**“Establishment of Women University at Sukkur”**

**Under**

**SHAH ABDUL LATIF UNIVERSITY KHAIRPUR**



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| **REQUEST FOR PROPOSAL DOCUMENT FOR CONSULTANTS** |
| ***Details of work:***  **Conducting detailed Geo-Technical Studies of Land for “Establishment**  **of Women University at Sukkur”**    ***“Client”:***  ***“ Establishment of Women University Sukkur”***  ***@***  **Shah Abdul Latif University, Khairpur, Sindh-Pakistan**  **Phone No. +92715804472**  **Fax No.**  **E-mail:** ***womenuni.suk@salu.edu.pk***  **Website.**  **FOREWORD**  **This Standard Request for Proposals is applicable to consultant assignments by the procuring agencies of Sindh province whose legal agreement makes reference to the Sindh Public Procurement Rules, 2010 (Amended 2013).**  **PREFACE**  **This document Standard Request for Proposals (SRFP) is to be used for various selection methods described in the SPPR2010 (Amended2013).**  **2. Before preparing an RFP, the procuring agency/user must be familiar with the SPPRA 2010 (Amended2013), and Rule No72.**  **3. Rule No 72(1) shall be adopted for assignments of standard or routine nature where well- established practices and standards exist.**  **4. Incase Rule No72 (1) is not to be used, as the assignment is not an standard or routine nature, and standards and practices are not well-established, and procuring agency chooses other method of selection according to Rule No72 (2), (3), (4), (5) and (6), the reason shall be recorded in writing by the competent authority, and also sent to SPPRA with RFP.**  **5. The SRFP includes a standard Letter of Invitation, standard Instructions to Consultants, Terms of Reference, and a standard Form of Contract. The standard Instruction to Consultants and the standard General Conditions of Contract may not be modified under any circumstances. However, the Data Sheet and the Special Conditions of Contract may be used to reflect particular assignment conditions.**  **CONTENTS**   |  |  |  | | --- | --- | --- | | Section1. | Letter of Invitation |  | |  |  |  | | Section2. | Instructions to consultants |  | |  | Data sheet |  | | Section3. | Technical Proposal-Standard Forms |  | | Section4. | Financial Proposal-Standard Forms |  | | Section5. | Terms of Reference (TORs).... |  |     **SECTION – 1**  **Letter of Invitation**   |  |  |  |  | | --- | --- | --- | --- | | SALU_Logo  Under  Shah Abdul  Latif University  Khairpur | OFFICE OF THE PROJECT DIRECTOR  Establishment Of Women University at Sukkur  Banglow No. B-101, Akhuwat Nanger Society, Airport Road Sukkur,  Phone# 071-5804472 **E.mail:** [womenuni.suk@salu.edu.pk](mailto:womenuni.suk@salu.edu.pk) | |  | | No.PD-WU-SKR/Geo-Tech-Study/17 | | Dated 03.01.2017 | |   REQUEST FOR PROPOSALS FOR CONDUCTING GEOTECHNICAL STUDIES OF THE LAND FOR ESTABLISHEMENT OF WOMEN UNIVERSITY AT SUKKUR  Sealed proposals are invited from the interested consultant (s) / Firms / Contractors / Companies registered with Income Tax / Sindh Revenue Board and fulfill eligibility criteria under the SPPRA rules are invited to participate in the following tender.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name of Work | Tender Fee | Completion Period | Earnest Money | Date of Purchase | Date of Submission & Opening | | Conducting Geo Technical Studies of the Land for Establishment of Women University at Sukkur | Rs.2000/= | 02 Months | 2% | 09.01.2017 to 25.01.2017 | 26.01.2017 |   The consultants / Firms / Contractors / Companies shall be required to submit a bid comprises as single stage-Two envelops. Each envelope shall contain separately the “Financial Proposal” and the “Technical Proposal”; Selection will be made on “Least Cost Selection Method” as per rules SPPRA 2010 (amended 2013). The Financial Proposals of only technically qualified shall be opened.  Documents can be had from the office of the undersigned on the payment of Rs.2,000/- in the shape of Pay Order / Demand Draft (Non-Refundable) in favor of Project Director, Women University, Sukkur, Sindh, personally or by mail on any working day except the day of submission or can be downloaded from SPPRA website [www.pprasindh.gov.pk](http://www.pprasindh.gov.pk).  The proposals, complete in all respects should reach the undersigned on or before 13:00 hours on 26.01.2017, and will be opened on the same day at 13.30 Hours in presence of Consultant(s) / representatives of firm (s) whosoever will be present at that time. The other details are provided in the RFP. Any conditional or un-accompanied of 2% earnest money of tender will not be considered.  The Procuring Agency may reject all or any bids subject to relevant provisions of SPPRA Rules.  In case of any holiday announcement or disturbance the tenders will be opened on the next working day as per schedule.    (Dilawer Ali Mangi)  Project Director  **Consultants are required to submit the following documents in details**   * Company profile. * List of full time technical and supervisory staff along with their brief Cvs. * Registration as Consultants with Pakistan Engineering council. * Income tax registration and clearance certificate. * Details of works/services of similar nature already completed or in hand with cost, and satisfactorily certificate from the concerned executive officer. * Details of machinery and equipment. * Financial stability certificate issued from the recognized banks. * Affidavit regarding non-involvement in any arbitration/ litigation with any Government agency/ department or black listed. * Sales Tax registration and all other registrations copies with Govt: * Any other relevant information to facilitate in decision making. * The Consulting firms supplying wrong information are liable to legal action and disqualification * Pre-qualification documents can be obtained from the office of Project Director, Women University Sukkur on any working day during office hours or may be down loaded from website **www.pprasindh.gov.pk**. Last date for submission of documents is 26thJanuary, 2017.   **Project Director,**  **Women University Sukkur**  **@**  **Shah Abdul Latif University Khairpur, Sindh, Pakistan.**  **Phone # +92715804472**  **Fax No. +922439280360**  **Mobile# +923002103365**  **E-mail:** ­­­­­­­womenuni.suk@salu.edu.pk  **To**  **Project Director**  **Women University Sukkur**  **Subject: PREQUEST FOR PROPOSAL FOR CONDUCTING GEO-TECHNICAL**  **STUDIES OF LAND FOR WOMEN UNIVERSITY SUUKUR**    Dear Sir,  Kindly find herewith the documents as required in the advertisement published in daily “\_\_\_\_\_\_\_\_\_\_\_\_\_” dated\_\_\_\_\_/01/2017, Daily “\_\_\_\_\_\_\_\_\_\_” dated \_\_\_\_\_/.01/.2017, and Daily “\_\_\_\_\_\_\_\_\_\_\_\_” Dated:\_\_\_\_/01/2017 for subject work.  **1.** We accept that if our technical proposal is accepted than may be open by the “Client” financial proposal.  **2.** We undertake that you are not bound to accept the lowest or any proposal you may receive.  **3.** If our proposal are accepted than we are bound for services as required in the scope of work.  **4.** Unless and until formal agreement is prepared and executed this document together with your written acceptance thereof shall constitute a binding contract between us.  **5. Women University Sukkur as execution agency**, May rejects any bidding as per PPRA rules provisions. If any information furnished by the consultants proved to be false at later stage, the contract, if awarded, is liable for cancellation.  