

### 3.3 FINANCIAL PROPOSAL

Proposal is to be submitted on Company letterhead duly signed and stamped.

The consultancy Fee is to be quoted in two phases. Phase 1 which includes design schematics, design development, preparation of design guidelines and all services mentioned above. While Phase 2 which is supervision and includes all services, mentioned explicitly or not, required to ensure execution of the scheme in the best possible manner, ensuring transparency, protection of the interests of the PA and adherence to the international engineering standards.

Fee for both components is to be quoted on percentage basis (of the engineering works).

The Financial Proposal would be evaluated on the quoted Fees calculated cumulatively for both components of the Consultancy Services.

During evaluation, the Financial Proposal would be given 30% weightage.

### 3.4 NOTES

- The client reserves the right to reject any all submitted proposals
- The cost of preparing the above proposals and negotiating the contract, including visits to the client are not reimbursable as a direct cost of the assignment.
- Incomplete proposal will not be entertained.
- If required under the law, the selected firm shall be required to register with the Pakistan Council of Architects and town planners, if not previously registered.
- The consultants shall be responsible for payment of all kind of taxes and duties as may be the case, with no liability on the part of the Client.
- All payments to the Consultants shall be made by the Client in Pak. Rupees
- Estimated time for completion design and phase one construction shall be 12 (twelve) months.

## **4.0 TECHNICAL PROPOSAL STANDARD FORMATS**

### **4.1 GENERAL INFORMATION**

Name of Firm

Year of establishment

Registration of Pakistan Council of Architects and Town Planners

### **4.2. PROFESSIONAL WORTH AND STANDING OF THE FIRM/ CONSORTIUM**

List of architectural projects undertaken or inhand during last 20 years.

### **4.3 CONSTRUCTION MANAGEMENT & SUPERVISION STAFF**

Consultants are requested to submit all relevant details of the personnel to be deployed at site as listed below including name, nationality, qualification, experience and parent company

## **5.0 FINANCIAL PROPOSAL STANDARD FORMAT**

**Prospective consultants are required to submit the Proposed Consultancy Fee for the Project in percentage of the of construction cost.**

### **NOTES**

- Consultants are requested to quote the Fee they propose for professional services an against the SCOPE OF SERVICES as mentioned above.
- This Fee is to be quoted as a percentage of the Cost of Engineering works of the Project. The percentage will be divided into 12 months for specific duration of work and which if needed will be adjusted accordingly. The project Cost shall be the actual cost of Engineering works of the project. It will not include cost of land or machinery except where input of the consultant is obtained.
- For the purpose of running payments, the estimated cost of total project shall be taken as the cost subject to adjustment as per actual Cost. The Estimated Project Cost shall be prepared by the Consultants and duly approved by the Client.

## **NOTES:**

- All rates shall be in Pak Rs. Rates to be inclusive of all overheads i.e utilities, communication, stationary, allied/misc costs etc. and taxes as prescribed under income tax ordinance.
- Provision of office accommodation and transport for consultant's field staff will be made part of main construction contract agreement.
- During evaluation the financial proposal would be given 30% weightage.

## **IMPORTANT NOTE**

**Technical and Financial proposals are to be submitted separately in sealed envelopes.**

### **6.0 Evaluation Criteria**

#### **6.1 Description of Weight age**

- Technical Evaluation 70%
- Financial Evaluation 30%

#### **6.2 Evaluation of Technical & Financial Proposals**

6.2.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 60% marks or more out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score.

Please refer to Data Sheet for further details.

6.2.2 The scoring criteria to be used for evaluation shall be as given in the Data Sheet.

## **General Conditions of Contract**

### **1. General Provisions**

#### **1.1 Definitions**

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

- (a) "Applicable Law" means the Sindh Public Procurement Act, there under Rules 2010 amended 2013.
- (b) "Procuring Agency PA" means the implementing department which signs the contract.
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents as listed in Clause 1, that is General Conditions and Special Conditions and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services of the consultant, in accordance with Clause 6.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/ association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.



- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

## **1.2 Law Governing Contract**

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

## **1.3 Language**

The Contract shall be executed in language specified in 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 specified in special condition of the contract and, where the location of particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

## **1.6 Authority of Member in Charge**

In case the Consultant consists of a joint venture of more than one individual firms, the Member hereby authorize an 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 Procuring Agency.

