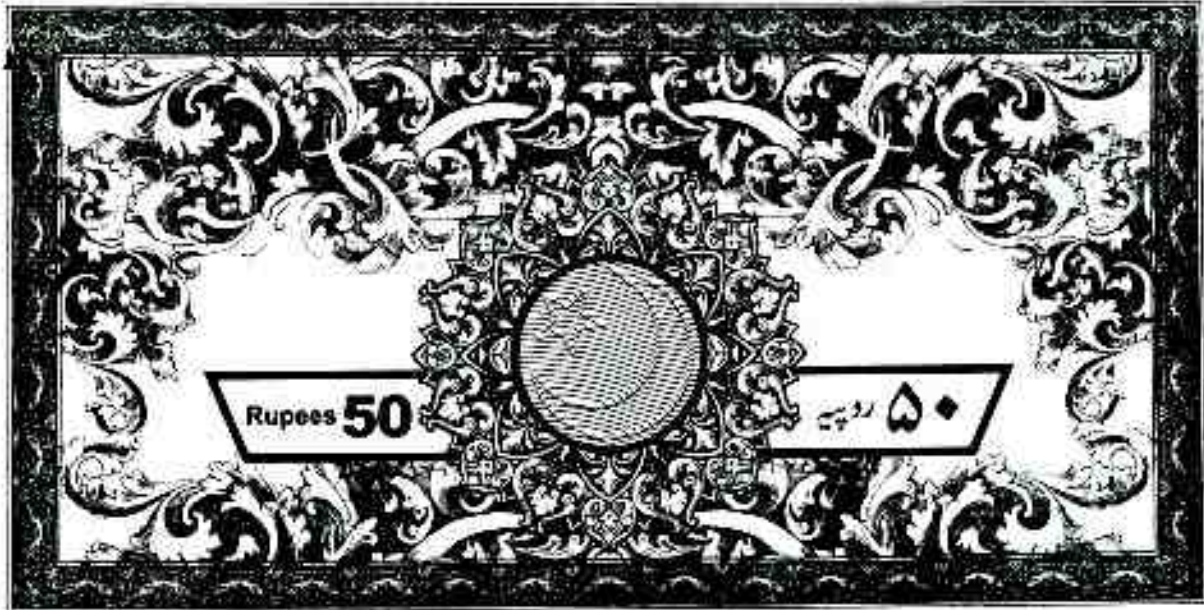
B. Payment Conditions
Payment shall be made in Pak Rupees not later than 20 days following submission by the Consultant of invoices in duplicate to the Project Director designated.

4. Project Administration
A. Coordinator
The Project Director or any other official designated and authorized by Karachi Metropolitan Corporation; shall be responsible for the coordination of activities under the Contract, for receiving and payment of invoices, and for acceptance of the deliverables by the Consultant.

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

CHIEF ENGINEER
20/9/2012
Karachi Metropolitan Corporation





AZAM ALAM STAMP VENDER
Licence No.78 G-7 Spanish Homes
Phase 1 D.H.A Karachi

06 AUG 2012

S No. 9557 Date.....
 Issued To EA Consulting (Pvt.) Limited
 Through With Address.....
 Purpose.....
 Value Rs. 50 Attached.....
 Serial/ Vendor Serial No. 11

Governing Contract and Language
 The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

12. Dispute Resolution
 Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

Whereas agreement shall be effective from the date of deployment of supervisory staff by the Consultant / Date of Work Order / Date of Agreement, whichever is earlier.

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

FOR AND BEHALF OF KMC

FOR AND BEHALF OF CONSULTANT

Signed by: [Signature] 20/9/2012
 Title: Chief Engineer (Contract Management)
 Karachi Metropolitan Corporation (KMC)
 Civic Centre Building, Gulshan-e-Iqbal
 University Road, Karachi.

Signed by: [Signature]
 Title: Director
 EA Consulting (Pvt.) Ltd
 AL-9, 15th Lane, Khayaban-e-Hilal,
 Phase VII, DHA, Karachi

Witness: **CHIEF ENGINEER (CM)**
Engineering Department
Karachi Metropolitan Corporation

Name:
 Title:



Witness: [Signature]
 Name: **AAMIR RAFAT SIDDIQUI**
 Title:

GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

1.2 Law Governing Contract

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

CHIEF ENGINEER (CM)
Engineering Department
Karachi Metropolitan Corporation



A₂
20/09/2012

1.3 Language

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

1.4 Notices

- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

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

1.6 Authority of Member in Charge

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

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

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

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.3 Expiration of

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the PA

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

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

2.6.2 By the Consultant

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

- a. If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.

- b. Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment overdue.
- c. If, as the result of Force Majeure, the Consultant is unable perform a material portion of the Services for a period of not less than sixty (60) days.
- d. If the PA fails to comply with any final decision reached as result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

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

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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring PA's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Annexure B, and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PA the reports and documents specified in hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the PA

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

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

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 7.1.4 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.)

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

5. Obligations of the PA

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law Related to Taxes and Duties

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

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Security

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

6.2 Lump-Sum Payment

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

6.3 Contract Price

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

6.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Annex B.

**6.5 Terms and
Conditions of
Payment**

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

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

**8.1 Amicable
Settlement**

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

**8.2 Dispute
Resolution**

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


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III. Special Conditions of Contract

- Number of GC Clause** Amendments of, and Supplements to, Clauses in the General Conditions of Contract
- 1.1** Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
- Procuring Agency PA means Karachi Metropolitan Corporation (KMC)
- 1.3** The language is English :
- 1.4** The addresses are:
- Procuring Agency : 4th Floor, Civic Center, Gulshan-e-Iqbal, Karachi.
- Attention : Chief Engineer (Contract Management)
- Facsimile :
- E-mail : fmjunejo2000@hotmail.com
- Consultant : AL-9, 15th Lane, Khayaban-e-Hilal, Phase VII, DHA, Karachi.
- Attention : Tanveer Ahmed, Director, EA Consulting (Pvt.) Ltd
- Facsimile : 021-35841637 & 021-35841825
- E-mails : highways@eaworld.com & tanveer@eaworld.com
- 1.7** The Authorized Representatives are:
- For the KMC:
- For the Consultant: Mr. Aamir Rafat Siddiqui
- 2.2** The date for the commencement of Services shall be within seven (07) days of signing of the Contract.
- 2.3** The time period shall be 1 month for Vetting of Design and 8 months for Construction Supervision.
- 3.4** The risks and the coverage shall be as follows:
- (a) Third Party liability insurance, with a minimum coverage of PKR 200,000/- per occurrence;
 - (b) Professional liability insurance, with a minimum coverage of remuneration of the Consultant excluding out of pocket expenses;
 - (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
 - (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, Full Replacement Cost (ii) any documents prepared by the Consultant in the performance of the Services, Full cost to be incurred on the reproduction of any such document.