Dated this days of \_\_\_\_\_\_\_\_\_2017  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Firm:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Seal:    **SECTION – 2**  **Instructions**  **To**  **Consultants**  **Instructions to Consultants**  **01. Definition**  (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 Pakistan/Government of Sindh.  (g) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.  (h) “LOI” means the Letter of Invitation sent by the procuring agency to the Consultant.  (i) “Proposal” means the Technical Proposal and the Financial Proposal.  (j) “RFP” means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.  (k) “Sub-Consultant” means any person or entity to which the Consultant subcontracts any part of the Services.  (l) “Client” means Project Director “Establishment of Women University @ Sukkur at Shah Abdul Latif University, Khairpur Sindh Pakistan with which the selected Consultant signs the Contract for the Services.  (m) “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, all other works related for construction of works.  (n) “Sub-Consultant” means any person or entity to which the Consultant subcontracts any part of the Services.  (0) “Terms of Reference” (TOR) means the document included in the RFP 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.  **02. Introduction**  **2.1** The “Client” will pre-qualify /short list the consulting firms, in accordance with the method of selection as specified.  **2.2** The eligible Consultants (prequalified/shortlisted if so) are invited to submit a Financial Proposal. 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 ask for any query, Consultants may liaise with “Client” 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 “Client” 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** “Client” “may provide facilities and inputs as required by the bidder/firm  **03. Conflict of Interest**  **3.1** Consultants are required to provide professional, objective, and impartial advice and holding the “Client’s” 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 “Client”, 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. 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:  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  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.  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 Govt: 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.  **04. 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 (Amended 2013) 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 (Amended 2013), “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”.  **05.Integrity Pact**  Pursuant to Rule 89 of SPPR 2010 (Amended 2013) 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)  **06. Eligible Consultants**  **06.1.** Pre-qualified on their technical proposals submitted, are eligible for the 2nd step of selection i-e opening for financial proposal.  **06.2.** If short listing process has been undertaken through REOI, as outlined under Rule73 and 74 of SPPR, 2010 (Amended 2013) for the Contract(s) for which these RFP documents are being issued, those firms - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been pre-qualified are eligible.  **06.3.** Short listed consultants emerging from request of expression of interest are eligible.  **07. Eligibility of Sub-Consultants**  A shortlisted Consultant would not be allowed to associate with Consultants who have failed to qualify the short listing process.  **8. Only one Proposal**  Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. Participation of the same Sub-Consultant, including individual experts, to more than one proposal is not allowed.  **9. Proposal Validity**  **9.1** The Data Sheet indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB) and 120 days in case of International competitive Bidding (ICB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.  **10. Clarification and Amendment in pre-qualification Documents**  **10.1** Consultants may request for a clarification of contents of the pre-qualification document in writing, and “Client” 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 “Client” shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry.  **10.2** At any time before the submission of Proposals, the “Client” may amend and issue 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 “Client” 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, nature of work, etc.  **11.2** The consultants are encouraged to co-ordinate for any query with representative of the “Client”  **12. Language:** Written language will be English.  **13. Technical Proposal Format and Content**  **13.1** While preparing the Technical Proposal, consultants must give particular attention to the following:  ***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.***  ***It is desirable that the majority of the key professional staff proposed, be permanent employees of the firm or has an extended and stable working relationship with it.***  ***Proposed professional staff must, at a minimum, have the experience, preferably working under similar geographical condition.***  Alternative professional staff shall not be proposed, and only one curriculum vita (CV) shall submit for each position.  **13.2** The Technical Proposal shall provide the following information.   1. A brief description of the consultant organization and an outline of recent experience on assignments 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. 2. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing 3. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last years. 4. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment. 5. A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring. Any additional information required by the “Client”.   **14. Financial Proposals**  The Financial Proposal shall be prepared considering the scope and nature of the work, the financial proposal shall be accepted after pre-qualification/short listing on the basis of technical proposal. Alternatively Consultant may provide their own 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.  **14.1** After the technical evaluation is completed, the “Client” shall notify in writing to the Consultants that have secured the minimum qualifying marks, allowing a reasonable time, for the Financial Proposals.  **14.2** 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.  **14.3** The consultants may be called for demonstration/presentation.  **15. Taxes** The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract or levied by the Government time to time.  **16. Submission, Receipt, and Opening of proposals**  Proposal shall contain no interlineations or overwriting and submitted accordingly.  For this tender PPRA’s **Single Stage Two Envelop procedure** as per clause 46 (2) for open competitive bidding is adopted, detailed as under;   1. Bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and then technical proposal; 2. envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion; 3. initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened; 4. envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened; 5. procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements; 6. no amendments in the technical proposal shall be permitted during the technical evaluation; 7. financial proposals of technically qualified bids shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance; 8. financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and 9. Bid found to be the lowest evaluated or best evaluated bid shall be accepted. |
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**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.

