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**GOVERNMENT OF SINDH**

**SPECIAL INITIATIVES DEPARTMENT**



**REQUEST FOR PROPOSAL (R.F.P)**

**DOCUMENT FOR**

**SLECTION OF CONSULTANTS**

**“MOBILE DIAGNOSTIC SERVICES FOR BREAST CANCER”**

**(MDSBC) PROJECT**

**QUALITY AND COST BASED (QCBS) SELECTION METHOD**

**JANUARY, 2017**

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# LETTER OF INVITATION(LOI)

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**Letter of Invitation**

**Mobile Diagnostic Services for Breast Cancer (MDSBC) Project**

Dear Mr / Ms,

1. The (Government of Sindh, Special Initiatives Department, hereinafter called “Procuring Agency") invites proposals to provide the following consulting services:

**“Mobile Diagnostic Services for Breast Cancer” (MDSBC) Project**

1. Applications are invited from reputable Consultants / Medico-Engineering Organizations / Firms having PEC registration in relevant field and having relevant experience.
2. The Request for Proposal may be obtained from the date of publication of NIT and should be submitted to the Project Director, Mobile Diagnostic Services for Breast Cancer (MDSBC) Project, hereafter called MDSBC Project, Special Initiatives Department, Government of Sindh on or before **January 25, 2017**, by 03:30 pm at the below given address. Technical Proposals will be opened on the same day at 04:00 pm. Financial bid will only be opened for those Bidders who are technically qualified as per evaluation of their Technical Proposal.
3. A firm will be selected under Quality and Cost based (QCBS) selection method and procedures described in this RFP, in accordance with the SPPRA 2010.
4. The RFP includes the following documents:

Letter of Invitation

Section 1 - Instructions to Consultants (including Data Sheet)

Section 2 - Technical Proposal - Standard Forms

Section 3 - Financial Proposal - Standard Forms

Section 4 - Terms of Reference

* General Conditions of Contract
* Special Conditions of Contract
* Standard Form of Contract

Yours sincerely,

**Sardar Abdul Nabi Thaheem**

Project Director, MDSBC Project

Special Initiatives Department, Govt. of Sindh

F-55/3, Block 8, Kehkashan Scheme-5 Clifton, Karachi

021-99332339 / 35296400

e-mail:- mdsbcproject@gmail.com

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# Instruction to Consultants

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**Instructions to Consultants**

**Definitions**

1. “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
2. “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, medico-engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, non-governmental organizations, and individuals.
3. “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
4. “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
5. “Day” means calendar day including holiday.
6. “Government” means the Government of Sindh.
7. “Instructions to Consultants” means the document which provides the Consultants with all information needed to prepare their Proposals.
8. “LOI” means the letter of invitation sent by theProcuring Agency to the shortlisted consultants.
9. “Proposal” means the Technical Proposal and the Financial Proposal.
10. “RFP” means the Request for Proposal prepared by the Procuring Agencyfor the selection of Consultants.
11. “Sub-Consultant” means any person or entity to which the Consultant subcontracts any part of the Services.
12. “Terms of Reference” (TOR) means the document included in the RFP as Section 4 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Procuring Agencyand the Consultant, and expected results and deliverables of the assignment.