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

6.1 Performance Security shall be at the rate of 2%.

6.3 The amount in Pak Rupees 10,150,000/-

6.5 The accounts for local currency is :

SWIFT Address	UNILPKKA
Bank Name	United Bank Limited
Branch ID	1620
Account	010-2391-9
Title	EA Consulting (Pvt.) Limited

Payments shall be made according to the following schedule:

A Vetting of Design Phase

100% payment after completion of Vetting of Design.

B Modification/Rectification in Design

100% payment after completion of modification / rectification in Design, if required.

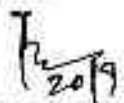
C Construction Supervision Phase

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

8.2

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


The Arbitration shall take place in Karachi.


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Annexure A

Scope of Services including Project Implementation Schedule,
Project Staffing Requirements, Project Deliverables /
Reporting Requirements, Facilities during Construction
Supervision Phase and Additional Services etc


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ANNEXURE-A

SCOPE OF SERVICES

The services of the consultant will fall in three stages:

- Vetting of Design
- Modification/Rectification in Design (if required)
- Detailed Construction Supervision.

Before the commencement of Vetting of Design, KMC shall submit to the Consultant, all the relevant survey data, design, drawings, reports etc. either prepared by the original design consultant or obtained from any other source.

Part A: VETTING OF DESIGN

I. DESIGN REVIEW

The Consultant shall carry out a review of design and construction documents, obtained from KMC during the kick-off set of activities. The objective of this review shall be to examine the design, drawings.

More often than not, underground and overhead utilities are usually a frequent source of problems and delays on projects. The Consultant shall pay close attention to the manner in which this aspect has been handled in the design. Points of concern shall be noted for subsequent intimation to the KMC.

The design document review and correction shall, however, not absolve the original designers of their responsibility for sufficiency, conformity, completeness and accuracy of their design.

This will afford an opportunity to the KMC to order modifications in the design well before time, if cost overruns or other problems are being anticipated as a result of the design review.

Design review shall consist of the following:

1. Review of General Arrangement
2. Review of Design Criteria & Specification
3. Review of Geometrical Design
4. Review of Geotechnical Data
5. Review of the Bridge sub-structure
6. Review of the Bridge Super Structure
7. Review of Retaining Walls
8. Review of Traffic Diversion Plan
9. Review of Electrical Design
10. Checking & Review of Construction Drawing

PART B: MODIFICATION/RECTIFICATION IN DESIGN

If after vetting of design by the Consultant, it warrants the need for modification / rectification in the design of any component of the project, the Consultant shall carry out the same as per the applicable relevant codes, in order to economise the design as well as keeping the factor of safety in consideration. Since the quantum of work of modification/rectification in design will be apparent after the vetting of design, hence the cost of services for this activity will be agreed mutually between both the parties, upon the required amount of work.

PART C: CONSTRUCTION SUPERVISION

I. OBJECTIVES

The overall objective is to ensure that high quality construction is achieved in time within the budget allocation and that all work is carried out in full compliance with the approved engineering designs, technical specifications, agreed work schedule, in accordance with the terms and conditions of the contract documents and as per some engineering practices.


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ANNEXURE-A

2. **GENERAL DUTIES AND RESPONSIBILITIES OF THE CONSULTANTS**
The Consultant shall be designated as the "Engineer / Engineer's Representative" (as defined in the Contract Agreement for Construction) for all civil and allied works supervision under the project. The Consultant shall administer the civil work contract, make engineering decisions, be responsible for quality assurance, provide general guidance and furnish timely response to the Contractor in all matters relating to the civil works, and ensure that all clauses of the Contract Agreement between the civil works Contractor and the Karachi Metropolitan Corporation (KMC) are respected.

The Consultant shall advise KMC on all matters relating to the efficient and successful execution of the civil works contracts, and shall act at all times so as to protect the interests of the project and shall take all reasonable steps to keep all expenses to a minimum, consistent with sound economic and engineering practices.

3. **SERVICES**

The services of the Consultant shall include, but not necessarily be limited to the following:

a. **Survey Work**

- i. The Consultant shall be responsible to obtain the bench marks and other information from the Design Consultant as required for commencement of construction activities.
- ii. If necessary, carry out modifications in survey and stakeout. Also revise Right of Way limit for the purpose of land acquisition and relocation of utilities where required.
- iii. The Consultant shall supervise and verify the following works:
 - a. Stake out of the Centreline, ROW limits and relocation of roadway structure and appurtenances.
 - b. Setting of Grade-stakes
 - c. Relocation of permanent monuments in the construction.
 - d. Without relieving the Contractors of their obligations under the Contract, review and approve the traffic management and safety plan, and ensure compliance such that the Works are carried out at all times in a safe and secure manner and damage or injury to persons or property is avoided.

b. **Rules and Regulations**

The Consultant shall ensure that all Federal Government and Provincial Government rules as well as Local rules and regulations applicable to the Works are followed. The Consultant shall issue necessary instructions to this effect, to the Contractor on behalf of the KMC.

c. **Supervision Responsibility**

The responsibility of supervision shall rest with the Engineer who shall issue instructions in writing to the Consultant for the supervision of Works as per the Contract. Consultant shall prepare all change orders deemed necessary due to site condition upon instruction of Engineer and shall further assist the Engineer in negotiations necessary for execution of the changes. Such revisions shall be encouraged which result in improved project performance and cost reduction.

d. **Construction Supervision**

The Consultant shall be fully responsible that the Works are executed in accordance with the plans and conform to the specifications. The Consultant shall carry out the supervision ensuring the following:

- i. That all ~~soils and~~ construction materials incorporated into the Works are properly tested and comply with approved specifications.
- ii. That all the Works completed are inspected by the supervisory staff.
- iii. That Works comply with the approved Specifications, Work Methodology sound engineering practices and in accordance with provisions of the Contract Documents.
- iv. That Contractor complies with the Conditions of Contract with reference to

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ANNEXURE-A

- v. That quantity measurements and quality control are in full compliance with the stipulations of the Contract.
- vi. That the laboratory equipment is in working condition at all times.
- vii. Ensure that necessary services are provided corresponding to the Contractor's Schedule of Work without any delays caused on the part of the Consultants.
- viii. Timely assistance and directions are provided to the Contractor in all matters relating to ground survey controls, quality control, testing and other matters relating to the performance and progress of the project.
- ix. Assure quality of the works during construction, continuously inspect the soils and materials, construction operations and the works with regard to workmanship and compliance with the specifications.
- x. Evaluate Portland Cement Concrete and bituminous mixture designs prepared by the Contractor and recommend improvements (if any) to ensure the desired performance and accord thereof.