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.

**20. Negotiations**

20.1 Negotiations will be held at the date and address indicated in the Data Sheet or pre informed date and time. 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 submitting a performance security at the rate indicated in date sheet.

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

**24.4.** The “Client” shall award the Contract to the selected Consultant and the same would be communicated to all participants accordingly. After receiving of award of contract consultant are required to sign the agreement for the specified work.

**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 finalization 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.

**26. Duties of the Consultants:**

The Consultants shall perform their duties in the following phases:

**26.1 Investigation Phase:**

(a) To carryout engineering, social and environmental investigations and studies of the site, prepare data and analysis to ascertain the final requirement for the planning and design of the schemes, needed for the best construction.

(b) To prepare feasibility report and general layout plan of the schemes, with short and long term maintenance, with stipulated cost.

26.2 The consultancy charges would be in terms of percentage of total cost of any work assigned to the consultants.

26.3 The final cost of works shall be determined after acceptance of the contract price by the “Client”. In the event that change occurs with the approval of the “Client” (upward or downwards) in the contract price, then the cost of the works will be adjusted accordingly. The adjusted completion price shall be stand as the final cost of completed building and the Consultants fees shall be finalized accordingly. Detail is as under

**27. Mode of Payment:** Mode of payment negotiable and shall be set after finalization of selection process. However tentative details are attached.

**28. Care and Diligence:** The Consultants affirm and guarantee that they are skilled and fully qualified, and that they shall make use of all such skills and qualification in the best professional standards and skills.

28.2 The Consultants shall be fully responsible for the correctness and suitability of their design and the safety of the structure and services built according to their design and specifications. The approval of the design by the “Client” shall not absolve the Consultants or their associates of their responsibilities under this article.

If the “Client” suffers any losses due to proven faults, errors, delay or omissions in design on the part of Consultants or any of their associates up to the satisfaction of the project, Consultants shall be liable to make good all such losses.

**Data Sheet**

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| **1.1** | **Name of the Assignment.**  **Request for Proposals is for providing Consultancy Services for conducting Geo-Technical Studies of Land for “Establishment of Women University at Sukkur” funded by Government of Sindh.**  The Name of the PA’s official(s): **Dilawer Ali Mangi,**  **Project Director for “Establishment of Women University at Sukkur.**  Address: **B-101, Akhuwat Nanger Society, Airport Road Sukkur, Sindh Pakistan**  Telephone: **Tel # +92715804472**  E-mail: [**womenuni.suk@salu.edu.pk**](mailto:womenuni.suk@salu.edu.pk) | | | |
| 1.2 | The method of selection is: **Least Cost Selection Method**  The Edition of the Guidelines is: **SPPRA rule No. 72(1)** | | | |
| 1.3 | Financial Proposal to be submitted together with Technical Proposal | | : **YES** |  |
| *(Single Stage two envelope method 46(2) SPPRA)* | | | |
| 1.4 | The PA will provide the following inputs and facilities:  **SALU Khairpur would facilitate provision of all available data and reports with the Government of Sindh. SALU Khairpur, Sindh and its Ministries, Departments or Agencies will give the consultants access to all available data relevant to their task as per Government Rules.**  **All available relevant documents in physical and/electronic form, clearances for access to project sites, assistance in contacting and liaising with government officials and agencies, suitable designated counterpart, or liaison staff, and support in obtaining working permits, or any other relevant government clearances, but no routine administrative support, offices space, local transportation, equipment, data collection and processing, or other services.** | | | |
| 1.5 | The Proposal submission address is: **Office of the Project Director “Establishment of Women University Sukkur” B-101, Akhuwat Nanger Society, Airport Road Sukkur**  Proposals must be submitted no later than the following date and time:  **26th January ,2017 upto 13.00** (Hours) | | | |
| 1.6 | Expected date for commencement of consulting services: | February,.2017 | | |  |
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| 9.1 | Proposals must remain valid for **Ninety (90)** days after submission date. | | | |

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| 10.1 | Clarifications may be requested not later than | **Five (05)** | days before the |
| Submission date.  The address for requesting clarifications is: Project **Director “Establishment of Women University at Sukkur”B-101, Akhuwat Nanger Society, Airport Road, Sukkur .**  **Tel # +92715804472, +923002103365**  E-mail: womenuni.suk@salu.edu.pk | | |
| 12 | The Proposals shall be submitted in the following language: **ENGLISH** | | |
| 6.1 | Short listed Consultants may associate with other short listed Consultants: **NO** | | |
| 11.2 | The estimated number of professional staff-months required for the assignment  Is: **The assignment shall have essence of time.**  or:  The available budget is: [In the case of Selection under a Fixed Budget (FBS), select the following sentence] The Financial Proposal shall not exceed the available budget of: Rs.9.00 Million | | |
| 13.1 | The format of the Technical Proposal to be submitted is: **Full Technical Proposal (FTP)** | | |
| 13.2(vii) | Training is a specific component of this assignment: **No** | | |
| 14.1 | Applicable reimbursable expense shall be as follows:  in case slow progress is countered due to receive of less funds or any other solid reason no extra claim will be made | | |
| 15.1 | Amounts under the contract to be subject to:  Director Indirect Taxes payable by the Consultants: **YES**  Consultants shall be subject to income tax in accordance with the Islamic  Republic of Pakistan legislation and the client will deduct such taxes at source. | | |
| 6.3 | Consultants to state all costs in the national currency: **YES** | | |
| 16.2 | Consultant must submit the original and Two (02) copies of the Technical  Proposal and One (02) copy of the Financial Proposal. | | |
| 13.1 | Choose only one of the below options:  **Option-A**  Criteria, sub-criteria, and point system for the evaluation of Full Technical  Proposals are: | | |

\*

(i) Specific experience of the Consultants relevant to the assignment: [10]