### **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 Procuring Agency 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 Laws as specified in SC, the amount of which is deemed to have been included in the Contract Price.

### **1.9 Fraud and Corruption**

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

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

#### **B. Integrity Pact**

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

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

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

## COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date, as may be stated in 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 modifications and variations of the scope of Services, may only be made by written agreement between the Parties. However, each party shall give due consideration to any proposals for modifications or variations made by the other party.
- 2.5 Force Majeure** The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
- 2.6 Termination**
- 2.6.1 Termination by the Procuring Agency**
- The Procuring Agency may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f)

of this Clause GC 2.6.1. In such an occurrence the PA shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

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

#### **2.6.2 Termination by the Consultant**

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

- A If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- B Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- C If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- D If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

### **2.6.3 Payment upon Termination**

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

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

## **2. 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 Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Sub-Consultants or third Parties.

#### **3.2 Conflict of Interests**

The Consultant shall hold the Procuring Agency'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 Procuring Agency, 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 Procuring Agency, 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 Procuring Agency's prior approval in writing before taking any of the following actions:

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

**3.6 Reporting  
Obligations**

- a The Consultant shall submit to the PA the reports and documents specified in (PA may interest Appendix) hereto, in the form, in the numbers and within the time period set for in the said Appendix.
- b Final reports shall be delivered in CD ROM or any other form of soft copies as required by the PA in addition to the hard copies specified in the said Appendix.

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

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

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

### **3.8 Accounting, Inspection and Auditing**

- 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.
- 3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 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.).

## **3. CONSULTANT'S PERSONNEL**

- 4.1 Description of Personnel The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out 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 Procuring Agency.

- 4.2 Removal and/or Replacement of Personnel
  - a Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
  - b If the Procuring Agency 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 Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

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

## **5. OBLIGATIONS OF THE PA**

**5.1 Assistance and Exemptions** The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions if 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 payable by 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 Procuring Agency 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** 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 to be provided in Appendices D and E.

**6.5 Terms and Conditions of** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless

**payment**

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.

## **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.

## Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010
1.3	The language is English.
1.4	<p>The addresses are:  Procuring Agency: <u>Sindh Solid Waste Management Board,</u>  <u>Bungalow No. 13 Al-Hamra Housing Society, Shaheed-e- Millat Road, Karachi</u>  Attention: <u>Managing Director, SSWMB</u>  Telephone: <u>+92 21 9933 3704 - 06</u>  Facsimile: <u>+92 21 9933 3707</u>  E-mail: <u>info@sswmb.gos.pk</u></p> <p>Consultant: _____  Attention: _____  Facsimile: _____  Telephone: _____  E-mail: _____</p>
1.5	The location is province of Sindh (Karachi).
1.6	The member in charge is _____
1.7	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: Managing Director, SSWMB</p> <p>For the Consultant: _____</p>
1.8	The Procuring Agency will deduct all applicable taxes at source without reimbursement.
2.1	The Effectiveness date is <u>(Date of Award of Contract)</u>
2.2	The date of commencement of services is <u>(As per Award of Contract)</u>
2.3	The time period shall be <u>(As per Award of Contract)</u>
3.4	<p>The risks and the coverage shall be as follows:</p> <p style="text-align: center;">NONE BY THE PROCURING AGENCY</p>
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring

	Agency.
5.1	<i>Not Applicable</i>
6.1	Performance security equal to 5% in form of pay order, demand draft or bank guarantee shall be submitted by the vendor.
6.3	The Contract price is: As per lowest evaluated bid and mentioned in the letter of <u>Award of Contract</u>
6.5	<b>The payment schedule:</b>  <i>(Payment of installments shall be linked to the deliverables specified in the Terms of Reference – as per agreement)</i>
8.2	Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.

**SECTION – 6**  
**STANDARD FORMS OF CONTRACT**

## (INTEGRITY PACT)

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN  
CONTRACTS WORTH RS. 2.5 MILLION OR MORE**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Contract Value: \_\_\_\_\_  
 Contract Title: \_\_\_\_\_

..... [name of 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 GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of 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 GoS, except that which has been expressly declared pursuant hereto.