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| 1. Introduction | 1.1 | Breast cancer is the most common malignancy among females all over the world accounting for 23% of all cancers. Although Pakistan is among the low breast cancer incidence countries but the latest reported data at the breast cancer screening centers (2003), 40000 deaths per year are attributed to have a cause of breast cancer. One out of every nine women in Pakistan faces risk of the disease while the prevalence of this deadly ailment is the highest amongst all types of cancer in the country i.e. 38.5 per cent. It is important to focus on prevention and diagnoses rather than cure since early diagnosis in breast cancer increases chances of survival to more than 90 per cent.  The Mobile Diagnostic services can be effectively utilized at door steps of general public and efforts will be made to ensure the maximum coverage of Screening / awareness to women in whole Sindh with dedicated female heath care staff and doctors.  The Mobile Diagnostic unit will be able to undertake the following   * Mammographic Diagnostic Facilities for Breast & Cervical Cancer. * General Primary Diagnostic Facilities. * Radiology facilities. * Demonstration on prevention measures about breast cancer. * Pre and Post Natal Care * General OPD     The above list gives a clear indication of what the diagnostic facilities are capable of undertaking and more, if required. |
|  | 1.2 | The Special Initiatives Department, herein after called as “The Procuring Agency(PA)” will select Consultant firm for the project, in accordance with the method of selection specified in the Data Sheet. The Consultants bids are invites on One Stage–Two Envelopes basis as per SPPRA rules. |
|  | 1.3 | The Consultants are invited to submit a Technical Proposal and a Financial Proposal. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant. |
|  | 1.4 | Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency’s representative named in the Data Sheet for gaining better insight into the assignment.  **8** |
|  | 1.5 | Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agencyreserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants. |
|  | 1.6 | Procuring Agencymay provide facilities and inputs as specified in Data Sheet. |
| 1. **Eligibility of Consultants** | 2.1 | The eligibility of the Consultants will determined through evaluation of Technical Proposal. |
| 1. **Conflict of Interest** | 3.1.1 | Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agencyinterest 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 best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant / termination of its Contract. |
|  | 3.1.2 | Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:   1. A consultant that has been engaged by the Procuring Agencyto 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. 2. 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. 3. A Consultant (including its Personnel and Sub- Consultants)   **9**  that has a business or family relationship with a member of the Procuring Agency’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved. |
| **Conflicting Relationships** | 3.2 | Government officials and civil servants may be hired as consultants only if:   1. They are on leave of absence without pay; 2. They are not being hired by the agency they were working for, six months prior to going on leave; and 3. Their employment would not give rise to any conflict of interest. |
| 1. **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 Agencyfollows the instructions contained in Sindh Public procurement Rules 2010 which defines:  “Corrupt and Fraudulent Practices” includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission ,including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation;  Under Rule 35 of SPPR2010, “The PA cans 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”. |
| 1. **Integrity Pact** |  | Pursuant to Rule 89 of SPPR 2010 Consultant undertakes to sign an Integrity pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs.2.5 million. |
| 1. **Only one Proposal** |  | 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.  **10** |
| 1. **Proposal Validity** | 7.1 | 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 availability of Professional staff nominated in the Proposal. The Procuring Agencywill make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agencymay 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, which 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. |
|  | 7.2 | Consultants shall submit required bid security along with financial proposal defined in the data sheet. |
| 1. **Clarification and Amendment in RFP Documents** | 8.1 | Consultants may request for a clarification of contents of the bidding document in writing, and Procuring Agencyshall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of submission of proposal. The Procuring Agencyshall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so. |
|  | 8.2 | At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/ corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals. |
| 1. **Preparation of Proposals** | 9.1 | In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal. |
|  | 9.2 | The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data  **11**  sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant. |
| 1. **Language** |  | The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agencyshall be written in English however, it is desirable that the firm’s Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan. |
| 1. **Technical Proposal Format and Content** | 11.1 | While preparing the Technical Proposal, consultants must give particular attention to the following:   * + - 1. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm.       2. 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.       3. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.       4. Alternative professional staff shall not be proposed, and only one curriculum vita (CV) shall submit for each position. |
|  | 11.2 | The Technical Proposal shall provide the following information using the attached Standard Forms (Section 2):   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. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA. 3. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing. 4. 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 last 5 years.  **12**   1. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member. 2. A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment. 3. Any additional information requested in the Data Sheet. |
|  | 11.3 | The Technical Proposal shall not include any financial information. |
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| 1. **Financial Proposals** | 12.1 | The Financial Proposal shall be prepared using the attached Standard Forms (Section 3). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants’ office), and (b) reimbursable expenses indicated in the Data Sheet (if applicable). Alternatively Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. |
| 1. **Taxes** | 13.1 | The Consultant will be subject to all admissible taxes including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority. |
| 1. **Submission, Receipt, and Opening of Proposals** | 14.1 | Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 2, and FIN-1 of Section 3. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal |
|  | 14.2 | All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs. |
|  | 14.3 | The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “TECHNICAL PROPOSAL” Similarly, the original Financial Proposal shall be  **13**  placed in a sealed envelope clearly marked “FINANCIAL PROPOSAL” followed by name of the assignment, and with a warning “DO NOT OPEN WITH THE TECHNICAL PROPOSAL.” If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive. |
|  | 14.4 | The Proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the PA after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA’s internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission. |
| 1. **Proposal Evaluation** | 15.1 | 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. |
| 1. **Evaluation of Technical Proposal** | 16.1 | Notwithstanding any method used pursuant to Rule 36 (a-d) of PPR 2010, 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.  Public Opening and Evaluation of Financial Proposals: (Quality and Cost based selection QCBS Method). |
|  | 16.2 | 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.  **14**  Financial proposals of those consultants who failed to secure minimum qualifying marks shall be returned un opened. |
| 1. **Evaluation of Financial Proposals** | 17.1 | In QCBS and Least Cost, 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. |
|  | 17.2 | 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. |
| **When QCBS method is used** | 17.3 | The lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.   1. Following completion of evaluation of technical and financial proposals, final ranking of the proposals will be determined. This will be done normally by applying a weight specified in the data sheet i.e. 90%:10 % respectively to the technical and financial score of each evaluated qualifying technical and financial proposal and then computing the relevant combined total score for each Consultant. After such final ranking, the first ranked Consultant will be invited for contract negotiation. 2. If a maximum budget is specified in the data sheet, financial proposals must be within such maximum budget. If any proposal is exceeds such maximum budget, such proposal will be held non- responsive and will be given a zero score. In such cases, if the firm submitting a financial proposal exceeding the maximum budget still obtains the highest     15  combined score in final ranking, this winning firm will be advised, as a condition of contract negotiation, to reduce the financial proposal to the maximum budget without compromising the TOR for the assignment ( and without modification of proposed unit rates).   1. If an estimated budget is specified in the data sheet, a financial proposal may exceed such estimated budget, if considered necessary by the firm submitting the financial proposal. In such cases if the firm submitting the financial proposal exceeding the estimated budget still obtains the highest combined score in final ranking, this winning firm may be advised, as a condition of contract negotiation, to reduce the financial proposal to such estimated budget without compromising. The TOR for the assignment (and without modification of the proposed unit rates). |
| 1. **Negotiations** | 18.1 | Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract. |
| **19. Technical Negotiations** | 19.1 | 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. |
| **20. Financial Negotiations** | 20.1 | 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 3 (i.e. Financial Proposal - Standard Forms of this RFP. |
| **21. Availability of Professional staff/experts** | 21.1 | **16**  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. |
| **22. Award of Contract** | 22.1 | After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days 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. |
|  | 22.2 | After publishing of award to contract, consultant required to submit a performance security at the rate indicated in date sheet. |
|  | 22.3 | The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. |
| **23. Confidentiality** | 23.1 | Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal. |