Points

(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of

Reference:

a) Technical approach and methodology [10] b) Work plan [10] c) Organization and staffing [10] **Total points for criterion (ii): [30]**

(iii)Key professional staff qualifications and competence for the assignment:

a) Team Leader on Architect side [15] b) Team Leader on Engineering Side [10] c) Building Design Specialist [07] d)Water Supply & Drainage Specialist [07] e)Road Specialist [07] f)Electrical Specialist [07] g) Quality Surveying Specialist [07] **Total points for criterion(iii): [60]**

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:

1) General qualifications [30%]

2) Adequacy for the assignment [60%]

3) Experience in region and language [10%]

**Total weight: 100%**

The minimum technical score (ST) required to pass is: **Seventy Five (70) points.**

1Consideration may also be given to the number of pages submitted as compared to the number recommended under para.3.4(c) (ii) of these Instructions.

|  |  |  |  |
| --- | --- | --- | --- |
|  | All adopted sub-criteria should be specified in the RFP. The points allocated to  each of the sub-criteria under “qualifications and competence of key staff” must  Be indicated in the RFP.  The minimum technical score St required to pass is: Points[ 70 ] Remuneration Type: **Percentage Basis**  The single currency for price conversions is: | | |
| 20.1 | Expected date and address for contract negotiations: OoOct | **2017** |  |
|  | | |
| 24.2 | Successful consultant is required to submit performance security in form of pay  Order, demand draft or bank guarantee (10% of the contract amount). | | |
| 5.1 | Consultants under take to sign Integrity Pact for the procurement estimated to  Exceed Pak Rs.2.5 million. | | |

**SECTION-3**

**TECHNICAL PROPOSAL SUBMISSION FORM**

**FORMTECH-1.TECHNICAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:

The Project Director

Women University Sukkur

Dear Sir:

We, the undersigned, offer to provide the consulting services for conducting geotechnical studies of land for the scheme **“Establishment of Women University at Sukkur, Sindh,** in accordance with your Request for Proposal dated and our Proposal. We are hereby submitting our Proposal, which includes Single Stage- two envelop procedure.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant].1

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:

**For FTP Only**

FORM TECH-2. CONSULTANT’S ORGANIZATION AND EXPERIENCE

***A- Consultant’s Organization***

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

**For FTP Only**

FORM TECH-3.COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTER PART STAFF AND FACILITIES TO

BE PROVIDED BY THE PA

***A –On the Terms of Reference***

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

**TECHNICAL SPECIFICATIONS**

**PART 1 GENERAL**

**1.1 Scope**

**The** Contractor is required to carry out subsurface investigation including boring, sampling, core drilling, field and laboratory testing. The location of drill holes shall be as shown in drawings or as directed by the Engineer.

**1.2 Work Description**

The Contractor shall provide the data to determine the type, nature, and characteristics of subsurface materials and ground water conditions as they exist in the locations specified. This is to be accomplished by means of boring through sampling, core drilling, laboratory testing.

**1.2.1 Drilling of Borehole in Soil**

Drive sample boring shall be made through unconsolidated or partly consolidated sediments or decomposed rock by means of a mechanically driven split spoon sampler. The purpose of these borings is to obtain knowledge of the composition, the thickness, the depth, the sequence, the structure, and the pertinent physical properties of foundation materials, Drive sample boring and sampling shall be performed in accordance with ASTM D 1587 and as directed by the Engineer.

**1.2.2 Core Drilling**

Drilling of cores shall be carried out by Double Tube core barrel that will provide continuous and complete rock cores from any subsurface interval of bedrock specified for investigation performed as per ASTM D 2113. The method used shall provide equally good recovery of core from both hard and soft rocks. The recovery under no condition shall be less than 90 percent.

**1.2.3 Laboratory Test on Soil, rock and Water Sample**

The Contractor shall carry out laboratory test on soil, rock and water samples specified by the Engineer at approved laboratory.

**1.3 Submittals**

The following information shall be submitted for Engineer’s review and approval.

**1.3.1 Drilling Logs**

The Contractor shall submit complete, legible copies of drilling logs and records to the Engineer with 3 days after a bore hole is completed. Each bore hole shall be logged, the information entered on drill log shall include but not be limited to the general location, borehole designation, ground elevation, date of start and completion, rock type and condition, any unusual condition.

**1.3.2 Method Statement**

Prior to start of work, the Contractor shall submit a plan for drilling, sampling, testing, and safety. The plan shall include, the proposed method of drilling and sampling including a description of the equipment and sampling tools that will be used, a listing of any subcontractors to include a description of how the subcontractors will be used and a description of all methods and procedures that will be utilized to insure a safe operation and to protect the environment. This submittal shall also include a statement of the prior experience, in the type of work described in these specification, of the person or persons designated to perform the work specified herein. No work shall be performed until this plan has been approved and no deviation from the approved plan will be permitted without prior approval by the Engineer.

**1.3.3 Daily Progress Report**

The Contractor shall submit daily progress report including, date, time of work, type of rig, type of drilling, record of water table at start and end of shift, linear meter of drilling/day.

**1.3.4 Field and Laboratory Tests Result, Complete will all Calculations and Graphs,**

* Field Test Results on standard format on daily basis.
* Laboratory Test Results in the form of weekly and final completion report on laboratory testing.
* Calculations and graphs of the Date.

**1.3.5 Photographs of Core Boxes, Field and Laboratory Testing.**

Contractor shall provide photographs of drilling rigs, labeled core boxes for record and reference.

**1.3.6 Care and Delivery of Samples**

The Contractor shall be solely responsible for preserving all samples in good condition. Samples shall be protected from undue exposure to the weather, and shall keep all descriptive labels and designations on sample jars, tubes, and boxes clean and legible until final delivery of samples to, and acceptance by, the Engineer. Except as otherwise specified, the Contractor shall deliver samples to the approved laboratory within 3 days.