e. Checking and Inspections

- i. Assess, maintain and regularly update list of Contractor's construction equipment and ensure that the same complies with the list of equipment submitted by the Contractor with his bid or as per subsequent commitments.
- ii. Jointly inspect the Works with the KMC and / or the Engineer and assist in formal handing over and provide a report certifying satisfactory completion of the Works.
- iii. Inspect and evaluate all installations, housing, medical clinics or dispensaries, shops, warehouses, equipment and other accommodations of the Contractor to ensure compliance to the terms and conditions of the Contract.
- iv. Make arrangements for inspection of sites and project office for Employer's staff and ensure that all relevant information is available and detailed progress report discussed before site inspections are undertaken.
- v. Where the maintenance period of the construction contract is completed within the period covering the Consultant's contract, the Consultant shall carry out maintenance inspection with the KMC and assist in planning of remedial / maintenance Works and their supervision. This shall be done by nominated staff of the Consultant.
- vi. Assure submission and advise on the adequacy of the Contractors' insurance policies, performance bonds, and advance payment guarantees.
- vii. Carry out continuous inspections at the locations where construction activity is in progress.

f. Reviews, Verifications and Records

- i. Assure the receipt of and maintain permanent record under terms and conditions of the Contract Documents for materials including their source and equipment accepted and incorporated in the project.
- ii. Maintaining up-to-date progress schedules in the form of bar charts and other appropriate systems indicating the major items of work being performed according to the Work Program / Schedule approved by the Employer.
- iii. Review the Contractor's proposed Work Schedule and issue recommendations for acceptance or rejection of the same as the case may be.
- iv. Verify the quality of work performed by the Contractor and submit the report thereto including certification for release or otherwise of the Performance Guarantee.
- v. Assure the receipt of and maintain as permanent records of all warranties required under terms and conditions of the Contract Agreement for materials including their source and equipment accepted and incorporated in the project.
- vi. Establish a comprehensive system of maintaining site records including correspondence, survey data, inspection records, test data, site diaries, records of meetings, financial records, progress records etc.



ANNEXURE-A

g. Progress and Other Reports


- i. Prepare and submit Monthly Progress Reports to the KMC through the Engineer on a format as provided by the KMC. The progress report format includes various chapters and contains guidelines of the contents to be included in the Monthly Progress Report, which shall be adhered to strictly.
- ii. The Consultant shall produce necessary technical reports and position papers dealing with technical matters arising during the project.
- iii. The Consultant shall prepare variation orders for the modified work during construction with approval from the KMC.

h. Payment Certificate

- i. Prepare monthly contract payment estimates and prepare narrative progress reports and certifications for payment for approval of the KMC or Engineer including up to date cost estimates projected for construction and supervision till completion of the project and comments on Contractor's program.
- ii. Verify and certify work done for each Interim Payment Certificate in the form approved by the KMC as Standard IPC Processing Proforma in addition to the existing practice.

i. Cooperation, Assistance and Joint Measurement

- i. Assist KMC / Engineer with interpretation of Drawings Contract Documents, more particularly with respect to any disputes with the Contractor or other affected parties.
- ii. Inform Employer / Engineer of problems or potential foreseen problems which may arise in connection with the construction contract and recommend appropriate solution(s) to overcome the same.
- iii. Evaluate and make recommendations for the Engineer's actions with respect to claims, disputes, extension of time and other changes outside the scope of work of the Contractor. The recommendations must be supported by necessary provisions of the contract and irrespective of acceptance or rejection of the claims by Engineer, the exact quantification of claims. Further in case of extension of time clear recommendations based on the actual site conditions and unambiguous appraisal of the extension of time with further recommendations of making it conditional or otherwise must be submitted.
- iv. Respond to the requests made by the KMC for application of special attention to any area / activity or in other matter, which is deemed important by the KMC.
- v. Recommend interim payment request and carry out joint measurements with the Contractor for preparing a document, which clearly and accurately describes the work done and payments due.
- vi. Participate in accepting the completed Works and prepare a Final Report certifying and certifying the acceptability of the completed Works.
- vii. Cooperate with the KMC, the Engineer and the Contractor in the use where required of, project-wide standardized or computerized methods, formats or programs of reporting physical or financial progress or forecasts.
- viii. Prepare format required for training of the Inspectors and field officer in the application of quantity and quality controls, work programs implementation, construction management, contract administration etc.


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ANNEXURE-A

J. Deliverables

All deliverables completed in all respect shall be submitted to the KMC with necessary verification or certifications within the construction period, except for Monthly Progress Reports, which shall of course be submitted on monthly basis. Following deliverables are required to be provided by Consultant:

- i. X-Section (every 50 meters) submitted by the Contractor, checked and approved by the Consultant/the Engineer.
- ii. As-built Drawings submitted by the Contractor, after review and approval by Consultant, showing remedial works proposed.

PROJECT IMPLEMENTATION SCHEDULE

Project implementation schedule for the above mentioned scope of work is as follows:

(a) Vetting of Design	01 Month
(b) Modification / Rectification in Design	If required
(c) Construction Supervision	08 Months

PROJECT STAFFING REQUIREMENTS

The Consultant is expected to provide the following personnel for the time period for Construction Supervision Phase:

S.#	Position	Qty.	Man-Month
A) Consultant's Home Office			
1	Project Manager / Team Leader	1	2
2	Bridge / Structure Engineer	1	2
3	Traffic Management Expert	1	1
4	Road Design Engineer	1	1
5	Pavement Design Engineer	1	0.5
B) Construction Supervision Site			
6	Resident Engineer	1	8
7	Assistant Resident Engineer	1	8
8	Material Engineer	1	8
9	Quantity Surveyor	1	8
10	Site Inspector (Civil)	4	32
11	Site Inspector (Electrical)	1	3
12	Surveyor	1	8
12	Helper / Office Boy	3	24
13	Lab Technician	2	16

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ANNEXURE-A

PROJECT DELIVERABLES


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

- | | | |
|---|----------|--|
| (a) Vetting of Design Phase | | |
| Vetted Design / Drawings..... | 3 copies | |
| (b) Modification/Rectification in Design Phase (if required) | | |
| Modified /Rectified Drawings..... | 3 copies | |
| (c) Construction Supervision Phase | | |
| Monthly Progress Report..... | 3 copies | |

FACILITIES DURING CONSTRUCTION SUPERVISION PHASE

KMC will provide the following inputs and facilities:

- i) The Administrative facilities in performing the services.
- ii) Documents related to the project available in the Department / Authority.
- (ii) Furnished Site Office shall be provided through Construction Contract/KMC.
- (iii) Material testing laboratories (central and field) including furnishing, equipment, their maintenance and utilities will be provided through Civil Work Contract.
- (iv) Survey Equipments including maintenance will be provided through Civil Work Contract.


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Annexure B

Cost Estimates for Vetting of Design, Modification /
Rectification in Design and Construction Supervision Phases
with list of Personal and Rates


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ANNEXURE-B

SUMMARY OF COSTS

Sr. No.	Description	Amount (Rs.)
1	Vetting of Design (Lump Sum)	300,000
2	Modification / Rectification in Design (Lump Sum)*	200,000
3	Supervision Cost	9,650,000
Total =====>		10,150,000
PKR Ten Million One Hundred Fifty Thousand only		

* At this stage the Consultancy Charges for Modification / Rectification in Design can not be calculated, however it shall be agreed with client after the determination of quantum of work.