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# Data Sheet

**18**

**Data Sheet**

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| **CLAUSE REFERENCE** | **DESCRIPTION** |
| 1.1 | Name of the Assignment is: **Consultancy Services for:**  **Mobile Diagnostic Services for Breast Cancer (MDSBC) Project**  The Name of the PA’s official (s):Sardar Abdul Nabi Thaheem,  Address: Project Director, MDSBC Project  Special Initiatives Department, Government of Sindh.  F-55/3, Block-8, Kehkashan Scheme-5 Clifton, Karachi.  Phone: 021-99332339 / 35296400 |
| 1.2 | The method of selection is: **Quality and Cost Based Selection (QCBS)** |
| 1.3 | Financial Proposal to be submitted together with Technical Proposal:  **Yes** |
| 1.4 | The Procuring Agency will provide the following inputs and facilities:   1. The Administrative facilities in performing the services other than equipment and office space 2. Documents related to the project available in the Department / Authority. |
| 1.6 | Expected date for commencement of consulting services  **3rdweek of February, 2017** |
| 5.1 | Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs. 2.5 million. |
| 9.1 | Proposals validity that shall be: **90 days** after submission date of proposals. |
| 10.1 | Clarifications may be requested not later than **five (05)** days before Submission date.  The address for requesting clarifications is:  Sardar Abdul Nabi Thaheem,  Project Director, MDSBC Project  Special Initiatives Department, Government of Sindh.  F-55/3, Block-8, Kehkashan Scheme-5 Clifton, Karachi.  021-99332339 / 35296400 |

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| 12 | The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English. However it is desirable that the firm’s Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan. |
| 6.1 | Short listed Consultants may associate with other short listed Consultants.........................................**No** |
| 13.1 | The format of the Technical Proposal to be submitted is: **Full Technical Proposal(F.T.P)** |
| 13.2 (vii) | Training is a specific component of this assignment:.........**Yes** |
| 14.1 | Remuneration Type: **Task Based**  The single currency for price evaluation is: **Pak Rupees.**  List the applicable Reimbursable expenses.  Reimbursable expenses are to be included by Consultants in Consultancy Services cost. Consultancy services are hired on lump sum cost basis |
| 15.1 | Amounts payable by the PA to the Consultant  under the contract to be subject to all local taxation,  stamp duty and service charges:..................................**Yes**   * The Consultant will pay such taxes ….................**Yes.**.................✔ |
| 6.3 | Consultant to state local cost in the national currency  (in case of ICB only) …..................................................**Yes.**.................✔ |
| 16.2 | Consultant must submit the original and three **(03)** copies of the Technical Proposal and original of the Financial Proposal, separately in sealed envelopes. |
| 1.5 | The Technical Proposal will be open on the following address, date and time:   1. **Proposal Submission not later than 25 January, 2017, 03:30 PM** 2. **Proposal Opening on 25 January, 2017 by 04:00 PM**   The Proposal submission and opening address is:  **Sardar Abdul Nabi Thaheem,**  **Project Director, MDSBC Project**  **Special Initiatives Department, Government of Sindh.**  **F-55/3, Block-8, Kehkashan Scheme-5 Clifton, Karachi.**  **021-99332339 / 35296400**  The Request for Proposals (RFP) must be submitted on above address on or before **January 25 2017** by 03:30 pm. Technical Proposals will be opened on the same day at 04:00 pm. financial bid will only be opened for those bidders who are found technically qualified after evaluation. |

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| 13.1 | Criteria, Sub-criteria, and point system for the evaluation of Full Technical Proposals (**FTP)**are:  Points   |  |  |  | | --- | --- | --- | |  | 1. Specific relevant experience of the Consultants, in Health Sector projects   (on-going and completed).   1. 1 mark will be awarded for each project maximum up to 10 marks 2. Adequacy of the proposed methodology and work plan in responding to the Terms of Reference **(ToR)** | **[10]** | |  | 1. Technical approach and methodology 2. Work plan 3. Organization and staffing | **[20]**  **[20]**  **[10]** | |  | 1. Key professional staff qualifications and competence for the assignment:   **Project Management Team**   1. Project Manager 2. Healthcare Advisor 3. Procurement Specialist 4. Bio Medical Engineer 5. Financial Expert 6. Training programme 7. Participation by Nationals among proposed key staff.   **Total points** | **[10]**  **[05]**  **[05]**  **[05]**  **[05]**  **[08]**  **[02]**  **[100]** |   **The minimum technical score required to pass is: ­­75 Points.** |
| 17.3 | The Weights given to the Technical and Financial Proposals are:  Technical = 80%  Financial = 20% |
| 20.1 | Expected date and address for contract negotiations:  **Date: 3rd week of February, 2017**  **Address:** Project Director, MDSBC Project  Special Initiatives Department, Government of Sindh.  F-55/3, Block-8, Kehkashan Scheme-5 Clifton, Karachi.  021-99332339 / 35296400 |
| 24.2 | Successful consultant is required to submit performance security in form of  pay order, demand draft or bank guarantee in favour of Project Director, MDSBC Project. **Three percent (3%) of the Contract Amount**. |