**1.4 Location of Boreholes**

The approximate locations of boreholes are shown on the drawings. The actual locations will be established in the field by the Engineer prior to the start of work. The elevation of the established locations will be carried out by the Contractor prior to the start of work.

**1.5 Sequencing and Scheduling**

The order in which the work is to be accomplished will be determined in the field by the Engineer.

**1.6 Supervision by the Contractor**

The Contractor shall provide a qualified, geologist experienced in subsurface exploration to oversee all the drilling, sampling, and field testing operations. This individual shall be responsible for the preparation of a separate log and/or report for each boring, pressure test, ore permeability and shall also be responsible for the preparation of all soil and rock samples for delivery to the designated point.

**1.7 Laboratory Testing**

The Contractor is required to carry out tests in an approved standard laboratory on selected soil and rock samples collected during sub-surface investigation. The tests on rock cores and soil samples shall be as directed by the Engineer.

The tests shall be conducted according to the ASTM/AASHTO testing standards or equivalent British Standard (BS)

Liquid Limit, Plastic Limit and Plasticity Index of Soils: ASTM D4318 (2000)

Specific Gravity of Soil Solids: ASTM D5550 (2000) or

D 854 (2000)

Particle size Analysis of Soils ASTM D 422-63 (2000)

Determination of Water (moisture) Content of soil

And rock samples ASTM D 2216 (1998)

Unconfined Compressive Strength of Intact Rock Core

Specimens ASTM D2938-95 (2000)

Chemical Tests on Soil samples (pH value, organic content,

Sulphates, and chloride content) According to NCRR-

Publication No.221 (1998) procedures.

**PART 2 PRODUCTS**

**2.1 Sample Containers**

The Contractor shall furnish at his cost, jars, tubes, and boxes that meet the following requirements. All such containers will become the property of the Procuring Agency and the cost there of shall be included in the contract price for the applicable item for which payment is provided.

**2.1.1 Sample Jars**

Sample Jars shall be 1.0 L capacity, wide-mouth over 57 mm in diameter plastic Jars with moisture-tight screw tops.

**2.1.2 Shipping Boxes**

Boxes for shipping sample Jars shall be corrugated cardboard or wooden boxes that have the capacity to hold no more than 12 sample jars and the strength to contain and protect the jars and their contents under ordinary handling and environmental conditions.

**2.1.3 Core Boxes**

Longitudinally partitioned, hinged top, wooden core boxes constructed of plywood and dressed lumber or other approved materials shall be used for all rock cores. As many core boxes as may be required shall be used to box all core. Core boxes shall be completely equipped with all necessary partitions, hinges, and hasp for holding down the cover. In addition, the Contractor shall provide wood spacers made of surfaced lumber (not plywood) and having dimensions that are 3 mm less than the inside dimension of the individual core box troughs and no less than 19 mm thick for blocking the core in the boxes and for providing a marking space to identify core runs and pull depths/elevations.

The maximum length of a core box shall be 1.2 m for 75 mm or smaller core and shall be dimensioned so that a box will hold 3.6 to 4.9 m of core. The maximum length of a core box for core that is larger than 75 mm shall be 1.5 m.

**2.2 Labels**

**2.2.1 Samples Jar Labels**

Printed or type-written, fade resistant and waterproof label shall be affixed to the outside of each jar and shall contain the following information.

PROJECT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LOCATION\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOLE NO\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ STATION\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JAR NO\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOP ELEV.OF HOLE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DEPTH OF SAMPLE\_\_\_\_\_\_\_\_\_\_

DESCRIPTION OF MATERIAL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Such as Moist, silty, medium sand)

**2.2.2 Shipping Box Labels**

Each box of jar samples shall be identified with weatherproof and wear-proof labels indicating the following:

PRJECT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LOCATION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

JAR SAMPLES FROM HOLE OF HOLES:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2.2.3 Core Box Labels**

PROJECT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOLE NO:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BOX NO:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TOTAL NUMBER OF BOXES FOR THE HOLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ORMTECH-4.DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT**

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

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

*a) Technical Approach and Methodology, b) Work Plan*

*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 high light 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 inter relations, 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 the min to 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 FormTECH-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**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Professional Staff** | | | | |
| **Name of Staff** | **Firm** | **Area of Expertise** | **Position** | **Assigned Task Assigned** |
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**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:

**11. Detailed Tasks**

**Assigned**

[List all tasks to be

Performed

under this assignment]

**12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**

[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.]

Name of assignment or project: Year: Location: PA: Main project features: Positions held:

Activities performed:

**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.

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

Full name of authorized representative:

**FORM TECH-8. WORK SCHEDULE**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Activity 1** | **Months 2** | | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** |
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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**

[Comments in brackets [ ] provide guidance to the shortlisted Consultants for the preparation of their

Financial Proposals; they should be deleted from the Financial Proposals to be submitted.]

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

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

2.]

Financial Proposal Submission Form .................................................

Financial Proposal Form .....................................................................

Schedule of Supervisory Staff .......................................................

Annexure-A ………………………………........................................................

Annexure-B ………………………….............................................................

**FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM**

[Location, Date]

To:

The Project Director,

Women University Sukkur

Dear Sirs: We, the undersigned, offer to provide the Consultancy Services for conducting Geo-Technical Studies of Land for the scheme “Establishment of Women University at Sukkur, in accordance with your Request for Proposal dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and our Technical Proposal. Our attached Financial Proposal is for the sum1 of . Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet. Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below:

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: \_

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

2 2 if applicable, replace this paragraph with: “No commissions or gratuities have been or are too paid by us to agents relating to this Proposal and Contract execution.”