[name of 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of 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 rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

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

Name of Procuring Agency: ..... Name of Consultant: .....

Signature: .....  
 [Seal]

Signature: .....  
 [Seal]

**TERMS OF REFERENCE / SCOPE OF WORK**  
**(DETAILED DESIGN AND SUPERVISION)**



Appendix A

(INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer: .....  
Signature: .....  
[Seal]

Name of Seller/Supplier: .....  
Signature: .....  
[Seal]

## 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 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**
  - (a) 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").
  - (b) 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 performing 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. **Economic Price Adjustment**

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ---% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision:

"Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

Remuneration pursuant to the rates set forth in Annex C shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the *[13] th* calendar month after the date of the Contract) by applying the following formula:

$$RI = RI0 \times \frac{II}{II0}$$

where *RI* is the adjusted remuneration, *RI0* is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, *II* is the official rate of inflation for the first month for which the adjustment is to have effect and,

Ilo is the official rate of inflation for the month of the date of the Contract.”]

**5. Project A. Coordinator**

**Administration** 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.

**6. 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.

**7. 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.

**8. 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.

**9. 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 closely related to the Services.

**10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.

**11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.

**12. Governing Contract and Language** **Law** 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.

**13. Resolution** **Dispute** 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 PA**

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

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

**FOR THE CONSULTANT**

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

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



# GOVERNMENT OF SINDH



Sindh

Solid Waste Management  
Board

## REQUEST FOR PROPOSAL

### HIRING OF CONSULTING FIRM FOR TECHNO-ECONOMIC FEASIBILITY STUDY FOR ESTABLISHMENT OF INTEGRATED SOLID WASTE MANAGEMENT IN HYDERABAD AND QASIMABAD'

Including Waste Characterization Study,  
Preparation of Preliminary Design, Cost Estimation,  
PC-I Document, Tender Documents etc.

**Reference: SSWMB-NIT-8.5**

**Sindh Solid Waste Management Board**

Bungalow No. 13, Al-Hamra Housing Society,  
Shaheed-e-Millat Road Karachi.

Phone: +92 21 9933 3704-06

Facsimile: + 92 21 9933 3707

E-mail: [info@sswmb.gos.pk](mailto:info@sswmb.gos.pk) URL: [www.sswmb.gos.pk](http://www.sswmb.gos.pk)

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## **SECTION - I**

### **Letter of Invitation**



## LETTER OF INVITATION

1. The Sindh Solid Waste Management Board – SSWMB (hereinafter called "Procuring Agency") invites proposals from the national, qualified and registered well-reputed Consulting Engineering firms / companies for carrying out **"TECNO-ECONOMIC FEASIBILITY STUDY FOR ESTABLISHMENT OF INTEGRATED SOLID WASTE MANAGEMENT IN HYDERABAD AND QASIMABAD"** including Waste Characterization Study, Preparation of Preliminary Design, Cost Estimation, PC-I Document, Tender Documents etc. More details on the services are provided in the Terms of Reference (ToRs).

2. Interested national firms with relevant expertise and having valid registration with legal entity, relevant tax authorities (Federal Board of Revenue, Sindh Revenue Board) are requested to send their proposals to the undersigned in two separate sealed envelopes clearly mentioned as **"TECHNICAL PROPOSAL"** and **"FINANCIAL PROPOSAL"**.

3. A firm will be selected under **Quality and Cost Based Selection Method** and procedures described in this RFP and in accordance with the Sindh Public Procurement Rules 2010 (amended 2013).

4. The RFP Document includes the following:-

- Section 1 - Letter of Invitation
- Section 2 - Instructions to Consultants (including Data Sheet)
- Section 3 - Technical Proposal - Standard Forms
- Section 4 - Financial Proposal - Standard Forms
- Section 5 - Terms of Reference
- Section 6 - Standard Forms of Contract

5. Please inform us in writing at the following address upon receipt; **Not applicable**

- (a) that you received the letter of invitation; and
- (b) whether you will submit a proposal alone or in association

*Note: This invitation of RFP is open to all interested and eligible Consulting Firms, provided they meet the minimum eligibility criteria.*

