



OFFICE OF THE EXECUTIVE ENGINEER SHAHBAZ IRRIGATION DIVISION SEHWAN

E-Mail:- sid_sehwan@yahoo.com Phone # 025-4620046 Phone # 025-4620046

No: TC/G-55/ 199 Of 2016 Sehwan dated:- 01 / 02 / 2016

EXPRESSION OF INTEREST FOR CONSULTANCY SERVICES FOR FEASIBILITY STUDY/ PLANNING FOR SUPPLYING ECOLOGICAL FLOWS IN MANCHHAR LAKE

1. Irrigation Department, Government of Sindh, intends to undertake the work for Consultancy Services for "**Feasibility Study/ Planning for Supplying Ecological Flows in Manchhar Lake**". The duration of study is **09 months**.
2. Interested Consultants/ Firms are invited to register their Expression of Interest for participation in short listing of eligible consultants/ firms by applying on the prescribed format on payments of **Rs. 3,000/- (Non-Refundable)** obtained from the office of the Executive Engineer, Shahbaz Irrigation Division Sehwan Irrigation Department, Government of Sindh from the Date of Publication of EOI up to **22.02.2016**. The EOI can also be downloaded from the website www.sppra.gov.pk. The related information duly completed in all respects should reach the office of undersigned on **23.02.2016 at 2:00 P.M.**, in duplicate. The EOI documents will be opened in the office of undersigned on the same day at **3:00 PM** in the presence of authorized representatives of the firms who wish to present. In case of Holiday or unavoidable circumstances the EOI, documents will be submitted and opened on next working day @ 2.00 P.M and 3.00 P.M respectively.
3. If the EOI are not responded 2nd attempt will be as under.
Issue: Up to 08.03.2016
Submission: 09.03.2016 @ 2.00 P.M
Opening: 09.03.2016 @ 3.00 P.M
4. Joint Venture/ Consortium consisting of more than three (03) firms will not be eligible for the participation in the prequalification procedures.
5. The firms/ consultants having vast experience in similar type of projects shall only be eligible for participation.
6. The consultant having Renewed PEC License for the year 2016 with allocation of Code No. 1205 (full) and 1232 (full) should be eligible for participation in short listing of Engineering Consultants for proposed consultancy services.
7. The Consultants shall be shortlisted for submission of proposal as per the criteria given in the EOI document
8. The proposals will be considered and evaluated in accordance with SPP Rules 2010 (Amended 2013) and Evaluation Criteria adopted by the Irrigation Department, Government of Sindh.
9. The Consultants will be selected and engaged in accordance with the existing Procurement SPP Rules-2010 (Amended 2013).
10. The interested consulting firms may obtain any further details regarding the project on any working day from the office of the undersigned.
11. Late and incomplete applications shall not be entertained.
The Procuring Agency may accept or reject any or all proposals under relevant provisions of SPP Rules.

EXECUTIVE ENGINEER
SHAHBAZ IRRIGATION DIVISION
SEHWAN

Address: Bodlo Bahar Takar Sehwan
Phone No. 025-4620046
Fax No. 025-4620046

NO: 1521
DATE: 01-02-16

Copy forwarded with compliments to:-

1. *The Secretary Irrigation Department Government of Sindh Karachi with the request to hoist EOI on Irrigation Department Government of Sindh website.*
2. *The Secretary Information Technology Department Govt: of Sindh Karachi for wide publicity through website.*
3. *The Chief Engineer Sukkur Barrage Right Bank Region Larkana.*
4. *The Superintending Engineer Southern Sindh Circle Dadu.*
5. *The Director (A & F) Sindh Public Procurement Regulatory Authority Govt: of Sindh Karachi along with Soft and Hard Copies of Bidding Document / EOI and request for hoisting of this NIT / EOI on Authority website.*
6. *The Director Information Advertisement Government of Sindh Karachi along with 07 Copies of EOI for Publication in at least three leading Newspaper viz: Sindhi, Urdu and English.*
7. *The Executive Engineers (All) of Southern Sindh Circle Dadu.*
8. *Copy on Notice Board.*

(IQBAL AHMED PALIJO)
EXECUTIVE ENGINEER
SHAHBAZ IRRIGATION DIVISION
SEHWAN



GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT

NOTIFICATION

No.SO(R&S)8-110/2012-13: With the approval of competent authority, a Complaint Redressal Committee is hereby constituted in terms of Rule 31(1) of Sindh Public Procurement Rule 2010 (Amended 2013) regarding ADP schemes 2015-16 of Irrigation Department, Government of Sindh pertaining to Sukkur Barrage Right Bank Region Larkana with the following composition:-

- | | | |
|----|--|-------------------------------|
| 1. | Director General
Monitoring & Evaluation Cell
Irrigation Department, Government of Sindh | Chairman |
| 2. | Chief Engineer,
Sukkur Barrage Left Bank Region Sukkur | Member |
| 3. | Superintending Engineer,
Khairpur Irrigation Circle, Sukkur | Member |
| 4. | Executive Engineer
(Concerned Division) Irrigation Department. | Member/Secretary |
| 5. | District Accountant Officer Sindh
(Concerned Division) | Member/Assistant
Secretary |

T.O.R's of the Committee are as provided under Rule 31 of Sindh Public Procurement Rule 2010 and also perform any other function ancillary and incidental to the above.

SYED ZAHEER HYDER SHAH
SECRETARY TO GOVT. OF SINDH

No.SO(R&S)8-110/2012-13 Karachi, dated the 9th October, 2015.
A copy is forwarded for information & necessary action to:-

1. The Accountant General, Sindh, Karachi with the request to nominate your representative for the above Complaint Redressal Committee.
2. The Director General, Monitoring & Evaluation Cell, Irrigation Department, Government of Sindh, Karachi.
3. The M. D. Sindh Public Procurement Regulatory Authority Karachi.
4. The Chief Engineer, (All) Irrigation Development, Govt. of Sindh.
5. The Superintending Engineer, (All) Irrigation Deptt, Govt. of Sindh.
6. The Executive Engineer, (All), Irrigation Department, Govt. of Sindh.
7. P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi.


SECTION OFFICER (RR&S.)
For Secretary to Government of Sindh



GOVERNMENT OF SINDH
IRRIGATION DEPARTMENT

NOTIFICATION

No.SO(R&S)8-110/2015-16/Part-VII: The Government of Sindh has pleased to constitute a Consultants Selection Committee in terms of Rule 67 & 71 of Sindh Public Procurement Rules-2010 regarding ADP schemes 2015-16 of Irrigation Department, Government of Sindh namely "Feasibility Study / Planning for Supplying Ecological Flows in Manchar Lake" with the following composition:-

- | | |
|--|------------------|
| 1. Superintending Engineer
Southern Sindh Circle, Dadu | Chairman |
| 2. Nominee/Representative of P&D Deptt
(Note below the rank of BS-18) | Member |
| 3. Nominee/Representative of Finance Deptt
(Note below the rank of BS-18) | Member |
| 4. Deputy Director (Monitoring)-IV
Works & Services Department, Hyderabad | Member |
| 5. Executive Engineer
Shahbaz Irrigation Division Sehwan | Member/Secretary |

T.O.R's of the Committee are as provided under Rule 67 & 71 of Sindh Public Procurement Rules-2010 and also perform any other function ancillary and incidental to the above.

SYED ZAHEER HYDER SHAH
SECRETARY TO GOVT. OF SINDH

Karachi, dated the 1st February 2016.

No.SO(R&S)8-110/2015-16/Part-VII

A copy is forwarded for information & necessary action to:-


1. The Additional Chief Secretary (Dev), P&D Department, Govt. of Sindh Karachi with the request to nominate representative of your department as member for the above said Consultants Selection Committee.
2. The Secretary Finance Department, Govt. of Sindh Karachi with the request to nominate representative of your department as member for the above said Consultants Selection Committee.
3. The Accountant General Sindh, Karachi.
4. The M. D. Sindh Public Procurement Regulatory Authority Karachi.
5. The Chief Engineer, Sukkur Barrage Right Bank Region Larkana with reference your letter No.CDO/RBR/2016/168 dated 21.01.2016.
6. The Superintending Engineer, Southern Sindh Circle, Dadu
7. The Deputy Director (Monitoring)-IV, Works & Services Department, Govt. of Sindh, Hyderabad.
8. The Executive Engineer, Shahbaz Irrigation Division Sehwan.
9. The Section Officer (Planning), Irrigation Department, Govt. of Sindh, Karachi.
10. P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi.