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SECTION – 2

Technical Proposal – Standard Forms

**22**

**Technical Proposal – Standard Forms**

**Section 2: Technical Proposal - Standard Forms**

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

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Consultant’s Organization and Experience

A - Consultant’s Organization.

- Consultant’s Experience

Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpart

and Facilities to be provided by the PA

A - On the Terms of Reference

- On Counterpart Staff and Facilities

Form TECH-4. Description of Approach, Methodology and Work Plan for Performing the

Assignment

Form TECH-5. Team Composition and Task Assignments

Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staff

Form TECH-7. Staffing Schedule

Form TECH-8. Work Schedule

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

[Location, August 2014]

To:

Sardar Abdul Nabi Thaheem,

Project Director, MDSBC Project

Special Initiatives Department,

Government of Sindh.

F-55/3, Block-8, Kehkashan Scheme-5 Clifton,

Karachi.

021-99332339 / 35296400

Dear Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, a Financial Proposal sealed under a separate envelope.

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

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

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

We undertake, if our Proposal is accepted, to initiate the consulting services related to 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**24**

**FORMTECH-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.]*

**25**

***B - Consultant’s Experience***

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

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

Firm’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**26**

**FORMTECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON COUNTERPART 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 incorporated in your Proposal.*]

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***B - On Counterpart Staff and Facilities***

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

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

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

a) Technical Approach and Methodology

b) Work Plan

c) Organization and Staffing

1. Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
2. Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the PA), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.
3. 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.]

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**FORMTECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Name of Staff** | **Firm** | **Area of Expertise** | **Position Assigned** | **Task Assigned** |
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**FORMTECH-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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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|  |  |
| --- | --- |
| **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 wilful 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



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

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

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

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**FORMTECH-8. WORK SCHEDULE**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **No** | **Activity1** | **Months2** | | | | | | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1. Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as PA approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
2. Duration of activities shall be indicated in the form of a bar chart.

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# SECTION -3

# Financial Proposal – Standard Forms

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**Section 3: Financial Proposal - Standard Forms**

[*Comments in brackets* [ ] *provide guidance to the 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.*]

Form FIN-1. Financial Proposal Submission Form

Form FIN-2. Summary of Costs

Form FIN-3. Breakdown of Costs by Activity

Form FIN-4. Breakdown of Remuneration

Form FIN-4. Breakdown of Remuneration

Form FIN-5. Breakdown of Reimbursable Expenses

Form FIN-5. Breakdown of Reimbursable Expenses

**Appendix.** Financial Negotiations - Breakdown of Remuneration Rates

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

[*Location, Date*]

To: [*Name and address of PA*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of*

*assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and figures*1].

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 below2:

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title of Signatory:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Firm:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to

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**FORMFIN-2. SUMMARY OF COSTS**

|  |  |  |
| --- | --- | --- |
| Item | **Costs** | |
| *Indicate Foreign Currency* | *Indicate Local Currency* |
| Total Costs of Financial Proposal 2 | NA | Percentage of project cost |

1 Indicate between brackets the name of the foreign currency (if applicable). Maximum of three currencies; use as many columns as needed, and delete the others.

2 Indicate the total costs excluding local taxes to be paid by the PA in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

FORMS FIN 3 TO FIN 5 ARE NOT APPLICABLE

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**FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY1**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Group of Activities (Phase):**2  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  As per TOR. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Description:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| Cost component | **Costs** | | | |
| [*Indicate Foreign*  *Currency # 1*] | [*Indicate Foreign*  *Currency # 2*]4 | [*Indicate Foreign*  *Currency # 3*] | [*Indicate*  *Local Currency*] |
| Remuneration5 | NA | NA | NA |  |
| Reimbursable Expenses 5 | NA | NA | NA |  |
| Subtotals | NA | NA | NA |  |

1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the

assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For

each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in FormFIN-2.