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ANNEXURE-B

SUPERVISION COST

Sr. No.	Designation	Months	Persons	Total Staff / Month	Salary / Month (Rs.)	Total Salary (Rs.)
A - Consultant's Home Office						
1	Project Manager / Team Leader	8	0.25	2.00	300,000	
2	Bridge / Structure Engineer	8	0.25	2.00	200,000	
3	Traffic Management Expert	2	0.5	1.00	200,000	
4	Road Design Engineer	2	0.5	1.00	200,000	
5	Pavement Design Engineer	1	0.5	0.50	200,000	
Home Office Support @ Rs. 75,000/- per month					Total (A) =====>	600,000
B - Construction Supervision Site						
6	Resident Engineer	8	1	8.00	230,000	920,000
7	Assistant Resident Engineer	8	1	8.00	150,000	1,040,000
8	Material Engineer	8	1	8.00	122,250	978,000
11	Quantity Surveyor	8	1	8.00	110,000	440,000
12	Site Inspector (Civil)	8	4	32.00	80,000	2,560,000
13	Site Inspector (Electrical)	3	1	3.00	80,000	240,000
14	Surveyor	8	1	8.00	85,000	680,000
15	Helper / Office Boy	8	3	24.00	18,000	432,000
16	Laboratory Technician	8	2	16.00	60,000	960,000
					Total (B) =====>	8,250,000
C - Direct Costs						
Sr. No.	Description	Cost (Rs.)				
1	Operational Cost for Site Office @ Rs. 40,000/- per month	320,000				
2	Vehicle (Rental) inclusive of Driver, POL, Maintenance & Repair @ Rs.60,000/- per month	480,000				
					Total (C) =====>	800,000
					Total Supervision Cost (A+B+C) =====>	9,650,000

Note: - Furnished Site Office shall be provided through Construction Contract / KMC


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Annexure C

Work Schedule



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ANNEXURE-C

Work Schedule

Consultancy Services for Vetting of Design and Supervision for the work of
Construction of Flyover at Ayesha Manzil Shahrah-e-Pakistan, Karachi

Work Schedule

Sr. No.	Activity	Timeline (Months)								
		1	2	3	4	5	6	7	8	9
	Vetting of Design Phase	Construction Supervision Phase								
	Vetting of Design Phase	Construction Supervision Phase								
	Construction Supervision Phase	Construction Supervision Phase								

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Annexure D

Integrity Pact



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ANNEXURE-D

INTEGRITY PACT

Contract No.

Dated:

Contract Value: Rs. 10,150,000

Contract Title: **Consultancy Services for Vetting of Design and Supervision for the work of Construction of Flyover at Aysha Manzil Shahrab-e-Pakistan, Karachi.**

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

Without limiting the generality of the foregoing, **EA Consulting (Pvt) Limited** 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 Procuring Agency (PA) except that which has been expressly declared pursuant hereto.

EA Consulting (Pvt) Limited accepts full responsibility and strict liability that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

EA Consulting (Pvt) Limited 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, **EA Consulting (Pvt) Limited** agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **EA Consulting (Pvt) Limited** 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 PA.


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Engineering Department
Karachi Metropolitan Corporation


EA Consulting (Pvt) Ltd



KARACHI METROPOLITAN CORPORATION
OFFICE OF THE SUPERINTENDING ENGINEER (CM)
ENGINEERING DEPARTMENT

No. SE/CM/Engg. Deptt/KMC/ 272 /2012

Dated: 20-9-12

To:
M/s EA Consulting (Pvt) Ltd.,
AL-09, 15th Lane, Khayaban-e-Hilal,
Phase-VII, Defence Housing Authority
Karachi

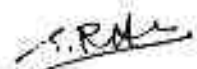
WORK ORDER

Subject:- CONSULTANCY SERVICES FOR THE VETTING OF DESIGN & SUPERVISION FOR THE WORK OF "CONSTRUCTION OF FLYOVER AT AYESHA MANZIL SHAHRAH-E-PAKISTAN, KARACHI".

Reference:

1. Reference: Acceptance letter No. SE/CM/Engg. Deptt/KMC/811/2012 dated 27-08-2012.
2. Agreement Executed on 20-09-2012
3. Sanctioned Cost Rs.1,01,50,000/- (Rupees One Crore One Lac Fifty Thousand only).

Since contract agreement for the above-mentioned work has been executed, you are advised to start the work forthwith and complete the same within the stipulated time of **08 Months** strictly as per conditions of the contract.


Superintending Engineer (CM),
Karachi Metropolitan Corporation

C.C. TO:-

1. Director General (TS), KMC.
2. Chief Engineer (CM), KMC
3. Project Director (Bridge & Flyovers), KMC
4. Superintending Engineer (I&QC), KMC.
5. AAO (Engineering Department), KMC.
6. Dy. District Officer (Accounts) Engg. Deptt. KMC.
7. Secretary to Administrator, KMC.
8. PS to M.C. KMC.



KARACHI METROPOLITAN CORPORATION
OFFICE OF THE SUPERINTENDING ENGINEER (CM)
ENGINEERING DEPARTMENT

4th Floor, Room No. C-412, Civic Centre, Gulshan-e-Iqbal, Karachi

No. SE/CM/Engg. Dept/KMC/760 /12

Dated: 20-7-12

BID EVALUATION REPORT

(In Compliance of Clause 45 SPP Rules 2010)

1. Name of Procuring Agency: Karachi Metropolitan Corporation
2. Tender Reference No: EOI NO. SE/CM/Engg. Dept/KMC/S-II/ 239 /12 Dated: 13-03-2012
3. Tender Description/Name of work/item: CONSULTANCY SERVICES FOR THE WORK OF "CONSTRUCTION OF FLYOVER AT AYESHA MANZIL, SHAHRAL-E-PAKISTAN, KARACHI".
4. Method of Procurement: Single Stage Two Envelope Procedure
5. Tender Published: Daily Umrat, Daily Sindh Affairs dated 15-03-2012 & Daily Awami Awaz dated 16-03-2012 and Corrigendum Daily Dawn dated 30-03-2012 etc, and SPPRA Website ID # 7186/2012
6. Total Bid documents Sold: 08 Nos.
7. Total Bids Received: 07 Nos.
8. Technical Bid Opening date: (if applicable) 06-07-2012 *(Provide details in separate form)*
9. No. of Bid technically qualified (if applicable): 07 Nos.
10. Bid (s) Rejected: NIL (Did not meet Minimum Qualification Criteria)
11. Financial Bid Opening date: 20-07-2012

S.P.A.