SECTION OFFICER (RR&S.)
For Secretary to Government of Sindh

ANNUAL PROCUREMENT PLAN 2015-16

SHAHBAZ IRRIGATION DIVISION SEHWAN
(WORKS, GOODS, SERVICE)
UNDER ADP SCHEME

S.NO.	ADP NO.	TITLE OF PROCUREMENT	ESTIMATED COST IN MILLION	METHOD	TENTATIVE ACTUAL DATE OF NIT	TENTATIVE ACTUAL CLOSING DATE OF NIT	TENTATIVE ACTUAL DATE OF AWARD OF CONTRACT	TENTATIVE DEADLINE / ACTUAL DATE OF EXECUTION	REMARKS
1	562	Feasibility Study / Planning for Supplying Ecological Flows in Manchar Lake	49.515 Million	Single Stage One Envelope Bidding Procedure	February 2016	February 2016	March 2016	March 2016	


GOBAL AHMED PALLIO
 Executive Engineer
 Shahbaz Irrigation Division
 Sehwan

GOVERNMENT OF SINDH



IRRIGATION DEPARTMENT

INVITATION FOR EXPRESSION OF INTEREST (EOI)
FOR
SHORTLISTING OF CONSULTANTS

Name of Department: **IRRIGATION DEPARTMENT
GOVERNMENT OF SINDH**

Name of Project/ Scheme: **CONSULTANCY SERVICES FOR FEASIBILITY STUDY/
PLANNING FOR SUPPLYING ECOLOGICAL FLOWS IN
MANCHHAR LAKE**

Name of Procuring Agency: **SHAAHBAZ IRRIGATION DIVISION SEHWAN
SOUTHERN SINDH CIRCLE DADU**

Document Issued to:

JANUARY 2016

1. General Description of the Project: The Manchhar Lake is the biggest natural fresh water lake in Pakistan, which is filled by all the storm water coming from Balochistan including main nais namely Nai Gaj, Nai Taki, Nai Bhor, Nai Naing and other local small nais which merge in Manchhar Lake. The Nai Gaj is the main source of feeding Manchhar Lake which brings about 350,000 cusecs of storm water when the heavy rain falls in the catchments of Nai Gaj and all the other local nais find their final destination in Manchhar Lake whenever there are rains in their catchments.

The second source of feeding Manchhar Lake is from Aral Manchhar Canal which is an inundation Canal off taking form River Indus at upstream of Sehwan Town. Its Head Regulator is located at 102 Mile of Larkana Sehwan Bund (L.S Bund). This canal provides fresh water of River Indus into Manchhar Lake when River Levels are favorable. This Regulator which is designed to carry 4,370 cusecs discharge is also used as double acting for draining and filling water for Manchhar Lake as per water demands. The crest level of Aral Head Regulator is at R.L 100.35 and whenever River Indus level rises to about R.L 105 and the corresponding level of water in Manchhar Lake is low, the flow from River Indus are allowed to enter in Manchhar Lake.

The third source for feeding of Manchhar Lake is Aral Laki Canal which is situated near Lal Bagh downstream of Sehwan Sharif. This Canal is controlled through a Regulator known as Aral Tail Regulator. As this Regulator is constructed on low level land (depression) therefore it is best and favorable source of feeding as well as draining of the Lake water. This regulator was damaged during super flood of 1995 and after Flood it was remodeled by adding one span on either side to carry 25,000 cusecs discharge.

The fourth source for feeding Manchhar Lake is Danister Canal which is also an inundation Canal. This canal was closed due to construction of Larkana Sehwan Bund (L.S Bund) during early thirties. On the pressing demand of growers of Taluka Sehwan Sharif this Canal was re-commissioned by the construction of Head Regulator at Mile 101 of Larkana Sehwan Bund with the designed discharge of 500 cusecs during the year 1972. Danister Canal Head Regulator was washed off during super flood of 2010 and it was reconstructed / remodeled during year 2012 - 2013 to carry discharge of about 3,500 cusecs.

The Tail Regulator of this Canal is located at RD 62 of Manchhar Containing Bank, discharge of this Regulator is 500 cusecs.

Both of the above said Regulators are double acting and are used for filling as well as depletion of Manchhar Lake.

The fifth source for feeding of Manchhar Lake is Main Nara Valley (MNV) Drain, which offtakes from F.P Bund RD 346 where its Head Regulator is located which was

constructed during 1972. On western side of F.P Bund there exists Hamal Lake. The effluent water of Hamal Lake finds its way into M.N.V Drain. There are two main escapes.

- Rawat Drain Ex: Mehar Branch of Rice Canal
- Pritchard Escape Ex: Dadu Canal which carry surplus / pancho water from Rice Canal and Dadu Canal during Kharif season.
- This water is accumulated into Manchhar Lake through M.N.V Drain. This drain also carries mountainous rain water of Kachhi plain area.

When Main Nara Valley Drain was extended from upper reach upto Balochistan and Punjab Provinces, Saline water of District Larkana, Shikarpur, Oambar Shahdadt & waste water of Industries of Balochistan & Punjab Provinces led in Manchhar Lake through Main Nara Valley Drain causing pollution problem in the Lake and the fresh water converted into poisonous.

The fresh water inflows into Manchhar lake will be further reduced after completion of Nai Gaj Dam.

Some of the solutions to make the water of Manchhar Lake fresh and usable for human being ecological life as well as Agricultural purpose and survival of fish and fall culture.

1. To divert the harmful water of MNV Drain into Arabian Sea by diverting through Right Bank Outfall Drain (RBOD) and only allows acceptable flows into Manchhar.
2. To take water from River Indus by excavating canal from upstream of Dadu Moro Bridge to Manchhar Lake.
3. To take water from Indus River by upgradation of existing Danister Pumping Scheme opposite Sehwan town.
4. Provide water supplies from Nai Gaj Reservoir

It is proposed to carry out a feasibility study to plan and design works for most suitable options to improve the fresh water inflows into the Manchhar Lake. For this purpose services of specialized engineering consultants will be required.

The Consultants shall after collection of necessary data, surveys and investigation and necessary hydrological, ecological and technical studies shall recommend and design the proposed works for ensuring the ecological sustainability flows to Manchhar. The study shall propose standard operating rules for Manchhar, Nai Gaj reservoir and canals and drains.

2. **Eligibility:** Firms must possess:

- (i) valid registration certificate of PEC with project profile code No: 1205 (full) and 1232 (Full) for 2016 year;
- (ii) valid registration certificate from income tax authority (NTN);
- (iii) registration with Sindh Revenue Board; and
- (iv) is not black listed.

(Attach all certificates and affidavit of not black listing).

3. **Dead line of Submissions:** Applications are invited from interested firms for short listing. The application along with following documents must reach on the address mentioned herein below on or before 26.01.2016 on 02:00 P.M Request for Proposal (RFP) shall be issued to short listed consultants only.

4. **Required Documents** The Pre-Qualification document must include following details/ documents and will be evaluated as per following Criteria and Sub criteria:-

(A) **Profile of Firm:** **10 Marks**

- (i) Name, address, telephone, fax numbers and e-mail address of firm;
- (ii) Ownership and Organizational Structure of the firm.
- (iii) Year of establishment;

(B) **Experience and past performance.** **20 Marks**

- (i) List of similar assignments with cost, undertaken in the last ten (10) years; (4 marks for each assignment)
Sample experience form is attached as Annexure A III

- (ii) List of assignments executed in similar geographical condition; **20 Marks**
(4 marks for each assignment)
Sample experience form is attached as Annexure A III

(C) **Key Personnel Qualification & Experience.**

1. Names and short CV's of Principals, Proprietor, Managing Director, Partners and Directors including their individual PEC registrations along with updated renewal with prescribed code profile. **10 Marks**

2. List of technical personnel with qualifications in permanent employment of the firm/ Joint venture/ consortium members for last two years. **20 Marks**

- (i) List of total employees from sub para (2) above committed on other projects **10 Marks**

(D) Financial.

- (i) Documentary evidence of financial position, audited accounts of last three years. **10 Marks**
- (ii) Bank certificate of financial soundness

- (E) Any other information.** - Details of disputes/ litigation or arbitration with client(s). Affidavit that firm has never been blacklisted.

Any other information, if necessary require can be furnished by the Consulting firm with the application so that the same be considered for evaluation of application and eligibility of the firm.