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

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

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

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

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**FORM FIN-4. BREAKDOWN OF REMUNERATION1**

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

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Group of Activities (Phase): \_\_\_\_\_\_\_\_\_\_\_** | | | | | | | |
| **Name2** | **Position3** | **Staff-month**  **Rate4** | **Input5**  (Staff-months) | **[Indicate Foreign Currency # 1] 6** | **[Indicate Foreign Currency # 2] 6** | **[Indicate Foreign Currency # 3] 6** | **[Indicate Local Currency] 6** |
| **Foreign Staff** | | | | | | | |
|  |  | [Home] |  |  |  |  |  |
| [Field] |  |  |  |  |  |
|  | Not Applicable (NA) |  |  |  |  |  |  |
|  |  |  |  |  |  |
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|  |  |  |  |  |  |
| **Local Staff** | | | | | | | |
|  |  | [Home] |  |  |  |  |  |
|  |  | [Field] |  |  |
|  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |
|  |  |  |  |  |
| **Total Costs** | | | |  |  |  |  |

1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

4 Indicate separately staff-month rate and currency for home and field work.

5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

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**FORM FIN-4. BREAKDOWN OF REMUNERATION1**

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Lump-Sum. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the PA)

|  |  |  |
| --- | --- | --- |
| **Name2** | **Position3** | **Staff-month Rate4** |
| Foreign Staff | | |
|  |  | [Home] |
| [Field] |
|  |  |  |
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|  |
| **Not Applicable (NA)** |  |  |
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|  |
| Local Staff | | |
|  |  | [Home] |
| [Field] |
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1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.

4 Indicate separately staff-month rate and currency for home and field work.

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**FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES1**

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Group of Activities (Phase):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | | | | | | |
| **N0** | **Descrition2** | **Unit** | **Unit Cost3** | **Quantity** | [Indicate Foreign Currency # 1]4 | [Indicate Foreign Currency # 2]4 | [Indicate Foreign Currency # 3]4 | [Indicate Local Currency]4 |
|  | Per diem allowances | Day |  |  |  |  |  |  |
|  | International flights5 | Trip | **NA** | | | | | |
|  | Miscellaneous travel expenses | Trip |  |  |  |  |  |  |
|  | Communication costs between [Insert place] and [Insert place] |  |  |  |  |  |  |  |
|  | Drafting, reproduction of reports |  |  |  |  |  |  |  |
|  | Equipment, instruments, materials, supplies, etc. |  |  |  |  |  |  |  |
|  | Shipment of personal effects | Trip | **NA** | | | | | |
|  | Use of computers, software |  |  |  |  |  |  |  |
|  | Laboratory tests. |  |  |  |  |  |  |  |
|  | Geotechnical Investigation |  |  |  |  |  |  |  |
|  | Local transportation costs |  |  |  |  |  |  |  |
|  | Office rent, clerical assistance |  |  |  |  |  |  |  |
|  | Training of the PA’s personnel6 |  | **NA** | | | | | |
|  | Any Other Expenses not covered under above (provide list) |  |  |  |  |  |  |  |
| Total Costs | | | | |  |  |  |  |

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**FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **N0** | **Description1** | **Unit** | **Unit Cost2** |
|  | Per diem allowances | Day |  |
|  | International flights3 | Trip |  |
|  | Miscellaneous travel expenses | Trip |  |
|  | Communication costs between [Insert place] and [Insert place] |  |  |
|  | Drafting, reproduction of reports |  |  |
|  | Equipment, instruments, materials, supplies, etc. |  |  |
|  | Shipment of personal effects | Trip |  |
|  | Use of computers, software |  |  |
|  | Laboratory tests. |  |  |
|  | Subcontracts |  |  |
|  | Local transportation costs |  |  |
|  | Office rent, clerical assistance |  |  |
|  | Training of the PA’s personnel4 |  |  |

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

2. Indicate unit cost and currency.

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

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

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**APPENDIX: FINANCIAL NEGOTIATIONS - BREAKDOWN OF**

**REMUNERATION RATES**

(Not to be used when cost is a factor in the evaluation of Proposals)

**1. Review of Remuneration Rates**

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The PA is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The PA is, therefore, concerned with the reasonableness of the firm’s Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm’s remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

**(i) Salary**

This is the gross regular cash salary paid to the individual in the firm’s home office. It shall not contain any premium for work away from headquarters or bonus.

**(ii) Social Costs**

Social costs are the costs to the firm of staff’s non-monetary benefits. These items include, inter alia, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm’s leave policy is acceptable as a social cost.

**(iii) Cost of Leave**

The principles of calculating the cost of total days leave per annum as a percentage

of basic salary shall normally be as follows:

Leave cost as percentage of salary[[1]](#footnote-2) =*total days leave x 100 [365 - w - ph - v - s]*

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**(iv)Overheads**

Overhead expenses are the firm’s business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner’s time, no billable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years’ overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The PA does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

**(v) Fee or Profit**

The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

**(vi) Away from Headquarters Allowance or Premium**

Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads for profit.

**(vii) Subsistence Allowances**

Subsistence allowances are not included in the rates, but are paid separately and in

local currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members. Standard rates for the particular country may be used as reference to determine subsistence allowances.

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**2. Reimbursable expenses**

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses

and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, compute rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

**3. PA Guarantee**

3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a PA guarantee, shall be made according to an agreed estimated schedule ensuring the consultant regular payments in local and foreign currency, as long as the services proceed as planned.