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

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

(3)

- 1). NAME OF THE ORGANIZATION / DEPTT. Karachi Metropolitan Corporation
- 2). PROVINCIAL GOVT / LOCAL GOVT / OTHER KMC/Provincial ADP 2012-13
- 3). TITLE OF CONTRACT Consultancy Services for the vetting of Design & Supervision for the work of "Construction of Flyover at Dakhana, S.M. Taufiq Road Shahrab-e-Pakistan, Karachi.
- 4). TENDER NUMBER EOI No. SE/CM/Engg Deptt/KMC/S-II/239 (Sr. # 3)
- 5). BRIEF DESCRIPTION OF CONTRACT Presently a signalized intersection exists but the traffic is not manageable with the signal.
The intersection is managed by the traffic police all the time but the volume of traffic is unmanageable. Mostly large bodied buses and intercity coaches on the route to Sadlar and Sohrab Goth result in major traffic congestion.
Now on the initiative of the present Government the scheme to upgrade the infrastructure of this area is being taken up.
Presently the conditions of traffic movement in this area are precarious.
With the construction of this six lane flyover the flow for vehicles from this intersection will become uninterrupted and the traffic on Shahrab-e-Pakistan and S.M. Taufeeq will be signal free. This project shall solve a major traffic problem for the entire area.
- 6). FORUM THAT APPROVED THE SCHEME Not applicable
- 7). TENDER ESTIMATED VALUE Not applicable
- 8). ENGINEER'S ESTIMATE (For Civil Works only) Not applicable
- 9). ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 08 Months
- 10). TENDER OPENED ON (DATE & TIME) 20-07-2012
- 11). NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers) 08 Nos.
- 12). NUMBER OF BIDS RECEIVED Seven (07 Nos)
- 13). NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS Seven (07 Nos)

14) BID EVALUATION REPORT
(Enclose a copy)

Attached

15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s EA Consulting (Pvt) Limited
Al-09, 15th Lane, Khayaban-e-Hilal,
Phase-VII, Defence Housing Authority
Karachi

16) DATE OF CONTRACT SIGNING
(Attach a copy of agreement) 20-09-2012

17) CONTRACT AWARD PRICE Rs 1,01,50,000/-

18) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT
(i.e. 1st, 2nd, 3rd EVALUATION BID) 1st Lowest EA Consulting (Pvt) Limited

19) METHOD OF PROCUREMENT USED:- (TICK ONE)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE _____
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE _____ ✓
- c) TWO STAGE BIDDING PROCEDURE _____
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE _____
- e) IN CASE OF CONSULTANCY:-
- (i) Least Cost _____
- (ii) QCBS _____
- (i) QBC _____
- (iii) CQS _____

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

20) APPROVING AUTHORITY FOR AWARD OF CONTRACT

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

Yes No

22) ADVERTISEMENT

i) SPPRA Website
(If yes, give date and SPPRA's tender number)

Yes	<input checked="" type="checkbox"/>
No	ID # 7186/2012

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

Yes	Daily Ummat, Daily Sindh Affairs dated 15-03-2012 and Daily Awami Awaz dated 16-03-12 & Corrigendum in Daily Dawn dated 30-03-2012 etc.
No	

- 23). NATURE OF CONTRACT

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

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

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------
- 28). WHETHER THE SUCCESSFUL BIDDER WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------
- 29). WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLAINT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------
- 30). WHETHER INTEGRITY PACT WAS SIGNED? (If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------
- 31). 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"/>
-----	-------------------------------------	----	--------------------------
- 32). WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS? (Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------
- 33). WAS ANY NEGOTIATION DONE IN VIOLATION OF PPRA / OTHER APPLICABLE RULES (If yes, give reasons)

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

Yes	<input type="checkbox"/>		
No	<input checked="" type="checkbox"/>		
- 35). ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS (If yes, give details)

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

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

Yes	N. A.
No	

37). DEVIATION FROM QUALIFICATION CRITERIA
(If yes, give details)

Yes	
No	✓

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

Yes	✓	No	
-----	---	----	--

39). 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		No	✓
-----	--	----	---

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

Yes	✓	No	
-----	---	----	--

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

Yes		No	✓
-----	--	----	---

Signature & Official Stamp of
Authorized Officer

K. RA
Superintending Engineer,
(G.M.) K.M.C.

FOR OFFICE USE ONLY

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



KARACHI METROPOLITAN CORPORATION
OFFICE OF THE SUPERINTENDING ENGINEER (CM)
ENGINEERING DEPARTMENT

No. SE/CM/Engg. Deptt/KMC/ 274 /2012

Dated: 20-9-12

To,
M/s EA Consulting (Pvt) Ltd.,
AL-09, 15th Lane, Khayaban-e-Hilal,
Phase-VII, Defence Housing Authority
Karachi

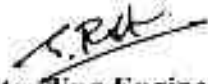
WORK ORDER

Subject:- **CONSULTANCY SERVICES FOR THE VETTING OF DESIGN & SUPERVISION FOR THE WORK OF "CONSTRUCTION OF FLYOVER AT DAK KHANA, S.M. TAUFIQ ROAD SHAHRAH-E-PAKISTAN, KARACHI"**

Reference:

1. Reference: Acceptance letter No. SE/CM/Engg. Deptt/KMC/812/2012 dated 27-08-2012.
2. Agreement Executed on 20-09-2012
3. Sanctioned Cost **Rs.1,01,50,000/-** (Rupees One Crore One Lac Fifty Thousand only).

Since contract agreement for the above-mentioned work has been executed, you are advised to start the work forthwith and complete the same within the stipulated time of **08 Months** strictly as per conditions of the contract.


Superintending Engineer (CM),
Karachi Metropolitan Corporation

C.C. TO:-

1. Director General (TS), KMC.
2. Chief Engineer (CM), KMC
3. Project Director(Bridge & Flyovers), KMC
4. Superintending Engineer (I&QC), KMC.
5. AAO (Engineering Department), KMC.
6. Dy. District Officer (Accounts) Engg. Deptt. KMC.
7. Secretary to Administrator, KMC
8. PS to M.C. KMC.

NOTE SHEET


(3)

Reference

Paras

Subject: CONSULTANCY SERVICES FOR VETTING OF DESIGN AND SUPERVISION FOR THE WORK OF CONSTRUCTION OF FLYOVER AT DAK KHANA, S.M. TAUFIQ ROAD SHAHRAH-E-PAKISTAN, KARACHI.

16 / In response to the acceptance letter No. SE/CM/Engg. Deptt/KMC/812/2012 dated 27-08-2012 the Consultant M/s EA Consulting (Pvt) Ltd. has signed the Contract Agreement which is placed below for counter sign please.


Superintending Engineer (CM), KMC

17 / Chief Engineer (CM), KMC

Agreement signed.

18,

SE (CM)


20/9/2012


20/9

19

SEE (CM)

NOTE SHEET

(2)

این دستاویز سیکرٹریٹ

کراچی ملرو پینشن کارپوریشن

F-4116

13/8/12

Signature

Para

M/s E.A. Consulting (Pvt.) Ltd. have attained the highest combined weighted technical and financial score according to the criteria mentioned in the RFP and therefore the same is recommended by the Committee for award of work amounting to Rs.1,01,50,000/-.

In view of above, the approval to award the "Consultancy Services for the Vetting of Design & Supervision for the work of Construction of Flyover at Water Pump Shahrah-e-Pakistan, Karachi" under relevant budget at the total cost of Rs. 1,01,50,000/- (Rupees One Crore One Lac Fifty Thousand only) is solicited.