6. Firms, which wish to participate, may contact at the following address:

**Sindh Solid Waste Management Board,**  
Bungalow No. 13, Al-Hamra Housing Society,  
Shaheed-e- Millat Road Karachi  
Phone: +92 21 9933 3704-06 Facsimile: +92 21 9933 3707  
URL: [www.sswmb.gos.pk](http://www.sswmb.gos.pk) Email: [info@sswmb.gos.pk](mailto:info@sswmb.gos.pk)

7. All proposals must be accompanied with a Bid Security of an amount of Rs. 500,000/- (Pak Rupees Five Hundred Thousands only) in line with SPPRA requirements. This Bid Security shall be placed in the Technical Proposal Envelope. Non-submission of the Bid Security in the Technical Proposal Envelope shall render the proposal Non-responsive and it shall not be evaluated.

8. Proposals reaching the SSWMB office after the date and time for submission shall not be considered and will be summarily rejected. SSWMB shall not take any responsibility for proposals delayed in post, courier, transit or any other mode of submission.

9. The firm / JV Association (including all partners of the JV or Association) finally selected for the feasibility study, preliminary engineering design, etc. will not be allowed to participate in the Design-Build / PPP contract of the project.

Yours Sincerely,

Managing Director,  
Sindh Solid Waste Management Board,  
Government of Sindh, Karachi.

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## **SECTION - 2**

### **Instructions to Consultants**

## Instructions to Consultants

### 1. Definitions

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

## 2. Introduction

- 2.1 The Procuring Agency named in the **Data Sheet** will select a consulting firm/organization (the Consultant) in accordance with the method of selection, Quality and Cost Based Selection (QCBS) as per SPP Rules 2010 (amended 2013).
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference (if held) as specified in the **Data Sheet**. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the **Data Sheet** for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Agency may provide facilities and inputs as specified in **Data Sheet**.

## 3. Conflict of Interest

- 3.1.1 Consultants are required to provide professional, objective, and impartial advice and holding the Procuring Agency interest paramount. They shall strictly avoid conflict with other assignments or their own corporate interest. Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Procuring Agency, or that may reasonably be perceived as having such effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 3.1.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below:
- i. A consultant that has been engaged by the procuring agency to provide goods, works or services other than consulting services for a project, any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or imple-

mentation of a project, any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

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

#### **Conflicting Relationships**

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

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

#### **4. Fraud and Corruption**

It is Government's policy that Consultants under the contract(s) observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Procuring Agency follows the instructions contained in Sindh Public Procurement Rules 2010 (Amended 2013) which defines:

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

Under Rule 35 of SPPR 2010 (Amended 2013), "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

**5. Integrity Pact**

Pursuant to Rule 89 of SPPR 2010 (Amended 2013) Consultant undertakes to sign an Integrity Pact in accordance with prescribed format attached hereto for all the procurements estimated to exceed Rs. 2.5 million (**Section 6 – Annex - A**).

**6. Eligible Consultants**

- 6.1** If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPRA 2010 for the Consultant(s) for which these RFP documents are being issued, those firms in case of Joint Ventures with the same partner (s) and Joint Ventures Structures - that had been pre-qualified are eligible – Not applicable.
- 6.2** Short listed consultants emerging from request of expression of interest are eligible – Not applicable.

**7. Eligibility of Sub-Consultants**

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

**8. Only one Proposal**

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

**9. Proposal Validity**

- 9.1** The **Data Sheet** indicates Proposals validity that shall not be more than 90 days in case of National Competitive Bidding (NCB). During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Procuring Agency will make its best effort to complete negotiations within this period. Should the need arise; however, the Procuring Agency may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants may submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals.
- 9.2** Consultants shall submit required bid security along with financial proposal defined in the **Data Sheet** (which shall not be less than one percent and shall not exceed five percent of bid amount).

**10. Clarification and Amendment in RFP Documents**

- 10.1** Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procur-



ing agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

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

#### 11. Preparation of Proposals

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

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

#### 12. Language

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

#### 13. Technical Proposal Format and Content

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

- i. If a consultant considers that it may enhance its expertise for the assignment by associating with other consultants in a joint venture or sub-consultancy, it may associate with any one if so indicated in the Data Sheet. A consultant must first obtain the approval of procuring agency if it wishes to enter into a joint venture. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture
- ii. For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet, The proposal shall, however, be based on the number of For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

- iii. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or has an extended and stable working relationship with it.
- iv. Proposed professional staff must, at a minimum, have the experience indicated in the **Data Sheet**, preferably working under similar geographical condition.
- v. Alternative professional staff shall not be proposed, and only one curriculum Vitae (CV) shall be submitted for each position.