**Bid Form and Price Schedules**

Date: IFB N:

*To: [name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to \_\_\_\_\_ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring agency.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent Amount and Currency Purpose of Commission or gratuity

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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(if none, state “none

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ESTABLISHMENT OF WOMEN UNIVERSITY AT SUKKUR**

**BILL OF QUANTITIES**

**FOR GEOTECHNICAL INVESTIGATION**

**Price Schedule in Pak. Rupees**

Name of Bidder\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. IFB Number­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Page of\_\_\_\_\_

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **1**  **Item** | **2**  **Description** | **3**  **Quantity** | **4**  **Unit** | **5**  **Rate (Rs.)** | **6**  **Amount (Rs.)** |
| 1 | Mobilization of boring and drilling equipment and plants etc, move boring and drilling equipment from one borehole to other and demobilize from last borehole. This includes mobilization of all tools, plants, equipment & personnel etc complete | L.S | 1 |  |  |
| 2. | Boring and drilling in all kinds of strata upto 15 m (50-ft) depth or upto hard rock strata if hard rock strata is intercepted except hard rock, including lowering casing and taking disturbed or undisturbed samples and logging as specified. | 616 | Lin.m |  |  |
| 3. | Drilling through hard rock by rotary drilling method including taking continuous rock core samples, recovery and preservation of cores to any depth (Minimum depth through rock will be 1.5m (5-ft) at bottom of the bore hole if hard rock strata is intercepted. | 115 | Lin.m |  |  |
| 4. | Carry out standard penetration test (SPT) at 1.5m interval or change of strata, which ever applicable depending upon stratigraphy of each bore hole. Minimum for each bore hole  Depth 5m = 3  Depth 8m =4  Depth 10m =5  Depth 15m = 8 | 400 | Nos. |  |  |
| 5. | Taking undisturbed soil samples. (Minimum 2 for each bore holes) | 150 | Nos. |  |  |
| 6. | Taking water samples and establish depth of water table | 5 | Nos. |  |  |
| 7. | Field Temperature measurement at 1m, 5m,10m and 15m depths for each bore hole. | 250 | Nos. |  |  |
| 8. | **Laboratory Tests:** |  |  |  |  |
| a. | Grain size analysis | 200 | Nos. |  |  |
| b. | Hydrometer analysis | 35 | Nos. |  |  |
| c. | Atterberg Limits (LL/PL) | 150 | Nos. |  |  |
| d. | Natural Moisture Content | 200 | Nos. |  |  |
| e. | Direct Shear Test | 100 | Nos. |  |  |
| f. | Unconfined Compression test on soil and rock samples | 100 | Nos. |  |  |
| g. | Specific Gravity of soil | 100 | Nos. |  |  |
| h. | Unit Weight (Bulk density) | 200 | Nos. |  |  |
| i. | Consolidation Test | 20 | Nos. |  |  |
| j | Triaxial Test | 100 | Nos. |  |  |
| k. | Permeability Test for Soil | 10 | Nos. |  |  |
| l. | Soil Resistivity Survey | 05 | Nos. |  |  |
| m. | Water Resistivity Survey | 05 | Nos. |  |  |
| n. | Chemical test (Sulphate, Chloride, & PH) on soil samples | 05 | Nos. |  |  |
| o. | Chemical test (Sulphate, Chloride, PH & TDS) on water samples | 05 | Nos. |  |  |
| 9. | **Geotech Report**  Preparation & submission of (10copies) of Geotechnical Investigation report with recommendation w.r.t following. | 10 | Nos. |  |  |
| a. | Soil bearing capacity for different building blocks |  |  |  |  |
| b. | Pile load capacity for 18’’, 24’’ & 30’’ dia piles for loose soil areas if pile foundation is required. |  |  |  |  |
| c. | Foundation type such as isolate, strip or mat/raft for different building units. |  |  |  |  |
| d. | Seismic parameters such as soil type, seismic co-efficient values (Ca, Cv ) etc. |  |  |  |  |
| e. | Active & Passive co-efficient (Ka, Kp) of soil for lateral pressure |  |  |  |  |
| f. | Modulus of Sub-grade Reaction for soil |  |  |  |  |
| g. | Poisons ratio |  |  |  |  |
| h. | Elastic modulus of soil |  |  |  |  |
| i. | Dynamic shear modulus |  |  |  |  |
|  | **TOTAL AMOUNT RS.** | | | |  |

Total Price in Word: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Bidder:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Note:* In case of discrepancy between unit price and total, the unit price shall prevail.**

**2. Bid Security Form**

Whereas *[name of the Bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of Procuring agency]* (hereinafter called “the Procuring agency”) in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:

(a) fails or refuses to execute the Contract Form, if required; or (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring agency up to the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

*­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*[signature]*

**3. Contract Form**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ between *[name of Procuring Agency]* of *[country of Procuring agency]* (hereinafter called “the Procuring agency”) of the one part and *[name of Bidder]* of *[city and country of Bidder]* (hereinafter called “the Bidder”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz.,

*[brief description of goods and services]* and has accepted a bid by the Contractor for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.: (a) the Bid Form and the Price Schedule submitted by the Bidder; (b) the Schedule of Requirements; (c) the Technical Specifications; (d) the General Conditions of Contract; (e) the Special Conditions of Contract; and (f) the Procuring agency’s Notification of Award.

3. In consideration of the payments to be made by the Procuring agency to the Bidder or as hereinafter mentioned, the Bidder hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring agency hereby covenants to pay the contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(for the Procuring agency)

Signed, sealed, by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(for the Bidder)

**FORM OF PERFORMANCE SECURITY**

KNOW ALL MEN BY THESE PRESENTS, that\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(name and address of Contractor)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_as Principal (herein after called the “Contractor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name, Title and Address of the Surety)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

as surety (hereinafter called the “Surety”) are held and firmly bound unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
(Name and address of the Employer)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as Obliged (herein after called the “Employer” in amount of Rupees\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rs.\_\_\_\_\_\_\_\_\_\_\_)

The payment of which sum, well and truly to be made, the Bidder and the Surety bind themselves, their assessors and assigns, jointly and severally, firmly by these presents.

**WHEREAS** the Contractor has entered into a written Contract Agreement with the Employer dated\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_20 \_\_\_ for \_\_\_\_\_\_\_\_in (name of work) accordance with the plans and specifications and amendments hereto, to the extent herein provided for are by reference made part hereof and are hereinafter referred to as the Contract.