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**Sample Form**

Consulting Firm: Country:

Assignment: Date:

**Consultant’s Representations Regarding Costs and Charges**

We hereby confirm that:

(a) the basic salaries indicated in the attached table are taken from the firm’s payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm’s staff;

(b) attached are true copies of the latest salary slips of the staff members listed;

(c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

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

*[Name of Consulting Firm]*

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

Signature of Authorized Representative Date

Name: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

Title: *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Consultant’s Representations Regarding Costs and Charges**

(Expressed in *[insert name of currency]*)

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Personnel** | | **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |
| **Name** | **Position** | Basic Salary per  Working  Month/Day/Year | Social  Charges1 | Overhead1 | Subtotal | Fee2 | Away from  Headquarters  Allowance | Proposed Fixed  Rate per Working  Month/Day/Hour | Proposed Fixed  Rate per Working  Month/Day/Hour1 |
| **Home Office** | |  |  |  |  |  |  |  |  |
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| **Field** | |  |  |  |  |  |  |  |  |
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|  |  |  |  |  |  |  |  |  |  |

1. Expressed as percentage of 1

2. Expressed as percentage of 4

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# SECTION -4

# Terms of Reference

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**Section 4: Terms of Reference**

**4. Scope of Services**

The Government of Sindh through Special Initiatives Department (Procurement Agency PA) intends to procure fully fitted mobile emergency health care units through import from abroadas such units are not available locally but the truck head with chassis can be purchased locally and be sent abroad for fabrication. The PA requires consultancy services to plan and execute the procurement and import process and verify the imported equipment in conformity with the desired specification, witness the testing / commissioning by the supplier and handing over.

**4.1 Pre-award**

1. Drafting of Notice Inviting Tenders.
2. Preparation of bidding documents for invitation of bids-request for proposals.
3. Assistance during Bidding Process.

i.) Preparation / Finalization of list of equipment to be installed in the units.

ii) Preparation / Finalization of generic specification for each piece of equipment make and origin.

iii) Preparation of user brief, after discussion with specialists in field and marked survey.

1. Report and ranking of the short listed suppliers.
2. Preparation of replies to the queries raised by Bidders.
3. Assistance in the Pre-bid meeting.
4. Evaluation of Technical Bids and ranking of the Bidders.
5. Raising questions for meeting and clarification from the suppliers.
6. Visit to supplier’s local office and inspect the level of Technical back up and maintenance facilities.
7. Finalization of Technical Evaluation Reports.
8. Advising the Client for opening of Financial Bids.
9. Evaluation of Financial Bids.
10. Clarification, if any, required from the bidders on the Financial Evaluation.
11. Technical responsiveness of the offered equipment with specification.
12. Preparation of Project Completion Schedule.

**4.2 Post-Award**

1. Opening of L/C and procurement documentation.
2. Review and approval of Proforma Invoice.
3. Inspection on arrival at site.
4. Commissioning, testing and verification of the units.
5. Check the origin and make of machinery & equipment.
6. Ensure functional input of the units and equipment.
7. Supervision of import process.

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**4.3 Documentation process**

1. Preparation of list of medicines, first aid items and other consumables.
2. Study and verification of O&M manuals.
3. List of O&M spare parts.
4. Registration and Insurance of units / vehicles.
5. Study condition of Warrantees / Guarantees.
6. Preparation of contract document / Agreement after selection of supplier.

**4.4 Development of Operational Plan**

1. Preparation of routine operational working plan of the units in the Division / District on the basis of shortage and need of health facilities.

**4.5 Preparation Tender Document (Contractors / Suppliers / Vendors)**

Tender Documents shall comprise of the following:

1. Volume-I
2. Instruction of Bidders.
3. Condition of Contract (Part-I) General Condition.
4. Condition of Contract (Part-II) Condition of Particular Application.
5. Format and Appendices.
6. Volume-II

General Specification of Equipments.

1. Volume-III

Bill of Quantities.

**4.6 Project Implementation Schedule**

The procurement of machinery & equipment for the above mentioned contracts shall be completed within 6 - 9 months.

**4.7 Project Staffing Requirements**

The Consultant is expected to provide the following personnel for the time periods for different assignments.

**Project Management Team:**

|  |  |  |  |
| --- | --- | --- | --- |
| **S. No.** | **Position** | **Qty.** | **Man-Month** |
| 1 | Project Manager | 1 | 1 |
| 2 | Healthcare Advisor | 1 | 1 |
| 3 | Procurement Specialist | 1 | 1 |
| 4 | Bio Medical Engineer | 1 | 1 |
| 5 | Financial Expert | 1 | 1 |
| **Sub-Total** | | **05** | **5** |

* 1. **Project Deliverables**

All reports documents prepared by the Consultants shall be professionally precise and objective. The report formats shall be finalized in consultation with Employer.

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The consultants shall provide specified number of copies / sets of the following reports and / or documents to Employer. (in hard as well as soft copies) which may be varied as per requirements:

1. Procurement RFP for Supplier………………………3 copies
2. Bid Evaluation Report………………………………..3 copies
3. Standard Design for Physical Facilities……………..3 copies
4. Revised PC-1 Document……………………………10 copies
5. Tender Documents (Condition of Contracts

Packages, Specification, Tender Drawings

and Bill of Quantities)…………………………………10 copies of each contract

1. Engineer’s Estimates ………………………………….3 copies

Note: The electronic versions of all documents will be provided to Employer.