The contract agreement shall be executed after the fulfillment of the relevant SPP Rules 2010

[Signature]
Superintending Engineer (CM), KMC

Chief Engineer (CM), KMC.

[Signature]
D.E. (TS)

[Signature]
6/8/2012

[Signature]
B18.

M.C. KMC

Administrator KMC

[Signature]
10/8

1. Cr - for Aisher Mangil Flyover
and ut - for work P.P.

[Signature]
15/8

[Signature]
T

As directed, pl.

[Signature]
17/8

D.G. (TS)

[Signature]
17/8.

[Signature]

RECEIVED
24/8/12

[Signature]
24/8/12

71-851/158-12
8558

CE/CM/ED/KMC
INWARD NO 1494
DATED 05/08/12

CE/CM/ED/KMC
INWARD NO 1569
DATED 24/8/12

3320
17-08-2012

13

10

11

12

13

NOTE SHEET

(1)

Paras

Reference

Subject: CONSULTANCY SERVICES FOR THE VETTING & SUPERVISION FOR THE WORK OF "CONSTRUCTION OF FLYOVER AT DAK KHANA, S.M. TAUFIQ ROAD SHAHRAH-E-PAKISTAN, KARACHI"

1
The NIT (Flag A) for the subject Consultancy Services called through press on single stage two envelope procedure was published in Daily Dawn dated 16-03-2012, Daily Ummat & Daily Sindh Affairs dated 15-03-2012, Daily Awami Awaz dated 16-03-2012. However in view of the advice received from SPPRA, the same was converted into EOI through Corrigendum that was published in Daily Dawn dated 30-07-2012 etc and uploaded on the SPPRA web site bearing ID # 7186/2012.

2
After the process of short listing, Technical and Financial proposals of the subject consultancy project were invited from the qualifying consultants on Quality & Cost Based Selection (QCBS) method for vetting of Design & Supervision on QCBS (80:20) procedure as per SPP Rules-2010.

3
The evaluation Committee has scrutinized the Technical Proposals of consultants, which were opened on 04-07-2012 with the following result.

S#	NAME OF FIRM	MARKS OBTAINED (Out of 100 Marks)	REMARKS
1	M/s E.A. Consulting (Pvt.) Ltd.	94	Qualified
2	M/s NESPAK (Pvt.) Ltd.	93	Qualified
3	M/s A.A. Associates	93	Qualified
4	M/s Techno Consult International	93	Qualified
5	M/s Umar Munshi Associates	89	Qualified
6	M/s Loya Associates	79	Qualified
7	M/s Professional Engineering Associates	72	Qualified

4
The Financial Proposals of the technically qualified consultants were opened by the Tender Opening Committee on 20-07-2012 in the presence of the consultants/firm representatives. The total score of every bid was calculated as per formula ($S=S_1 \times 0.80 + S_2 \times 0.20$) already included in the RFPs provided to the Short Listed firms.

S#	NAME OF FIRM	QUOTED AMOUNT	Total Score ($S=S_1 \times 0.80 + S_2 \times 0.20$)
1	M/s E.A. Consulting (Pvt.) Ltd.	Rs.1,01,50,000/-	93.40
2	M/s NESPAK (Pvt.) Ltd.	Rs.1,63,31,392/-	85.71
3	M/s Techno Consult International	Rs.1,73,60,165/-	85.04
4	M/s A.A. Associates	Rs.1,82,97,000/-	84.50
5	M/s Umar Munshi Associates	Rs.92,37,500/-	91.20
6	M/s Loya Associates	Rs.1,65,09,914/-	74.39
7	M/s Professional Engineering Associates	Rs.1,09,90,910/-	74.41

Rs. 30,400/-

CONTRACT AGREEMENT

**Consultancy Services for Vetting of Design and
Supervision for the work of Construction of Flyover at
Dak Khana, S.M. Taufiq Road Shahrah-e-Pakistan,
Karachi**

between



KARACHI METROPOLITAN CORPORATION

and



EA CONSULTING (PVT.) LTD.

September 2012

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III SPECIAL CONDITIONS OF CONTRACT

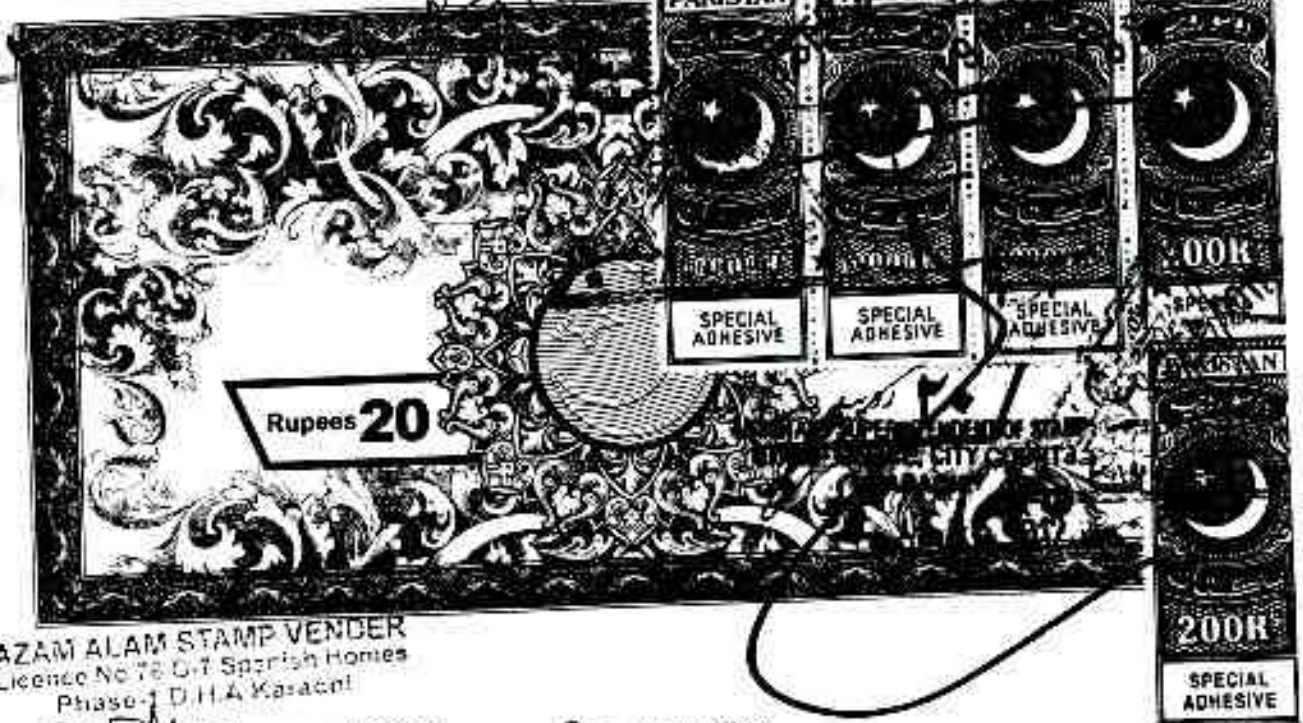
- Annexure A – Scope of Services
- Annexure B – Cost Estimate
- Annexure C – Work Schedule
- Annexure D – Integrity Pact

20/9/2012
En.
Karachi Metropolitan Corporation



016279

30400
No: 13
19/2012



AZAM ALAM STAMP VENDER
Licence No 78 G-7 Spanish Homes
Phase-7 D.H.A Karachi

05 JUL 2012

S No... 1754 Date
Issued To With
Through EA Consulting (Pvt) Limited
Purpose
Value Rs Attached
Stamp Vender Signature: [Signature]

Contract Agreement

Consultancy Services for Vetting of Design and Supervision for the work of Construction of Flyover at Dak Khana, S.M. Taufiq Road Shahrah-e-Pakistan, Karachi.