**NOW THEREFORE** the condition of this obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto) then this obligation shall be null and void; otherwise it shall remain in full force and effect.

**WHENEVER** the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations there under, the Surety may promptly remedy the default, or shall promptly.

1. Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total no exceeding the amount of this Security.
2. Obtain a bid or bids for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of lowest responsive bidder, arrange for a contract between such bidder and the Employer and make available as work progresses (even though there should be default of a succession of defaults under the contract or contractors of completion arranged under this paragraph sufficient funds to pay the cost of completion less the balance of the Contract Value; but no exceeding including other costs and damages for which the Surely may be liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract Value” as used in this paragraph shall mean the total amount payable by the Employer to the Contractor: or
3. Pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of Security.

The Surety shall not be liable for a sum greater than the specified penalty of this Security.

Any suit under this Security be instituted before the issue of the taking-over Certificate.

No right of action shall accrue on this Security to or for the use of any person or corporation other than the Employer named herein or heirs, executors, administrators or successors of the Employer.

Signed on: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Date)

on behalf of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(The Surety)

by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name)

in the capacity of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Designation)

in the presence of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(witness)

**General Condition of**

**Contract**

**II. General Condition of Contract**

**1. GENERAL PROVISIONS**

**1.1 Definitions**

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

(a) “Applicable Law” means the Sindh Public Procurement Act, there under Rules

2010.

(b) “Procuring Agency PA” means the implementing department which signs the

Contract

(c) “Consultant” means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.

(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause1 that is General Conditions (GC), the Special Conditions (SC), and the Appendices.

(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;

(f) “Effective Date” means the date on which this Contract comes into force and effect

Pursuant to clauseGC2.1.

(g) “Foreign Currency” means any currency other than the currency of the PA’s

country.

(h) “GC” mean these General Conditions of Contract.

(i) “Government” means the Government of Sindh.

(j) “Local Currency” means Pak Rupees.

(k) “Member” means any of the entities that make up the joint venture/ consortium/

Association and “Members” means all these entities.

(l) “Party” means the PA or the Consultant, as the case may be, and “Parties” means

both of them.

m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.

(n) “SC” means the Special Conditions of Contract by which the GC maybe amended or

Supplemented.

(o) “Services” means the consulting services to be performed by the Consultant

pursuant to this Contract, as described in the Terms of References.

(p) “Sub-Consultants” means any person or entity to whom/which the Consultant

Sub contracts any part of the Services.

(q) “In writing” means communicated in written form with proof of receipt.

**1.2 Law Governing Contract**

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

**1.3 Language**

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

**1.4 Notices**

1.4.1 Any notice, request or consent required or permitted to be give nor made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been give nor made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

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

**1.5 Location**

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

**1.6 Authority of Member in Charge**

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

**1.7 Authorized Representatives**

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

**1.8 Taxes and Duties**

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

**1.9 Fraud and Corruption**

A. If the PA determines that the Consultant and / or its Personnel, sub-contractors, sub- consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14days notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR2010.

Any personnel of the Consultant, who engages incorrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause4.2.

**Integrity Pact**

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

(a) Recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder’s fee or kick back given by the Consultant or any of his Sub-consultant, agents or servants;

(b) Terminate the Contract

(c) Recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9A. Payment upon such termination shall be made under Sub-Clause1.9A after having deducted the amounts due to the Client under 19B Sub- Para (a) and (c).

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

**2.1 Effectiveness of Contract**

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

**2.2 Commencement of Services**

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

**2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC2. 6 here of, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

**2.4 Modifications or Variations**

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

**2.5 Force Majeure**

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

**2.5.2 No Breach of Contract**

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

**2.5.3 Extension of Time**

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

**2.5.4 Payments**

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

**2.6 Termination**

**2.6.1 by the PA**

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

(a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.

(b) If the Consultant becomes in solvent or bankrupt.

(c) If the Consultant, in the judgment of the PA has engaged incorrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the PA, in its sole discretion and for any reasons what so ever, decides to terminate this contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to ClauseGC8 hereof.

**2.6.2 by the Consultant**

The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c)of this Clause GC2.6.2:

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

(b) Pursuant to Clause GC7 here of within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

(c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC8 hereof.

**2.6.3 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC2.6.1 or GC2.6.2, the PA shall make the following payments to the Consultant:

1. Payment pursuant to Clause GC6 for Services satisfactorily performed prior to the effective date of termination;

(b) except in the case of termination pursuant to paragraphs(a)through(c),and(f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of their turn travel of the Personnel and their eligible dependents.

**3. OBLIGATIONS OF THE CONSULTANT**

**3.1 General**

3.1.1 Standard of Performance

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

**3.2 Conflict of Interests**

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

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

The payment of the Consultant pursuant to Clause GC6 shall constitute the Consultant’s only payment in connection with this Contractor the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of the similarly shall not receive any such additional payment.

***3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project.***

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

**3.2.3 Prohibition of Conflicting Activities.**

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

**3.3 Confidentiality**

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

**3.4 Insurance to be Taken Out by the Consultant**

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

**3.5 Consultant’s Actions Requiring PA’s Prior Approval**

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

(a) Entering in to a sub contract for the performance of any part of the Services,

(b) Appointing such members of the Personnel not listed by name in Appendix C,

(c) Any other action that may be specified in the SC.

**3.6 Reporting Obligations**

(a) The Consultant shall submit to the PA there ports and documents specified in (PA may insert appendix) here to, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified

In said Appendix.

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

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall be come and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

**3.8 Accounting, Inspection and Auditing**

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

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

**4. CONSULTANT’S PERSONNEL**

**4.1 Description of Personnel**

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

**4.2 Removal and or Replacement of Personnel**

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

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

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

**5. OBLIGATIONSOFTHE PA**

**5.1 Assistance and Exemptions**

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

**5.2 Changes in the Applicable Law Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then there numeration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in ClausesGC6.2(a)or(b),as the case may be.