**4.9 Staff Training**

The consultant shall provide training to the project staff, so that they become able & capable to handle, operate and supervise the units, so that maximum possible results are achieved.

Note: The electronic versions of all documents will be provided to Employer.

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# General Conditions of Contract

1. **GENERAL PROVISIONS**

|  |  |  |
| --- | --- | --- |
| **1.1Definitions** |  | Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings: |
|  |  | 1. “Applicable Law” means the Sindh Public Procurement Act, there-under Rules 2010. 2. “Procuring Agency PA” means the implementing department which signs the contract. 3. “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. 4. “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is General Conditions (GC), the Special Conditions (SC), and the Appendices. 5. “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6; 6. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1. 7. “Foreign Currency” means any currency other than the currency of the PA’s country. 8. “GC” means these General Conditions of Contract. 9. “Government” means the Government of Sindh. 10. “Local Currency” means Pak Rupees.   53   1. “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities. 2. “Party” means the PA or the Consultant, as the case may be, and “Parties” means both of them. 3. “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof. 4. “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented. 5. Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References. 6. “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services. 7. “In writing” means communicated in written form with proof of receipt. |
| **1.2Law 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 given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC. |
|  | 1.4.2 | A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC. |
| **1.5 Location** |  | The Services shall be performed at such locations as are specified in special condition of contract and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the PA may approve. |
| * 1. **Authority of Member in**   **Charge** |  | In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereb  54  authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant’s rights and obligations towards the PA under this  Contract, including without limitation the receiving of instructions and payments from the PA. |
| **1.7 Authorized Representatives** |  | Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the PA or the Consultant may be taken or executed by the officials specified in the SC. |
| **1.8 Taxes and Duties** |  | The Consultant, Sub-Consultants, and their Personnel shall pay such direct or indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price. |
| **1.9 Fraud and Corruption** |  | If the PA determines that the Consultant and/or its Personnel, subcontractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days’ notice to the Consultant, terminate the Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR2010.  Any personnel of the Consultant, who engages in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, shall be removed in accordance with Sub-Clause 4.2. |
| **2.COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT** | | |
| **2.1Effectiveness of Contract** |  | This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date. |
| **2.2 Commencement of Services** |  | The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC. |
| **2.3 Expiration of Contract** |  | Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time 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** |  | 55  The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties. |
| **2.5.2 No Breach of Contract** |  | The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. |
| **2.5.3 Extension of Time** |  | Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. |
| **2.5.4 Payments** |  | During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period. |
| **2.6 Termination** |  |  |
| **2.6.1 By the PA** |  | The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in the case of the event referred to in (e). |
|  |  | 1. 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. 2. If the Consultant becomes insolvent or bankrupt. 3. If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. 4. 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.   56   1. If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract. 2. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof. |
| **2.6.2 By the Consultant** |  | The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the PA, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2: |
|  |  | * 1. If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.   2. Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment overdue.   3. If, as the result of Force Majeure, the Consultant is unable perform a material portion of the Services for a period of not less than sixty (60) days.   4. If the PA fails to comply with any final decision reached as result of arbitration pursuant to Clause GC 8 hereof. |
| **2.6.3 Payment upon Termination** |  | Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the PA shall make the following payments to the Consultant: |
|  |  | 1. payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination; 2. except in the case of termination pursuant to paragraphs (a) through and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents. |
| **3. OBLIGATIONS OF THE CONSULTANT** | | |
| **3.1 General** |  |  |
| **3.1.1 Standard of Performance** |  | The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The  Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the PA, and shall  57  at all times support and safeguard the PA’s legitimate interests in any dealings with Sub-Consultants or third Parties. |
| **3.2 Conflict of Interests** |  | The Consultant shall hold the PA’s interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests. |
| **3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.** |  | The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant’s only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment. |
| **3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project** |  | The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub- Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project. |
| **3.2.3 Prohibition of Conflicting Activities** |  | The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. |
| **3.3 Confidentiality** |  | Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. |
| **3.4 Insurance to be Taken Out by the Consultant** |  | The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants’, as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA’s request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid. |
| **3.5 Consultant’s Actions Requiring**    **PA’s Prior Approval** |  | The Consultant shall obtain the PA’s prior approval in writing before  58  taking any of the following actions:   1. entering into a subcontract for the performance of any part of the Services, 2. appointing such members of the Personnel not listed by name in Appendix C, and 3. any other action that may be specified in the SC. |
| **3.6 Reporting Obligations** |  | 1. The Consultant shall submit to the PA the reports and documents specified in hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. 2. 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** |  | 1. All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof. 2. 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, inter alia, that acts intended to materially impede the exercise of the PA’s inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA’s prevailing sanctions procedures.).  59 |
| **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  period 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 C are hereby approved by the PA. |
| **4.2 Removal and/or Replacement of Personnel** |  | 1. Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications. 2. If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA. 3. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel. |
| **5. Obligations of the PA** | | |
| **5.1 Assistance and Exemptions** |  | The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC. |
| **5.2 Change in the Applicable Law Related to Taxes and Duties** |  | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.  60 |
| **5.3 Services and Facilities** |  | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses  otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be. |
| **5.3 Services and Facilities** |  | The PA shall make available free of charge to the Consultant the Services and Facilities listed under 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 Lump-Sum Payment** |  | The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in 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 forth in the SC. |
| **6.4 Payment for Additional Services** |  | For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in 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 hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.  61 |
| **7. GOOD FAITH** | | |
| **7.1 Good Faith** |  | The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract. |
| **8. SETTLEMENT OF DISPUTES** | | |
| **8.1 Amicable Settlement** |  | The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. |
| **8.2 Dispute Resolution** |  | Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC. |