THIS Contract Agreement (hereinafter called the "Contract") is made on the 20th day of September 2012, between Karachi Metropolitan Corporation through its Chief Engineer (Contract Management) (hereinafter called "KMC" which expression wherever used in this context shall mean and include its successors and assignees), having its Head Office in Civic Center Building, Gulshan-e-Iqbal, University Road, Karachi on the One Part and M/s EA Consulting Pvt Ltd through its Director (hereinafter called the "Consultant" which expression wherever used in this context shall mean and include its successors, representative and assignees), having their Principal Office located at AL-9, 15th lane, Khayaban-e-Hilal, Phase VII, DHA, Karachi on the Other Part.

WHEREAS the KMC invited Expression of Interest from the consulting firms through Press and their short listing for Vetting of Design and Construction Supervision of the proposed Flyover at Dak Khana, S.M. Taufiq Road, Shahrah-e-Pakistan, Karachi.

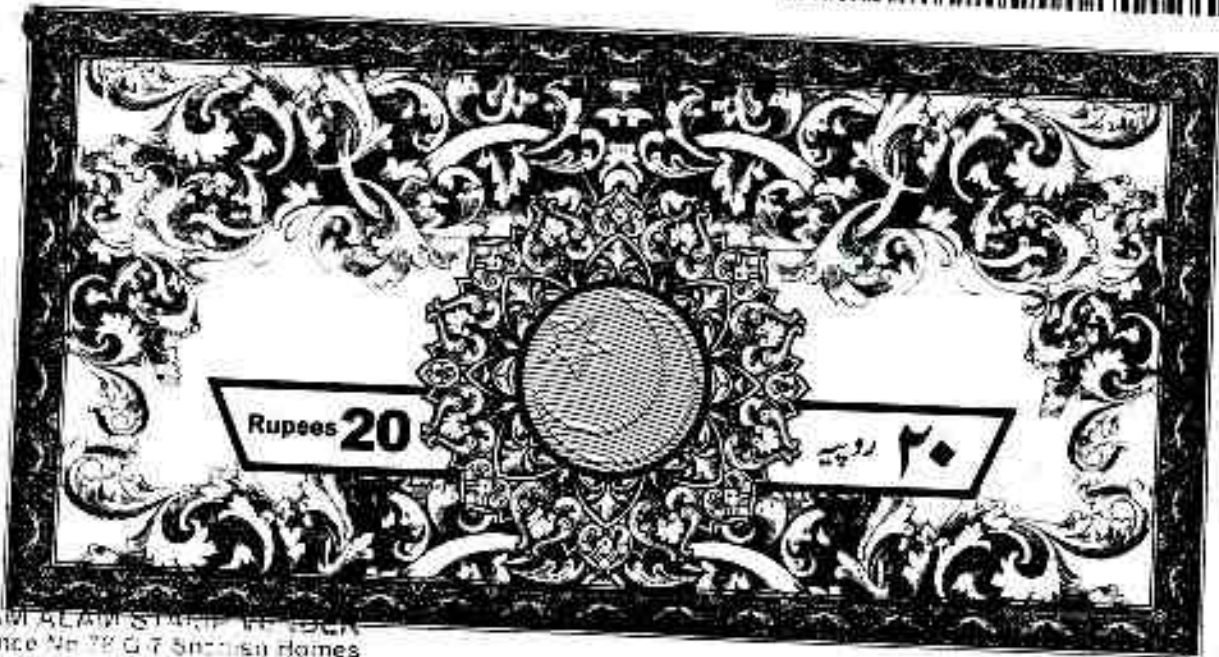
AND WHEREAS out of the technical and financial proposals of the short listed consulting firms, the "Consultant" secured the highest ranking as per decided criteria.

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
- (i) The Consultant shall perform the services specified in Annex A, "Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports as defined in Scope of Services attached as Annex A, and the personnel listed in Annex B, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
 - (iii) The following documents attached hereto shall be deemed to form an integral part of this Contract
 - a) The General Conditions of Contract
 - b) The Special Conditions of Contract

CHIEF ENGINEER (CM)
Engineering Department





AZAM KALAM STREET, KARACHI
Licence No 77 G 7 Sindhui Homes
Phase 1 D 11A Karachi

S. No. 1755 Date
Issued To With EA Consulting (Pvt.) Limited
Through With Address
Purpose
Value Rs
Vendor Signature

21 JUL 2012

c) The following Annexures:

- Annex A: Scope of Services including Project Staffing Requirements, Project Deliverables / Reporting Requirements, Facilities during Construction Supervision Phase and Additional Services etc;
- Annex B: Cost Estimates for Vetting of Design, Modification / Rectification in Design and Supervision Phase with list of Personnel and Rates
- Annex C: Work Schedule
- Annex D: Integrity Pact

2. Term

The Contract becomes effective from the date of signing of Contract by both the parties. Time period for vetting of design is 1 month while the time for construction supervision services is 8 months.

3. Payment

A. Ceiling

For Services rendered pursuant to Annex A, the KMC shall pay the Consultant an amount not to exceed Rs. 10,150,000/- (Rupees ten million one hundred and fifty thousand only). This amount has been established and based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.

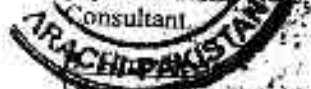
B. Payment Conditions

Payment shall be made in Pak Rupees not later than 20 days following submission by the Consultant of invoices in duplicate to the Project Director designated.