5. Evaluation Criteria:

- (i) Applications with required documents attached shall be evaluated on the score obtained and firms obtaining 70 Marks and above shall be short listed / qualified.
- (ii) Applications of black listed firms shall not be considered;
- (iii) Procuring agency shall disqualify the applicant if, at any stage, it finds that the information submitted for qualification was either significantly inaccurate or incomplete.
- (v) Request for Proposal (RFP) shall be issued to shortlisted Consultants only.
- (vi) Please attach the supporting documents where necessary according to Annexure.
- (vii) The Proposals will be considered and evaluated in accordance with SPPRA Rules 2010 (Amended 2013) and Evaluation Criteria adopted by the Irrigation Department, Government of Sindh.
- (viii) Joint Venture/ Consortium consisting of more than three (03) firms will not be eligible for the participation.

6. Interested firms should address their inquiries and submit their applications to the following:-

Address: **Executive Engineer, Shahbaz Irrigation Division near Bodlo bahar Takar Sehwan**

Telephone No: **025-4620046**

E-mail Address: **sid_sehwan@yahoo.com**

Fax No: **025-4620046**

7. The Procuring Agency reserves the right to accept or reject any or all proposals under relevant provisions of SPPRA Rules.

APPENDIX

A-I

APPLICATION FORMS

Application Submission Form (The covering letter is to be submitted by the interested firms or partner responsible for a joint venture, on appropriate company letterhead)

Date: _____

Ref No: _____

To:

Executive Engineer,
Feasibility Study/ Planning for
Supplying Ecological Flows in Manchhar Lake
Shahbaz Irrigation Division Sehwan
Irrigation Department,
Government of Sindh

Subject: **CONSULTANCY SERVICES FOR FEASIBILITY STUDY/ PLANNING FOR SUPPLYING ECOLOGICAL FLOWS IN MANCHHAR LAKE**

Dear Sir,

I/We the undersigned, being duly authorized to represent and act on behalf of M/S applies to be prequalified for the project cited above and enclose one original pre-qualification document and declare the following:

1 (a) I/ We have examined and have no reservations to the Prequalification Document, including Addenda No(s), issued.

(b) I/ We understand that Procuring Agency may cancel the prequalification process at any time and that Procuring Agency is not bound either to accept any application that it may receive or to invite the prequalified applicants to bid for the contract subject of this prequalification, without incurring any liability to the Applicants.

(c) PQ document by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of prequalification; (d) Agency reserves the right to amend the scope and value of any contract under this project.

2. The Procuring Agency and its authorized representative(s) may contact the following person(s) for further information, if needed;

Person to be contacted: Tender Clerk _____ Telephone: _____

3. The undersigned declares that the statements and the information provided are complete, true, and correct in every detail.

Signed:

Name:

1. Company Profile

Date: -----

All individual firms and each partner of a joint venture applying for prequalification are requested to complete the information in this form.

1.	Name of firm (legal): (In case of Joint Venture (JV), legal name of each partner:
2.	Nature of Business: (Whether the firm is a Corporation, Partnership, Trust etc.) (In case of Consortium; whether the Lead Consortium Member is a Corporation, Partnership, Trust etc.)
3.	Registered Head Office Address:
4.	Telephone Fax numbers: E-mail address:
5.	Place of Incorporation/Registration: Year of incorporation/registration: PEC Registration:
6.	Applicant's authorized representative: Telephone Fax numbers: E-mail address:
7.	Nationality of Owners.
	Name: _____ Country: _____

Note: Please attach the supporting documents where necessary and also attach the following documents:

The data regarding experience of the personnel mentioned in Annexure A-IV should be supplied separately using the Form below.

4(B) Curriculum Vitae (CV) for Proposed Experts

- 1. **Proposed Position:**
- 2. **Name of Firm:**
- 3. **Name of Staff:**
- 4. **Profession:**
- 5. **Date of Birth:**
- 6. **Year with the Firm:**
- 7. **Nationality:**
- 8. **Membership in Professional Societies:**
- 9. **Detailed Tasks Assigned on the Project:**
- 10. **Key Qualification:**
- 11. **Education:**
- 12. **Employment Record:**
- 9. **Languages:**

Speaking

Reading

Writing

- 14. **Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these bio-data correctly describe myself, my qualifications and my experience.

Signature of Staff Member

Date: _____
Day/Month/Year

Or:

Authorized official from the firm

5. Firm shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment (if any required) whether owned/ leased/ rented .

A. Equipment Capabilities (owned by the firm)

Sr. Nr	Name of Equipment	Name of manufacturer	Model and power rating	Capacity	Year of manufacture	Current location
1						
2						
3						
4						
5						
6						

B. Equipment Capabilities (leased/ rented by the firm)

Sr. Nr	Name of Equipment	Mention whether leased or rented	Name of owner	Address of owner	Contact name and title with Telephone Fax & E Mail of the owner	Agreements Details of rental / lease / manufacture agreements specific to the project
1						
2						
3						
4						
5						
6						

- 6. **Financial Status:** Please attach audited accounts of last three years
- A. **Banker's Information:**

Sr. Nr	Name & Address of Bank	Contact name and title	Telephone, Fax & E- Mail Address

GOVERNMENT OF SINDH



IRRIGATION DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

FOR

**CONSULTANCY SERVICES FOR FEASIBILITY STUDY/ PLANNING
FOR SUPPLYING ECOLOGICAL FLOWS IN
MANCHAR LAKE**

ADP NO. 562, 2015-16

**EXECUTIVE ENGINEER
SHAHBAZ IRRIGATION DIVISION SEHWAN
SOUTHERN SINDH CIRCLE DADU**

JANUARY 2016

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SECTION 1: LETTER OF INVITATION

Letter of Invitation

To,

SUBJECT: CONSULTANCY SERVICES FOR FEASIBILITY STUDY/ PLANNING FOR SUPPLYING ECOLOGICAL FLOWS IN MANCHHAR LAKE

1. The Irrigation Department, Government of Sindh invites proposals to provide the Consulting Services for Feasibility Study/ Planning for Supplying Ecological Flows in Manchhar Lake. More details on the services are provided in the Terms of Reference.
2. A firm will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with SPPRA Rules 2010 (latest amendment)
3. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract
6. Please inform us in writing at the following address, upon receipt:
 - (a) that you received the complete Request for Proposal (RFP) document; and
 - (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Executive Engineer
Shahbaz Irrigation Division Sehwan
Southern Sindh Circle Dadu

SECTION 2. INSTRUCTIONS TO CONSULTANTS

Instructions to Consultants

Definitions

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

2. Introduction

2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.

2.2 The eligible Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.

2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.

2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.

3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:

(i) A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such

preparation or implementation.

(ii) A Consultant (including its Personnel and Sub-Consultants) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant to be executed for the same or for another Procuring Agency.

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

Conflicting Relationships

3.2 Government officials and civil servants may be hired as consultants only if:

- (i) They are on leave of absence without pay;
- (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
- (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

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

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

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

5. Integrity Pact

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

6. Eligible Consultants

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

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

7. Eligibility of Sub-Consultants

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

8. Only one Proposal

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

9. Proposal Validity

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

9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than one percent and shall not exceed five percent of bid amount).

10. Clarification and Amendment in RFP Documents

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

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

11. Preparation of Proposals

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

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

12. Language

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

13. Technical Proposal Format and Content

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

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

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

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

(v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.

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

(i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last 10 years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).

(vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

15. Taxes

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

16. Submission, Receipt, and Opening of Proposals

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

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

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

17. Proposal Evaluation

17.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the PA on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the PA in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants' Proposal.

Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded.

18. Evaluation of Technical Proposals

18.1 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Data Sheet.

In the case of Quality-Based Selection, Selection Based on Consultant's Qualifications, and Single-Source Selection, the highest ranked consultant or firm selected on a single-source basis is invited to negotiate its proposal and the contract on the basis of the Technical Proposal and the Financial Proposal submitted.

**Public Opening and Evaluation of Financial Proposals:
(LCS , QCBS, and Fixed Budget Selection Methods Only)**

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

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

19. Evaluation of Financial Proposals

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

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

19.3 In case of **Least Cost Selection LCS Method**, the bid found to be the lowest evaluated bid shall be accepted.

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

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

20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical negotiations

21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.

22. Financial negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

23. Availability of Professional staff/experts

23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

24.2 After publishing of award of contract consultant required to submit a performance security at the rate indicated in data sheet.