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# 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. |
| **1.3** | The language is English. |
| **1.4** | The addresses are: :  Procuring Agency :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attention :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Facsimile :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Consultant :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Attention :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Facsimile :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  E-mail :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **{1.6}** | {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 SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC. |
| **1.7** | The Authorized Representatives are:  For the PA: :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  For the Consultant: :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **1.8** | As per RFP |
| **2.2** | The date for the commencement of Services is [insert date]. |
| **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:   1. Third Party liability insurance, with a minimum coverage of **PKR ---------- per occurrence**; 2. Professional liability insurance, with a minimum coverage of **PKR ---------millions.** 3. 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; **PKR --------- per occurrence in case of death and PKR -------------- in case of injury.** 4. Insurance against loss of or damage to (i) equipment purchased in     63  whole or in part with funds provided under this Contract, **Full Replacement Cost**(ii) any documents prepared by the Consultant in the performance of the Services, **Full cost to be incurred on the reproduction of any such document**. |
| **3.7 (b)** | **Note:** If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be 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. |
| **6.1** | Bid Security shall be submitted equivalent to 3 % of the Consultancy services cost. Bid security shall be placed with financial proposal in sealed envelope.  Performance security shall be 5% of contract amount |
| **6.3** | The amount in Pak Rupees [insert account]. |
| **6.5** | The accounts are:  for local currency: [insert account]  Payments shall be made according to the following schedule:   1. Fifteen (15%) percent of the Contract Price shall be paid as mobilization advance. 2. Forty (40%) amount shall be paid on Award of Procurement Work. 3. Twenty (20%) inland delivery of machinery & equipments and machinery. 4. Twenty Five (25%) percent of the Contract Price shall be paid upon completion and handing over the project. |
| **8.2** | Disputes shall be settled by Complaint Redressal Committee define in SPPR 2010 or through arbitration Act of 1940in accordance with the following provisions:  The Arbitration shall take place in Karachi. |

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**Integrity Pact**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**

**PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS.**

Contract Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

[Name of Supplier/Contractor/Consultant] 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

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

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

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

[Procuring Agency] [Supplier /Contractor/Consultant]

SPPRA

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**Performance Security Form**

To: *[name of Procuring Agency]*

WHEREAS *[name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated \_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_ to supply *[description of goods and services] (*hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures],* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_.

Signature and seal of the Guarantors

*[name of bank or financial institution]*

*[address]*

*[date]*

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**Bank Guarantee for Advance Payment**

To: *[name of Procuring Agency]*

*[name of Contract]*

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called “the Supplier”) shall deposit with the Procuring Agency a Bank Guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring Agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between the Procuring Agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

*[name of bank or financial institution]*

*[address]*

*[date]*

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# Standard Form of Contract

THIS CONTRACT (“Contract”) is entered into this [insert starting date of assignment], by and between [insert PA‟s name] (“the PA”) having its principal place of business at [insert PA‟s address], and [insert Consultant’s name] (“the Consultant”) having its principal office located at [insert Consultant’s address].

WHEREAS, the PA wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

|  |  |
| --- | --- |
| **1. Services** | 1. The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”). 2. The Consultant shall provide the reports listed in Annex B, “Consultant's Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services. |
| **2. Term** | The Consultant shall perform the Services during the period commencing [insert start date] and continuing through [insert completion date] or any other period as may be subsequently agreed by the parties in writing. |
| **3. Payment** | A. Ceiling  For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed [insert amount]. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.  C. Payment Conditions  Payment shall be made in [specify currency], no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4. |
| **4. Project Administration** | 68  A. Coordinator  The PA designates Mr./Ms. [insert name] as PA’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.  B. Timesheets  During the course of their work under this Contract the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as instructed by the Coordinator.  C. Records and Accounts  The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The PA reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant’s records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter. |
| **5. Performance Standard** | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory. |
| **6. Confidentiality** | The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA’s business or operations without the prior written consent of the PA. |
| **7. Ownership of Material** | Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and software. |
| **8. Consultant Not to be Engaged in Certain Activities** | The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or  69  closely related to the Services. |
| **9. Insurance** | The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments. |
| **10. Assignment** | The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent. |

|  |  |
| --- | --- |
| **11. Law Governing Contract and Language** | The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English. |
| **12. Dispute Resolution** | Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940. |

**FOR THE P.A FOR THE CONSULTANT**

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Where *w* = weekends, *ph*= public holidays, *v* = vacation, and *s* = sick leave.

   It is important to note that leave can be considered a social cost only if the PA is not

   charged for the leave taken. [↑](#footnote-ref-2)