**5.3 Services and Facilities**

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

**6. PAYMENTS TO THE CONSULTANT**

**6.1 Security**

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

**6.2 Lumps-Sum Payment**

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

**6.3 Contract Price**

The price payable in Pak Rupees / foreign currency/ is set for thin the SC.

**6.4 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

**6.5 Terms and Conditions of Payment**

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

**7. GOOD FAITH**

**7.1 Good Faith**

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

**8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Settlement**

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

**8.2 Dispute Resolution**

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

**Special Conditions of**

**Contract**

**III. Special Conditions of Contract**

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

**Number of GC Clause**

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

{1.1} Sindh Public Procurement Act and Sindh Public Procurement Rules 2010 (Amended2013).

1.3 The language is English.

1.4 The addresses are:

Procuring Agency:

Attention:

Facsimile:

E-mail:

Consultant:

Attention:

Facsimile:

E-mail:

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

*Note: If the Consultant consists of a joint venture/consortium/association of more than one entity, the name of the entity whose address is specified in Clause SC1.6 should be inserted here. If the Consultant consists only of one entity, this ClauseSC1.8 should be deleted from the SC.*

1.7 The Authorized Representatives are:

For the PA:

For the Consultant:

1.8 *PA shall specify all relevant taxes including stamp duty and service charges to be borne by the consultant. In case there is exemption from any rates, taxes, the same shall be mentioned here.* {1.6}

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

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

(a) Any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;

(b) Any equipment, materials and supplies brought into the Government’s country by the Consultant or Sub- Consultants for the purpose of carrying out the Services and which, after having been brought in to such territories, will be subsequently withdrawn there from by them;

(c) Any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;

(d) Any property brought into the province by the international Consultant, any Sub- Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government’s country, provided that:

(1) The Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government’s country in importing property into the Government’s country

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

2.2 The date for the commencement of Services is [2015].

2.3 The time period shall be [insert time period, e.g.: twelve months, eighteen months].

3.4 The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency];

(b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];

(c) Professional liability insurance, with a minimum coverage of [insert amount and currency];

(d) Employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate.

(e) insurance against loss of or damage to (i)equipment purchased in whole or in part with funds provided under this Contract,(ii) the Consultant’s property used in the performance of the Services ,and (iii)any documents prepared by the Consultant in the performance of the Services.

***Note:*** *Delete what is not applicable*

3.5 {the other actions are: *[insert actions].*}

***Note:*** *If there are no other actions, delete this Clause SC 3.5(c).*

{3.7(b)} ***Note:*** *If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7should is deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:*

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

{The PA shall not use these documents and software for purposes unrelated to this

Contract without the prior written approval of the Consultant.}

{Neither Party shall use these documents and software for purposes unrelated to this contract without the prior written approval of the other Party.}

{5.1} ***Note:*** *List here any assistance or exemptions that the PA may provide under Clause5.1. If* t*here is no such assistance or exemptions, state “not applicable.”*

6.1 Procuring Agency shall indicate bid security not less than1% and above 5% Performance security shall not exceed 10% of contract amount

6.3 The amount in Pak Rupees or in foreign Currency *[insert amount].*

6.5 The accounts are:

For foreign currency or currencies: [insert account]

For local currency: [insert account]

Payments shall be made according to the following schedule:

(a) Twenty (10) percent of the Contract Price shall be paid on the commencement date against the submission of a demand guarantee for the same.

(b) Ten (20) percent of the lump-sum amount shall be paid upon submission of the inception report.

(c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.

(d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.

(e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.

(f) The demand guarantee shall be released when the total payments reach fifty

(50) Percent of the lump-sum amount.

***Note:*** *This sample clause should be specifically drafted for each contract.*

8.2 Disputes shall be settled by complaint redressed committee define in SPPR 2010 (Amended 2013) or through arbitration Act of 1940.in accordance with the following provisions:

**Appendix A (INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTHRS.10.00**

**MILLIONOR MORE**

Contract No Contract Value: \_\_\_\_\_\_\_\_\_\_\_\_

Dated: Contract Title: \_\_\_\_\_\_\_\_\_\_\_\_

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

Without limiting the generality of the fore going, [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 what so ever form from GoS, except that which has been expressly declared pursuant here to.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty. [Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as a foresaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

Not with standing any rights and remedies exercised by GoS in this regard, [name of Supplier] agrees to indemnify GoS for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoS in an amount equivalent to ten time the sum of any commission gratification, bribe, finder’s fee or kick back given by [name of Supplier] as a foresaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in what so ever form from GoS.

Name of Buyer: ……………………………….…… Name of Seller/Supplier: …………………………………

Signature: Signature: ………………………………….……………

[Seal] [Seal]

**EVALUATION CRITERIA OF TECHNICAL PROPOSAL**

**(TOTALWEIGHTAGE-100)**

|  |  |  |
| --- | --- | --- |
| **1** | **STATUS OF FIRM (40).**   1. Registered with Pakistan Engineering Council (5)   Registered with any other Government Statuary Body (3)   1. NTN Registration(5) 2. Sales Tax Registration (5)   **D- Nature of Firm.**  Limited Co. (5),  Partnership(3),  ownership(2)  **E- Years of Establishment.**  Morethan10years(5)  Morethan5years(3)  Morethan2years(2),  Minimum grading (2)  **F- Financial Status.**  Bankers Certificate(5)Minimum grading(2)  **G- Recommendations by Previous Clients.**  Letters submitted (5),Minimum grading(2)  **H- Litigation.**  Not involved in litigation (5) Involved(0) |  |
| **2** | **TECHNICALCOMPETENCE (50)**  **A-** Technical Staff(15)  B- Similar Projects in hand (10)  C- Similar Projects Completed(25) |  |
| **3** | **AVAILABILITYOFRESOURCESOF SELF ORPRINCIPAL (10)**  **A.** Machinery/Transport.  1 mark for each machine to a maximum of (5)  **B-**Office Equipment. (5) |  |
| **TOTAL MARKS OBTAINED** | |  |
| **Remarks.**  **Minimum qualifying score should be 70.** | | |