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

25. Confidentiality

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

DATA SHEET

2.1	<p>Name of the Assignment is: Consultancy Service for Feasibility Study/ Planning for Supplying Ecological Flows In Manchhar Lake</p> <p>The Name of the PA's Official(s): Executive Engineer, Shahbaz Irrigation Division Sehwn, Southern Sindh Circle Dadu, Irrigation Department, Government of Sindh. Telephone: +92 25 4620046 Facsimile: E-mail: sid_sehwan@yahoo.com</p>
2.1	<p>The method of selection is: Quality and Cost Based Selection (QCBS) Method</p> <p>The Edition of the Guidelines is: Sindh Public Procurement Rules 2010 (Amended 2013)</p>
2.2	<p>Technical and Financial Proposal shall be submitted in separate envelope.</p>
2.5	<p>The PA will provide the following inputs and facilities: N/A</p>
5	<p>Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.</p>
6	<p>Shortlisted Consultants may associate with other shortlisted Consultants: No</p>
9.1	<p>Proposals must be valid 90 days after the submission date</p>
9.2	<p>1% of the Total Amount</p>
10.1	<p>Clarifications may be requested not later than five days before the submission date. The address for requesting clarifications is: Office of the Executive Engineer, Shahbaz Irrigation Division Sehwn, Southern Sindh Circle Dadu, Irrigation Department, Government of Sindh. Telephone: +92 25 4620046 Facsimile: E-mail: sid_sehwan@yahoo.com</p>
11.2	<p>The minimum estimated number of professional staff-months required for the assignment is: 70</p>
12	<p>The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.</p>
13.2	<p>The format of the Technical Proposal to be submitted is: FTP</p>

13.2	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right;">Points</th> </tr> </thead> <tbody> <tr> <td>(i) Specific experience of the Consultants relevant to the assignment:</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td style="text-align: center;">Total points for criterion (i)</td> <td style="text-align: right;">[10]</td> </tr> <tr> <td>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Technical approach and methodology</td> <td style="text-align: right;">[14]</td> </tr> <tr> <td style="padding-left: 20px;">b) Work plan</td> <td style="text-align: right;">[08]</td> </tr> <tr> <td style="padding-left: 20px;">c) Organization and staffing</td> <td style="text-align: right;">[08]</td> </tr> <tr> <td style="text-align: center;">Total points for criterion (ii)</td> <td style="text-align: right;">[30]</td> </tr> <tr> <td>(iii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Project Manager/ Team Leader</td> <td style="text-align: right;">[12]</td> </tr> <tr> <td style="padding-left: 20px;">b) Hydraulics/ Irrigation Engineer</td> <td style="text-align: right;">[08]</td> </tr> <tr> <td style="padding-left: 20px;">c) Hydrologist/ Water Resources Engineer</td> <td style="text-align: right;">[08]</td> </tr> <tr> <td style="padding-left: 20px;">d) Soil Mechanics Engineer</td> <td style="text-align: right;">[08]</td> </tr> <tr> <td style="padding-left: 20px;">e) Design Engineer</td> <td style="text-align: right;">[09]</td> </tr> <tr> <td style="padding-left: 20px;">f) Ecologist</td> <td style="text-align: right;">[05]</td> </tr> <tr> <td style="padding-left: 20px;">g) Sociologist</td> <td style="text-align: right;">[05]</td> </tr> <tr> <td style="padding-left: 20px;">h) Environmental Specialist</td> <td style="text-align: right;">[05]</td> </tr> <tr> <td style="text-align: center;">Total points for criterion (iii)</td> <td style="text-align: right;">[60]</td> </tr> <tr> <td style="text-align: center;">Total points for three criterion</td> <td style="text-align: right;">100</td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub criteria and relevant percentage weights:</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 80%;">1) General qualifications</td> <td style="text-align: right;">[20%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">[60%]</td> </tr> <tr> <td>3) Experience in region, language and status with the firm</td> <td style="text-align: right;">[20%]</td> </tr> <tr> <td style="text-align: right;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </tbody> </table> <p><i>The minimum technical score St required to pass is: 70 Points</i></p> <p>Remuneration Type: Lump Sum</p> <p>The single currency for financial proposal is : Pak Rupees</p>		Points	(i) Specific experience of the Consultants relevant to the assignment:	[10]	Total points for criterion (i)	[10]	(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:		a) Technical approach and methodology	[14]	b) Work plan	[08]	c) Organization and staffing	[08]	Total points for criterion (ii)	[30]	(iii) Key professional staff qualifications and competence for the assignment:		a) Project Manager/ Team Leader	[12]	b) Hydraulics/ Irrigation Engineer	[08]	c) Hydrologist/ Water Resources Engineer	[08]	d) Soil Mechanics Engineer	[08]	e) Design Engineer	[09]	f) Ecologist	[05]	g) Sociologist	[05]	h) Environmental Specialist	[05]	Total points for criterion (iii)	[60]	Total points for three criterion	100	1) General qualifications	[20%]	2) Adequacy for the assignment	[60%]	3) Experience in region, language and status with the firm	[20%]	Total weight:	100%
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13.2(vi)	Training is a specific component of this assignment: No																																														
14.1	<p>All the reimbursable direct cost to be indicated by the Consultant are:</p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable local communications such as the use of courier service, telephone and facsimile required for the purpose of Consulting Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services; (6) cost of printing and dispatching of the reports to be produced for Consulting Services; 																																														

	(7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in forgoing.
15.1	Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges
16.2	Consultant must submit the original and one copy of the Technical Proposal and the original of the Financial Proposal.
16.4	The Proposal submission address is: Office of the Executive Engineer, Shahbaz Irrigation Division Sehwn, Southern Sindh Circle Dadu, Irrigation Department, Government of Sindh. Telephone: +92 25 4620046 Facsimile: E-mail: sid_sehwan@yahoo.com Proposals must be submitted no later than the following date and time: Date: 27.01.2016 by Time: 2.00 PM
18.1	The method of selection is: Quality and Cost Based Selection (QCBS) Method The Edition of the Guidelines is: Sindh Public Procurement Rules 2010 (Amended 2013)
19.4	The formula for determining Financial Score is the following: $S_f = 100 \times F_m / F$ In which S_f is the Financial Score. F_m is the lowest price and F is the price of proposal under consideration. The weight given to Technical and Financial proposals are: $T = 80\%$ $P = 20\%$ Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weight ($T =$ the weight given to the technical proposal; $P =$ the weight given to the financial proposal; $T+P=1$) as follows: $S = S_t \times T\% + S_f \times P\%$
24.2	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee @ 2%
24.3	Expected date for commencement of consulting services March 2016

TECHNICAL PERSONNEL

S. Nr	Position	Minimum Experience (years)	Minimum Qualifications	Min. Man Months Required
1	Project Manager / Team Leader	Minimum 25 years of experience with M.E including at-least 15 years in relevant field and 10 years as Project Manager/ Team Leader.	M.E (Civil)	9
2	Hydraulic/ Irrigation Engineer	Hydraulics/ Irrigation Engineer will be a graduate Engineer with M.S. degree in Civil. He/she will have at least 15 years of professional experience and a minimum of ten (10) years specific experience.	M.E (Civil)	2
3	Hydrologist/ Water Resources Engineer	Hydrologist/ Water Resources Engineer will be a graduate Engineer with M.S. degree in Water Resources. He/she will have at least 15 years of professional experience and a minimum of ten (10) years specific experience.	M.E (Water Resources)	5
4	Soil Mechanics Engineer	Soil Mechanics Engineer will be a graduate Engineer with M.S. degree in Geotechnical Engineering. He/she will have at least 20 years of professional experience and a minimum fifteen (15) years specific experience.	M.E (Soil and Foundation Engineering)	2
5	Design Engineer	Design Engineer will be a graduate Civil Engineer with M.E./ B.E. degree. He/she will have at least 20 years of professional experience and a minimum fifteen (15) years of specific experience.	M.E (Civil)/ B.E (Civil)	6
6	Ecologist	An Ecologist will have a Bachelor of Science Degree in Environmental Science, Biology or a closely related field. He/she will have at least 15 years of professional experience.	M.Sc. or B.Sc. (4 years course) in Ecology/ Zoology	2

7	Sociologist	Minimum 15 years of experience in the Field	M.Sc. Social Science or equivalent	2
8	Environmental Specialist	Minimum 05 years of experience in the Field	M.Sc. (Environmental Management / Environmental Engineering)	1
9	Junior Engineer	Minimum 05 years of experience	B.E (Civil)	18
10	Surveyor	Minimum 05 years of experience	D.A.E (Civil)/ Certificate Courses	5
11	AutoCAD Draftsman	Minimum 05 years of experience	Certificate Course	9
12	Computer Operator	Minimum 05 years of experience	Certificate Course	9
Minimum Man Months				70