4. Project Administration

A. Coordinator

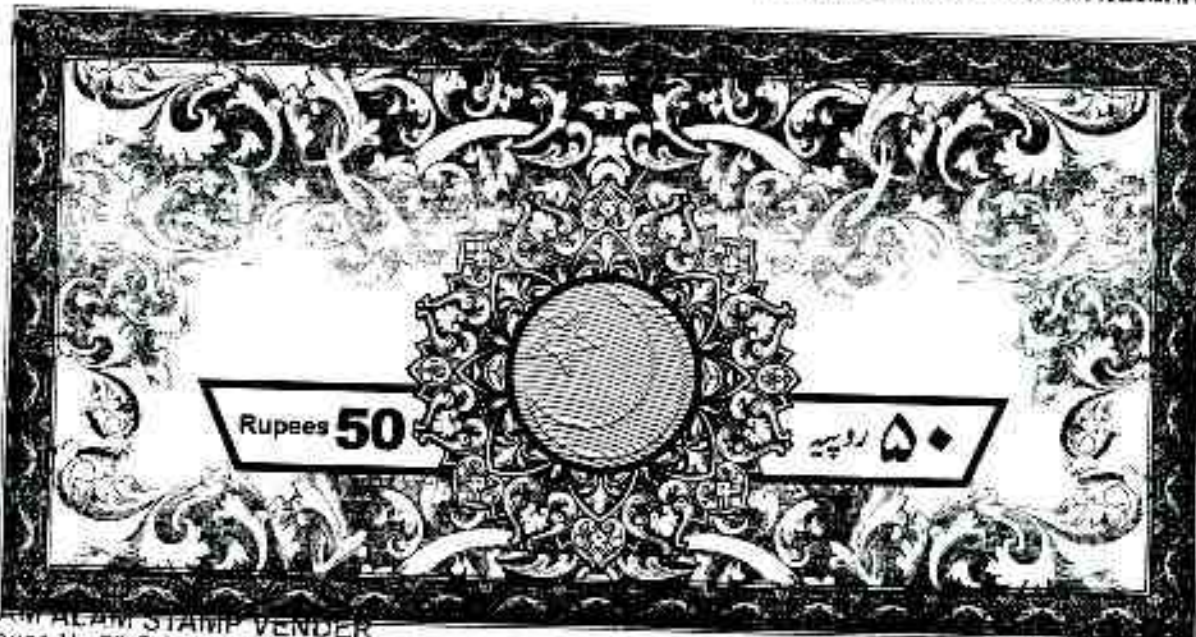
The Project Director or any other official designated and authorized by Karachi Metropolitan Corporation; shall be responsible for the coordination of activities under the Contract, for receiving and payment of invoices; and for acceptance of the deliverables by the Consultant.



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



Handwritten signature and date at the bottom left.



AZIZ ALAM STAMP VENDER
Licence No.78 G-7 Spanish Homes
Phase-1 D.H.A Karachi

06 JUL 2012

S No. 1730 Date
Issued To With EA Consulting (Pvt.) Limited
Through With Address
Purpose
Value Rs. 50/- Attached
Stamp Vender Signature

C. Records and Accounts

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

5. **Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the KMC considers unsatisfactory.
6. **Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the KMC's business or operations without the prior written consent of the KMC.
7. **Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the KMC under the Contract shall belong to and remain the property of the KMC. The Consultant may retain a copy of such documents and software.
8. **Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
9. **Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.
10. **Assignment** The Consultant will not assign this Contract or Subcontract any part of it without prior written consent of KMC.

CHIEF ENGINEER (OM)
Engineering Department
Karachi Metropolitan Corporation



GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

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

1.2 Law Governing Contract

The meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

CHIEF ENGINEER (CM)
Engineering Department
Karachi Metropolitan Corporation



- 1.3 Language** This Contract is executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices**
- 1.4.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.
- 1.4.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.
- 1.5 Location** The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the PA may approve.
- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC.
- 1.8 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
- 1.9 Fraud and Corruption** If the PA determines that the Consultant and/or its Personnel, subcontractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.
- Any personnel of the Consultant, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than 14 days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

CHIEF ENGINEER
Engineering Department
Government of Sindh



2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

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

2.5.4 Payments

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

2.6 Termination

2.6.1 By the PA

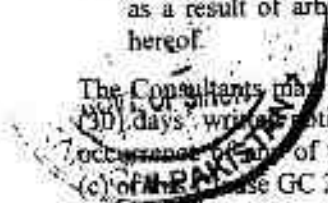
The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case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

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

2.6.2 By the Consultant

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

- a. If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.



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- b. Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment overdue.
- c. If, as the result of Force Majeure, the Consultant is unable perform a material portion of the Services for a period of not less than sixty (60) days.
- d. If the PA fails to comply with any final decision reached as result of arbitration pursuant to Clause GC 8 hereof.

2.6.3 Payment upon Termination

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

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

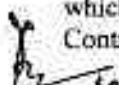
The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to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

3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project

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

3.2.3 Prohibition of Conflicting Activities

The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned under this Contract.



3.3 Confidentiality

Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken Out by the Consultant

The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions Requiring PA's Prior Approval

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

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Annexure B, and
- (c) any other action that may be specified in the SC.

3.6 Reporting Obligations

- (a) The Consultant shall submit to the PA the reports and documents specified in hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
- (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultant to be the Property of the PA

- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
- (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 Accounting, Inspection and Auditing

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

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

CHIEF ENGINEER (Civil)
Engineering Department
Metropolitan Corporation



4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

5. Obligations of the PA

5.1 Assistance and Exemptions

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

5.2 Change in the Applicable Law Related to Taxes and Duties

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

5.3 Services and Facilities

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

6. PAYMENTS TO THE CONSULTANT

6.1 Security

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

6.2 Lump-Sum Payment

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

6.3 Contract Price

The price payable in Rupees is set forth in the SC.

6.4 Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Annex B.

**6.5 Terms and
Conditions of
Payment**

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

7. GOOD FAITH

7.1 Good Faith

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

8. SETTLEMENT OF DISPUTES

**8.1 Amicable
Settlement**

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

**8.2 Dispute
Resolution**

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

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2018



III. Special Conditions of Contract

- Number of GC Clause**
- 1.1** Amendments of, and Supplements to, Clauses in the General Conditions of Contract
Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
- Procuring Agency PA means Karachi Metropolitan Corporation (KMC)
- 1.3** The language is English :
- 1.4** The addresses are:
- Procuring Agency : 4th Floor, Civic Center, Gulshan-e-Iqbal, Karachi.
- Attention : Chief Engineer (Contract Management)
- Facsimile :
- E-mail : fmjunejo2000@hotmail.com
- Consultant : AL-9, 15th Lane, Khayaban-e-Hilal, Phase VII, DHA, Karachi.
- Attention : Tanveer Ahmed, Director, EA Consulting (Pvt.) Ltd
- Facsimile : 021-35841637 & 021-35841825
- E-mails : highways@eaworld.com & tanveer@eaworld.com
- 1.7** The Authorized Representatives are:
- For the KMC:
- For the Consultant: Mr. Aamir Rafat Siddiqui
- 2.2** The date for the commencement of Services shall be within seven (07) days of signing of the Contract.
- 2.3** The time period shall be 1 month for Vetting of Design and 8 months for Construction Supervision.
- 3.4** The risks and the coverage shall be as follows:
- (a) Third Party liability insurance, with a minimum coverage of PKR 200,000/- per occurrence;
- (b) Professional liability insurance, with a minimum coverage of remuneration of the Consultant excluding out of pocket expenses;
- (c) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, Full Replacement Cost (ii) any documents prepared by the Consultant in the performance of the Services, Full cost to be incurred on the reproduction of any such document.