SECTION 3: TECHNICAL PROPOSAL - STANDARD FORMS

Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 13.2 of the Data Sheet for format of Technical Proposal to be submitted and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- | | |
|-------------------------------------|--|
| Form TECH-1. | Technical Proposal Submission Form |
| Form TECH-2. | Consultant's Organization and Experience
A - Consultant's Organization
B - Consultant's Experience |
| Form TECH-3. | Comments and Suggestions on the Terms of Reference and on Facilities to be Provided to the Consultants
A - On the Terms of Reference
B - On Facilities to be Provided to the Consultants |
| Form TECH-4. | Description of Approach, Methodology and Work Plan for Performing the Assignment |
| Form TECH-5. | Team Composition and Task Assignments |
| Form TECH-6. | Curriculum Vitae (CV) for Proposed Professional Staff |
| Form TECH-7. | Staffing Schedule |
| Form TECH-8. | Work Schedule |
| Other Mandatory Requirements | Mandatory Submissions by the Firms |

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To:

Executive Engineer
Shahbaz Irrigation Division Sehwan
Southern Sindh Circle Dadu
Irrigation Department, Government of Sindh

Dear Sir:

We, the undersigned, offer to provide the Consulting Services for Feasibility Study/ Planning for Supplying Ecological Flows in Manchhar Lake in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal:

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Firm's Name: _____

FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON FACILITIES TO BE PROVIDED TO THE CONSULTANTS

A - On the Terms of Reference

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

B - On Facilities to be provided to the Consultants

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

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

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

a) Technical Approach and Methodology,

b) Work Plan, and

c) Organization and Staffing,

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

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

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

Construction Supervision Team Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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

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

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

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

4. Date of Birth: Nationality:

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

6. Membership of Professional Associations:

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

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

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

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

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

Employer: _____

Positions held: _____

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

13. Certification:

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

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

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE

S.N	Name of Staff	Staff input (in the form of a bar chart)	Total Staff -month Input																
Review of Design, Drawings, & Tender Documents																			
		<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 5%;">1</th><th style="width: 5%;">2</th><th style="width: 5%;">3</th><th style="width: 5%;">4</th><th style="width: 5%;">5</th><th style="width: 5%;">6</th><th style="width: 5%;">7</th><th style="width: 5%;">8</th><th style="width: 5%;">9</th><th style="width: 5%;">10</th><th style="width: 5%;">11</th><th style="width: 5%;">12</th><th style="width: 5%;">N</th> </tr> </table>	1	2	3	4	5	6	7	8	9	10	11	12	N	<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">Home</th><th style="width: 33%;">Field</th><th style="width: 34%;">Total</th> </tr> </table>	Home	Field	Total
1	2	3	4	5	6	7	8	9	10	11	12	N							
Home	Field	Total																	
1	Home																		
	Field																		
2																			
3																			
Sub Total																			
Construction Supervision																			
1	Home																		
	Field																		
2																			
3																			
Sub Total																			
Grand Total																			

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

Full time input

Part time input

FORM TECH-8. WORK SCHEDULE

S. Nr	Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PA approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

2 Duration of activities shall be indicated in the form of a bar chart.

SECTION 4: FINANCIAL PROPOSAL - STANDARD FORMS

Section 4. Financial Proposal - Standard Forms

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

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

Form FIN-1. Financial Proposal Submission Form

Form FIN-2. Summary of Costs

Form FIN-3. Breakdown of Costs by Activity¹

Form FIN-4. Breakdown of Remuneration¹

Form FIN-4. Breakdown of Remuneration¹

Form FIN-5. Breakdown of Reimbursable Expenses

Form FIN-5. Breakdown of Reimbursable Expenses

Appendix. Financial Negotiations - Breakdown of Remuneration Rates

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Executive Engineer
Shahbaz Irrigation Division Sehwan
Southern Sindh Circle Dadu
Irrigation Department, Government of Sindh

Dear Sir:

We, the undersigned, offer to provide the Consulting Services for Feasibility Study/ Planning for Supplying Ecological Flows in Manchhar Lake in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal:

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

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

FORM FIN-2. SUMMARY OF COSTS

Item	Costs
Total Costs of Financial Proposal ¹	
Sales Tax on Services (15 %)	
Total Amount	

1. Indicate the total costs. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):²	Description:³
Cost component	Costs
Remuneration ⁴	
Reimbursable Expenses ⁴	
Subtotals	

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

² Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

³ Short description of the activities whose cost breakdown is provided in this Form.

⁴ Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):							
Name ²	Position ³	Staff-month Rate ⁴	Input ⁵ (Staff-months)	<i>[Indicate Foreign Currency # 1]⁶</i>	<i>[Indicate Foreign Currency # 2]⁶</i>	<i>[Indicate Foreign Currency # 3]⁶</i>	<i>[Indicate Local Currency]⁶</i>
Foreign Staff							
[Home]							
[Field]							
Local Staff							
[Home]							
[Field]							
Total Costs							

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

FORM FIN-4. BREAKDOWN OF REMUNERATION¹

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum.

Sr. Nr.	Name of Staff	Position	Input (Staff Months)	Staff Month Rate	Total Rs.
				Home	
				Field	

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

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES
 (This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of
 the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):								
Nº	Description ²	Unit	Unit Cost ³	Quantity	[Indicate Foreign Currency # 1]4	[Indicate Foreign Currency # 2]4	[Indicate Foreign Currency # 3]4	[Indicate Local Currency]4
	Per diem allowances	Day						
	International flights ⁵	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PA's personnel 6							
Total Costs								

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

3 Indicate unit cost and currency.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

5 Indicate route of each flight, and if the trip is one- or two-ways.

6 Only if the training is a major component of the assignment, defined as such in the TOR.

FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

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

S.No.	Item	Unit	Quantity	Rate	Amount Pak. Rs.
1	Consultants Home Design Office (Rental)	Month	9		
2	Utility Cost of Consultants Home Design Office	Month	9		
3	Communication Cost	Month	9		
4	Reproduction of Reports	Lump Sum			
5	Office Stationary and supplies	Month	9		
6	Equipment & software's (Rental)	Month	9		
7	Transportation				
7.1	Vehicle POL	Veh. Month	18		
7.2	Double Cabin Pickup	No.	01		
7.3	Hiring Vehicle	Month	9		
8	Per Diem	Lump Sum			
9	Accommodation cum Office at Site	Month	9		
10	Utilities for Accommodation cum Office at Site	Month	9		
11	Supplies and Maintenance for Accommodation cum Office at site	Month	9		
12	Furnishing for Accommodation cum Office at site	Month	9		
13	Office Boy/ Watchman	Month	27		
	Sub-Total (1 to 13)				
14	TOPOGRAPHIC SURVEY AND FIELD INVESTIGATIONS COST				
14.1	Cost of Detailed Topographic Survey	Lump Sum			
14.2	Cost of Geotechnical Investigations	Lump Sum			
	Sub-Total (14)				
	Total (1 to 14)				

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

SECTION 5: TERMS OF REFERENCE

SECTION 5:

DESCRIPTION OF SERVICES

Consultancy Services for Feasibility Study/ Planning for Supplying Ecological Flows in Manchhar Lake

TERMS OF REFERENCE

1. INTRODUCTION

The Manchhar Lake is the biggest natural fresh water lake in Pakistan, which is filled by all the storm water coming from Balochistan including main nais namely Nai Gaj, Nai Taki, Nai Bhori, Nai Naing and other local small nais which merge in Manchhar Lake. The Nai Gaj is the main source of feeding Manchhar Lake which brings about 350,000 cusecs of storm water when the heavy rain falls in the catchments of Nai Gaj and all the other local nais find their final destination in Manchhar Lake whenever there are rains in their catchments.

The second source of feeding Manchhar Lake is from Aral Manchhar Canal which is an inundation Canal off taking form River Indus at upstream of Sehwan Town. Its Head Regulator is located at 102 Mile of Larkana Sehwan Bund (L.S Bund). This canal provides fresh water of River Indus into Manchhar Lake when River Levels are favorable. This Regulator which is designed to carry 4,370 cusecs discharge is also used as double acting for draining and filling water for Manchhar Lake as per water demands. The crest level of Aral Head Regulator is at R.L 100.35 and whenever River Indus level rises to about R.L 105 and the corresponding level of water in Manchhar Lake is low, the flow from River Indus are allowed to enter in Manchhar Lake.

The third source for feeding of Manchhar Lake is Aral Laki Canal which is situated near Lal Bagh downstream of Sehwan Sharif. This Canal is controlled through a Regulator known as Aral Tail Regulator. As this Regulator is constructed on low level land (depression) therefore it is best and favorable source of feeding as well as draining of the Lake water. This regulator was damaged during super flood of 1995 and after Flood it was remodeled by adding one span on either side to carry 25,000 cusecs discharge.

The fourth source for feeding Manchhar Lake is Danister Canal which is also an inundation Canal. This canal was closed due to construction of Larkana Sehwan Bund (L.S Bund) during early thirties. On the pressing demand of growers of Taluka

Sehwan Sharif this Canal was re-commissioned by the construction of Head Regulator at Mile 101 of Larkana Sehwan Bund with the designed discharge of 500 cusecs during the year 1972. Danister Canal Head Regulator was washed off during super flood of 2010 and it was reconstructed / remodeled during year 2012 - 2013 to carry discharge of about 3,500 cusecs.

The Tail Regulator of this Canal is located at RD 62 of Manchhar Containing Bank, discharge of this Regulator is 500 cusecs.

Both of the above said Regulators are double acting and are used for filling as well as depletion of Manchhar Lake.

The fifth source for feeding of Manchhar Lake is Main Nara Valley (MNV) Drain, which offtakes from F.P Bund RD 346 where its Head Regulator is located which was constructed during 1972. On western side of F.P Bund there exists Hamal Lake. The effluent water of Hamal Lake finds its way into M.N.V Drain. There are two main escapes.

- Rawat Drain Ex: Mehar Branch of Rice Canal
- Pritchard Escape Ex: Dadu Canal which carry surplus / pancho water from Rice Canal and Dadu Canal during Kharif season.
- This water is accumulated into Manchhar Lake through M.N.V Drain. This drain also carries mountainous rain water of Kachhi plain area.

When Main Nara Valley Drain was extended from upper reach upto Balochistan and Punjab Provinces, Saline water of District Larkana, Shikarpur, Oambar Shahdadkot & waste water of Industries of Balochistan & Punjab Provinces led in Manchhar Lake through Main Nara Valley Drain causing pollution problem in the Lake and the fresh water converted into poisonous.

The fresh water inflows into Manchhar lake will be further reduced after completion of Nai Gai Dam.

Some of the solutions to make the water of Manchhar Lake fresh and usable for human being ecological life as well as Agricultural purpose and survival of fish and fall culture.

1. To divert the harmful water of MNV Drain into Arabian Sea by diverting through Right Bank Outfall Drain (RBOD) and only allows acceptable flows into Manchhar.

2. To take water from River Indus by excavating canal from upstream of Dadu Moro Bridge to Manchhar Lake.
3. To take water from Indus River by upgradation of existing Danister Pumping Scheme opposite Sehwan town.
4. Provide water supplies from Nai Gaj Reservoir

It is proposed to carryout a feasibility study to plan and design works for most suitable options to improve the fresh water inflows into the Manchhar Lake. For this purpose services of specialized engineering consultants will be required.

The Consultants shall after collection of necessary data, surveys and investigation and necessary hydrological, ecological and technical studies shall recommend and design the proposed works for ensuring the ecological sustainability flows to Manchhar. The study shall propose standard operating rules for Manchhar, Nai Gaj reservoir and canals and drains.

The consultants will carryout detailed survey and hydraulic survey of Manchhar Lake for Supplying Ecological Flows in Manchhar Lake. Following is scope of work.

The Consultant shall hold meeting with Stake Holders to seek concurrence before submission of study.

2. SCOPE OF WORK

The scope of work shall include but not be limited to the following:

- a. To propose options for storage of fresh water in Manchhar Lake round year.
- b. To propose options for enhancement of reservoir capacity of lake.
- c. To prepare drawing / design for the project.
- d. To prepare the detailed estimates of the Project.

2.1 Collection of Data

The Consultants shall collect all existing data which is essentially required for satisfactory completion of the study. The data shall include but not be limited to the followings:

- Previous technical, environmental, social and ecological studies carried out for Manchhar Lake, particularly with reference to its water quality and ecological sustainability of the lake.

- Ecological data about the lake
- Topographic survey maps of the project area
- Digital elevation model (DEM), map of watershed area of lake and its surround
- Environmental data
- Socio-economic data
- Technical information about
 - Nai Gaj Project
 - Dansitar Canal and its structures
 - MNV drain and its structures
 - RBOD
 - Flood Protection Bunds
- Water quality data (historical) of Manchhar lake, MNV Drain and RBOD
- Hydrological data about
 - Rainfall from gauging stations in project watershed area
 - Flow data of Nai Gaj
 - Flow data of Indus (including stage discharge relationship)
 - Elevation area – volume data about Manchhar and Hamal Lakes
 - Reservoir operation study results of Nai Gaj Dam
 - Feasibility Report of Sehwan Barrage

- Interaction/ Periodicals meetings with Stakeholders

2.2 Surveys and Investigations

The Consultants shall carryout following surveys and investigations:

2.2.1 Topo / Bathymetric Surveys

- Topo / bathymetric survey of Manchhar Lake and the lake containing bund. The consultants shall develop latest Elevation-Area-Capacity curves for the lake
- Cross Sectional Survey of Danistar Canal
- Cross Section Survey of MNV drain

2.2.2 Water Quality Tests

Water quality tests on water samples collected from Manchhar lake, MNV drain and RBOD at selected locations to assess the water quality during the cycle of a year.

2.2.3 Geotechnical Investigations

Geotechnical investigations / soil tests required for proposed works for supply of ecological flows.

2.3 Studies and Analysis

The Consultants shall carryout all necessary studies and analysis related to the project including but not limited to the following.

2.3.1 Identification of Natural / Man-Made Sources of Water for Manchhar

All the natural and made sources of water and potential annual inflow of each source in the extreme and average years. The study should be GIS based combined with hydrological analysis of the available rainfall and discharge records.

2.3.2 Estimation of Water Requirements for Sustainability of Ecology of Manchhar

The Consultant shall make an estimate of the minimum temporal inflow requirements to keep the ecology system the lake intact and sustainable.

2.3.3 Study for Safety of Manchhar Containing Bund

The Consultant shall carryout detailed study of the safety of Manchhar Containing bund which shall include the stability of embankment under all operative loading conditions, protection works against water waves during extreme winds and rain damages, free-board requirements and requirement of any spillway / escape structure.

2.3.4 Standard and Operating Rules

After simulation of historical inflow records, synthetic inflow developed by hydrological methods the consultants shall propose the standard operating rules for Manchhar lake and inflow outflow facilities to make optimum use with respect to ensuring the sustainability of ecology, water quality, the maximum benefits from storage and safety of its protective bunds.

2.3.5 Options for Supply of Water for Manchhar

The Consultants shall carry out a detailed comparative study of various options for supply of ecological flows to Manchhar Lake. These may include:

- Flows from Nai Gaj Reservoir

- Flows from River Indus
- Flows through Danistar Canal by gravity pumping or any other alternatives(s)
- Flows from MNV Drain with and without treatment options
- Flows from hill torrents

The comparative study shall cover technical and financial aspects of each option along with reliability and practicability. The options shall also propose the features of any additional structural and non-structural works and the operation and maintenance requirements of each option.

The Consultants shall make their recommendation(s) for the most suitable option(s).

Before proceeding for the recommended works, these shall be discussed with Client for their approval.

2.4 Detailed Design of Proposed Works

The Consultants shall prepare the detailed design drawings, bill of quantities and engineer's cost estimates for the approval works for the project.

2.5 Tender Documents

The Consultants shall prepare tender documents for proposed works as per SPPRA / PEC standards.

2.6 PC – I

The Consultants shall prepare PC-I for the proposed works according to Pakistan Planning Commission latest format.

3. Implementation Period

The proposed study is estimated to be completed in a period of about 09 months.

4. DELIVERABLES_

The Consultant shall submit following reports / documents during course of their study:

Report / Documents:	Submission date after commencement of study
1. Inception Report	15 days
2. Report on Options for Ecological Sustainability of Manchhar Lake	06 months
3. Interim Report/ Progress Report	Every month
4. Feasibility Study	07 months
5. Detailed Design	09 months
6. Draft Tender/ Bidding Documents	08 months 20 days
7. Draft PC-I	08 months 20 days
8. Final Tender Documents	09 months
9. Final PC-I	09 months

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature & Seal of Authorized Representative

Date

Name: _____

Title: _____

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

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social Charge	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Rate per working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour

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

SECTION 6 - STANDARD FORM OF CONTRACT

FORM OF CONTRACT

- [Notes: 1. Use this Form of Contract when the Consultants perform Services as Sole Consultants.
2. In case the Consultants perform Services as a Member of the joint venture, use the Form included at the end.
3. All notes should be deleted in the final text.]

This CONTRACT (hereinafter called the "Contract") is made on the ___ day of ___ month) of ___ (year), between, on the one hand _____ (hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, _____ (hereinafter called the "Consultants" which expression shall include the successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below/next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

Appendix A : Description of the Services
Appendix B : Reporting Requirements
Appendix C : Key Personnel and Subconsultants
Appendix D : Breakdown of Contract Price in Foreign Currency
Appendix E : Breakdown of Contract Price in Local Currency
Appendix F : Services & Facilities to be Provided by the Client
Appendix G: Integrity Pact (for Services above Rs. 10 million)

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

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

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

For and on behalf of

Witness

(CLIENT)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

For and on behalf of

Witness

(CONSULTANTS)

Signatures _____

Signatures _____

Name _____

Name _____

Title _____

Title _____

(Seal)

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

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

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Islamic Republic of Pakistan, as those may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (c) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (d) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Sub-Clause 2.1;
- (e) "GC" means these General Conditions of Contract;
- (f) "Government" means the Government of the Islamic Republic of Pakistan and/or Provincial Government(s);
- (g) "Foreign Currency" means currency other than the currency of Islamic Republic of Pakistan.;
- (h) "Local Currency" means the currency of the Islamic Republic of Pakistan;
- (i) "Member" in case the Consultants consist of a joint venture of more than one entity, means any of the entities, and "Members" means all of these entities;
- (j) "Party" means the Client or the Consultants, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Consultants or by any Subconsultant as employees and assigned to the performance of the Services or any part thereof;
- (l) "SC" means the Special Conditions of Contract by which the GC are amended or supplemented;

- (m) "Services" means the work to be performed by the Consultants pursuant to this Contract, as described in Appendix A;
- (n) "Subconsultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Sub-Clause 3.6;
- (o) "Third Party" means any person or entity other than the Client, the Consultants or a Subconsultant; and
- (p) "Project" means the work specified in SC for which engineering consultancy services are desired.

1.2 Law Governing the Contract

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

1.3 Language

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

1.4 Notices

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

1.5 Location

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

1.6 Authorised Representatives

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

1.7 Taxes and Duties

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

1.8 Leader of Joint Venture

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

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

2.1 Effectiveness of Contract

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

2.2 Termination of Contract for Failure to Become Effective

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

2.3 Commencement of Services

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

2.4 Expiration of Contract

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

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

2.5 Modification

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

2.6 Extension of Time for Completion

If the scope or duration of the Services is increased:

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

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial actions (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Subconsultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.7.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event; (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract; and (b) has informed the other Party in writing not later than fifteen (15) days following the occurrence of such an event.

2.7.3 Extension of Time

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

2.7.4 Payments

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

2.8 Suspension of Payments by the Client

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

2.9 Termination

2.9.1 By the Client

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

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

2.9.2 By the Consultants

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

- (a) if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;
- (b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultants may have subsequently approved

in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

- (c) if, as a result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days;
- (d) if the Client fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 7 hereof.

2.9.3 Cessation of Services

Upon receipt of notice of termination under Sub-Clause 2.9.1, or giving of notice of termination under Sub-Clause 2.9.2, the Consultants shall take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants, and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Sub-Clauses 3.8 or 3.9.

2.9.4 Payment upon Termination

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

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

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

2.9.5 Disputes about Events of Termination

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

3. OBLIGATIONS OF THE CONSULTANTS

3.1 General

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

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

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

3.3 Confidentiality

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

3.4 Liability of the Consultants

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

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

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

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

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

3.5 Other Insurance to be Taken out by the Consultants

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

3.6 Consultants' Actions Requiring Client's Prior Approval

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

- (a) appointing such Personnel as are listed in Appendix-C merely by title but not by name;
- (b) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of Subconsultants and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Subconsultants and its Personnel pursuant to this Contract;
- (c) any other action that may be specified in the SC.

3.7 Reporting Obligations

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

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

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

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

3.9 Equipment and Materials Furnished by the Client

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

3.10 Accounting, Inspection and Auditing

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

4. CONSULTANTS' PERSONNEL AND SUBCONSULTANTS

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

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

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

- (b) If the Client, (i) finds that any of the Personnel have committed serious misconduct or have been charged with having committed a criminal action; or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Except as the Client may otherwise agree, the Consultants shall; (i) bear all the additional travel and other costs arising out of or incidental to any removal and/or replacement; and (ii) bear any additional remuneration, to be paid for any of the Personnel provided as a replacement to that of the Personnel being replaced.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance, Coordination and Approvals

5.1.1 Assistance

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

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

5.1.2 Co-ordination

The Client shall:

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

5.1.3 Approvals

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

5.2 Access to Land

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

5.3 Change in the Applicable Law

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

5.4 Services and Facilities

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

5.5 Payments

In consideration of the Services performed by the Consultants under this

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

6. PAYMENTS TO THE CONSULTANTS

6.1 Lump Sum Remuneration

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

6.2 Contract Price

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

6.3 Terms and Conditions of Payment

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

6.4 Period of Payment

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

6.5 Delayed Payments

If the Client has delayed payments beyond the period stated in paragraph (b) of Sub-Clause 6.4, financing charges shall be paid to the Consultants for each day of delay at the rate specified in the SC.

6.6 Additional Services

Additional Services means:

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

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

6.7 Consultants' Entitlement to Suspend Services

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

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

7. SETTLEMENT OF DISPUTES

7.1 Amicable Settlement

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

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions of the Arbitration Act, 1940 (Act No.X of 1940) and of the Rules made thereunder and any statutory modifications thereto.

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

8. INTEGRITY PACT

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

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 2.9.3. Payment upon such termination shall be made under Sub-Clause 2.9.4 (a) after having deducted the amounts due to the Client under Sub-Para (a) and (c) of this Sub-Clause.

III. SPECIAL CONDITIONS OF CONTRACT

No. Amendments of, and Supplements to, Clauses in the General Conditions
of GC of Contract
Clause

1.1 Definitions

(p) "Project" means

1.6 Authorised Representatives

The Authorised Representatives are the following:

For the Client:

Telephone : _____
Facsimile : _____
E.Mail : _____

For the Consultants:

_____ (Name of Project Manager)
_____ (Project)
_____ (Address)

Telephone : _____
Facsimile : _____
E.Mail : _____

1.7 Taxes and Duties

[Note: To be included in this Sub-Clause as agreed with the Client.]

[All notes should be deleted in final text. All blanks should be filled in.]

1.8 Leader of the Joint Venture

The leader of the Joint Venture is (name of the Member of the Joint Venture).

[Note: If the Consultants do not consist of more than one entity, the Sub-Clause-1.8 should be deleted.]

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect is the date when the Contract is signed by both the Parties and the amount of advance payment due upon signing of the Contract is received by the Consultants.

2.2 Termination of Contract for Failure to Become Effective

The time period shall be days, or such other period as the Parties may agree in writing.

[Note: Fill in the time period e.g one hundred twenty (120) days.]

2.3 Commencement of Services

The Consultants shall commence the Services within twenty-one (21) days after the date of signing of Contract Agreement, or such other time period as the Parties may agree in writing.

2.4 Expiration of Contract

The period of completion of Services shall be ----- days from the Commencement Date of the Services or such other period as the Parties may agree in writing. The Services are estimated to be completed before 20...

"Completion of Services" means.....
.....
.....

3.5 Insurance to be Taken out by the Consultants

The risks and the coverages shall be as follows:

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in Pakistan by the Consultants or their Personnel or any Subconsultants or their Personnel, with a minimum coverage of Rs.....
- (b) Insurance against loss of or damage to equipment purchased in whole or in part with funds provided under the Contract.

3.6 Consultants' Actions Requiring Client's Prior Approval

The Consultants shall also clear with the Client, before commitments on any action they propose to take under the following:

- i) Issuing Variations Orders in respect of:
 - additional items of Works as determined by the Engineer to be necessary for the execution of Works.
 - any new item of the Works not envisaged in the Contract Documents and which is determined by the Engineer to be necessary for the execution of Works.
 - any item of Works covered under Provisional Sums
- ii) Claim from the Contractor for extra payment with full supporting details and Consultants recommendations, if any, for settlement.
- iii) Details of any nominated sub-contracts.
- iv) Any action under terms of Performance Guarantee or Insurance Policy.
- v) Any action by the Consultants affecting the costs under the following clauses of Conditions of Contract of the Construction Contract.
 - Adverse Physical Conditions and Artificial Obstructions
 - Suspension of Works
 - Bonus and Liquidated Damages
 - Certificate of Completion of Works
 - Defects Liability Certificate
 - Forfeiture
 - Special Risks
 - Frustration
- vi) Final Measurement Statement
- vii) Release of Retention Money
- viii) Any change in the ratios of various currencies of payment.

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

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

5.1.1 Assistance

- (a) The Client shall make available within days from the Commencement Date, the documents namely

.....
.....

This list if warranted shall be supplemented subsequently.

- (e) Other assistance and exemptions to be provided by the Client are.....
.....

5.1.2 Coordination

- (a) The departments and agencies include
.....
.....

5.1.3 Approvals

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

6.1 Lump Sum Remuneration

[Note: In case there are other expenditures in respect of which reimbursement is allowed in addition to the lump sum remuneration, details of such reimbursable direct costs expenditure which may include Subconsultants' costs, printing, communications, travel, accommodation etc., may be indicated herein. Each item shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.]

6.2 Contract Price

- (a) The amount in foreign currency is
The amount in local currency is Pakistani Rupees.....
- (b) The break up of foreign and local currencies shall be as under:
 - For Planning and Designing, total foreign currency comprising (Name the currency/currencies) is and total Pak Rs. is
 - For Construction supervision, total foreign currency comprising.....(Name the currency/currencies) is..... and total Pak Rs. is

6.3 Terms and Conditions of Payment

[Note: Terms and Conditions of Payment provided below is meant for sample reference. This should be edited on case to case basis as per scope of

work of the engineering consultancy services of the specific project.]

For Planning and Design

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

Payments shall be made according to the following schedule:

(a)	<i>Advance Payment upon signing of Contract Agreement</i>	@ 15% = Rs.-----
(b)	<i>Upon submission of Inception Report</i>	@ 10% = Rs.-----
(c)	<i>Upon submission of Detailed Design Report</i>	@ 40% = Rs.-----
(d)	<i>Upon submission of Draft Bidding Documents</i>	@ 25% = Rs.-----
(e)	<i>Upon submission of Final Bidding Documents</i>	@ 5% = Rs.-----
(f)	<i>Upon submission of Bid Evaluation Report</i>	@ 5% = Rs.-----

Total *100% = Rs.-----*

For Construction Supervision

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

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

(i) An advance payment of% of foreign currency and% of local currency, shall be made within() days of signing of the Contract Agreement. The advance payment will be set off by the Client in(give numbers) equal installments against the statements until the advance payment has been fully set off. First installment for the set off shall be made....

(ii) An amount of Rs.....(amount in words) shall be paid per month for months. In case the Services are completed before the scheduled date of completion stated in Clause 2.4, the balance amount shall be paid to the Consultants with their final bill.

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

6.4 Period of Payment

- (a) The time period for advance payment shall be() days after signing of Contract Agreement by both the Parties. (Fill in the time period e.g. thirty (30) days).

6.5 Delayed Payments

Financing charges are as under:

- (i) for foreign currency = ----- percent (___%) per annum
(ii) for local currency = eight percent (8%) per annum.

IV APPENDICES

Appendix A

Description of the Services

[Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.]

Appendix B

Reporting Requirements

Pursuant to Sub-Clause GC-3.7, the Consultants shall submit the following reports:

[List format, frequency, and contents of reports; persons to receive them; dates of submission and the number of copies of each submittal; etc. If no reports are to be submitted, state here "Not applicable".]

Appendix C

Key Personnel and Subconsultants

- [List under:
- C-1 Title [and names, if already available], activities of job descriptions of key Personnel to be assigned to work and staff-months for each.
 - C-2 List of approved Subconsultants (if already available); same information with respect to their Personnel as in C-1.]

Appendix D

Breakdown of Contract Price in Foreign Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price-foreign currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure.
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2)

Note:

This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]

Appendix E

Breakdown of Contract Price in Local Currency

[List here the elements of cost used to arrive at the breakdown of the Contract Price-local currency portion:

1. Remuneration for various items on the basis of rates as mutually agreed.
2. Other reimbursable direct costs expenditure related to:
 - (a) Support staff, and work charged staff;
 - (b) Office expenditures related to:
 - (i) rentals;
 - (ii) furnishing and equipment;
 - (iii) operation and maintenance of office, office equipment and furniture, office supplies.
 - (c) Transport including running and maintenance, and other associated costs;
 - (d) Travelling etc.
 - (e) Other costs
3. Total, remuneration and reimbursable direct costs expenditure = (1 + 2).

Note:

1. *Each item of reimbursable direct costs expenditure shall be specified whether it is payable on the basis of (a) lump sum monthly rate; or (b) reimbursement of actual expenditures.*
2. *This appendix will exclusively be used for determining remuneration for Additional Services in accordance with Sub-Clause GC 6.6.]*

Appendix F

Services and Facilities to be Provided by the Client

The Client shall make available the following Services and Facilities:

1. Services and Facilities of the Client

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

(a) _____

(b) _____

(c) Rent will be charged by the Client only for the family status accommodation provided to the Personnel, in the Client's colonies, at the following rates:

<u>Type of Accommodation</u>	<u>Monthly Rent (Rs)</u>
.....
.....

(d) No rent will be charged for single status residences provided by the Client to the Personnel.

2. Lodge Accommodation

If requested by the Consultants, the Client shall provide lodge accommodation, if available, to all Personnel of the Consultants or the Subconsultants when on visit to various parts of the Project area or any other station where such facilities or the lodge accommodation of the Client exists (and provided that the Personnel of the Consultants or the Subconsultants visit that place in connection with the Project) under the same terms and conditions as the Client's staff is entitled.

Appendix G

(INTEGRITY PACT)

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

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Buyer:

Name of Seller/Supplier:

Signature:

Signature:

[Seal]

[Seal]

CONTRACT FOR ENGINEERING CONSULTANCY SERVICES

LUMP SUM REMUNERATION

between

(NAME OF THE CLIENT)

and

(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)

for

_____ **(BRIEF SCOPE OF SERVICES)**

OF _____ **(NAME OF PROJECT)**

Month and Year

_____ **(NAME OF THE JOINT VENTURE OF THE CONSULTANTS)**

_____ **(Name of Individual Consultants)**

_____ **(Name of Individual Consultants)**

FORM OF CONTRACT

[Note: Use this Form of Contract when the Consultants performs Services as Joint Venture.

This CONTRACT (hereinafter called the "Contract") is made on the _____ day of _____ [month] of _____ [year], between, on the one hand, _____

(hereinafter called the "Client" which expression shall include the successors, legal representatives and permitted assigns) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultants' obligations under this Contract, namely:

(hereinafter collectively called the "Consultants" which expression shall include its successors, legal representatives and permitted assigns).

WHEREAS

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

NOW THEREFORE the Parties hereby agree as follows:

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

[Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]

- Appendix A: Description of Services
- Appendix B: Reporting Requirements
- Appendix C: Key Personnel and Subconsultants
- Appendix D: Breakdown of Contract Price in Foreign Currency
- Appendix E: Breakdown of Contract Price in Local Currency
- Appendix F: Services & Facilities to be Provided By the Client
- Appendix G: Integrity Pact (for Services above Rs. 10 Million)

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of

CLIENT'S NAME

Witness

Signature _____
 Name _____
 Title _____

Signature _____
 Name _____
 Title _____
 (Seal)

For and on behalf of

 NAME OF THE JOINT VENTURE OF THE CONSULTANTS

 Name of Member No. 1

Witness

Signature _____
 Name _____
 Title _____

Signature _____
 Name _____
 Title _____
 (Seal)

 Name of Member No. 2

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)

Name of Member No. 3

Witness

Signature _____
Name _____
Title _____

Signature _____
Name _____
Title _____
(Seal)