**13.2** The Technical Proposal shall provide the following information using the attached Standard Forms. **TECH-1** is Technical Proposal submission Form.

- i. A brief description of the consultant organization (Section 3: **TECH-2A**) and an outline of recent experience on assignments of a similar nature (**Section 3: TECH-2B**). For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- ii. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (**Section 3: TECH-3A & 3B**)
- iii. The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member and their timing (**Section 3: TECH-5**).
- iv. CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (**Section 3: TECH-6**). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last five years.
- v. Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (**Section 3: TECH-7 & TECH-8**).
- vi. A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the **Data Sheet** specifies training as a major component of the assignment(**Section 3: TECH-4**).

- vii. Any additional information requested in the **Data Sheet**.
- 13.3 The Technical Proposal shall not include any financial information.
- 14. Financial Proposals
  - 14.1 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (in the field and at the Consultants' office), and (b) reimbursable expenses indicated in the **Data Sheet** (if applicable). Alternatively, Consultant may provide their own list of cost. If appropriate, these costs should be broken down by activity. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 15. Taxes
  - 15.1 The Consultant will be subject to all admissible taxes (such as sales tax or services tax or value added tax, social charges or income taxes) including stamp duty and service charges at a rate prevailing on the date of contract agreement unless exempted by relevant tax authority.
- 16. Submission, Receipt, and Opening of Proposals
  - 16.1 Proposal shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 to 8 of Section 3 and FIN-1 to 4 of Section 4. All pages of the original Technical and Financial Proposals will be initialed by an authorized representative of the Consultants (Individual Consultant). The authorization shall be in the form of a written power of attorney accompanying the Proposal.
  - 16.2 All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of Technical Proposal, the original governs.
  - 16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**" If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
  - 16.4 The proposals must be sent to the address indicated in the Data Sheet and received by the PA no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by PA after the dead-

lines for submission shall be returned unopened. In order to avoid any delay arising from the postal or PA's internal dispatch workings, consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

**17. Proposal Evaluation**

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

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

**18. Evaluation of Technical Proposals**

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

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

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

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

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

**19. Evaluation of Financial Proposals**

- 19.1** Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and unopened. These Financial

Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

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

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

## **20. Negotiations**

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

## **21. Technical negotiations**

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

## **22. Financial Negotiations**

**22.1** If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA



with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal – Standard Forms of this RFP).

- 22.2** Extent of contract negotiation – Procuring Agency may negotiate with the highest rank bidder regarding methodology, work plan, staffing and special conditions of the contract. The procuring agency shall not permit substitution of key staff, unless both parties agree that undue delay in selection process makes such substitution unavoidable. Similarly, negotiation shall not seek changes in the rate quoted by the bidder. In case of failure of negotiations the procuring agency may invite second ranked bidders as per the evaluation report (See Rule 79 of SPP Rules 2010).

**23. Availability of Professional staff/experts**

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

**24. Award of Contract**

- 24.1** After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the SPPRA and on its own website, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.
- 24.2** After publishing of award of contract consultant would be required to submit a performance security at the rate indicated in data sheet.
- 24.3** The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**25. Confidentiality**

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

cess may result in the rejection of its Proposal.

**26. Duties &  
Taxes**

All taxes, duties, fees and other contractual cost regarding the signing of contract shall be borne by the consultants / JV consulting firm.

**27. Proposal  
Preparation  
cost**

Consulting firm, JV consulting firms shall bear all costs associated with preparation and submission of their proposals.



## DATA SHEET

Sr. No.	Reference Paragraph	Data
1.	1.1	<p>Name of the Assignment:-  <b>"TECHNO-ECONOMIC FEASIBILITY STUDY FOR ESTABLISHMENT OF INTEGRATED SOLID WASTE MANAGEMENT IN HYDERABAD AND QASIMABAD"</b> including Waste Characterization Study, Preparation of Preliminary Design, Cost Estimation, PC-I Document, Tender Documents etc.</p> <p>Name of the Procuring Agency (Procuring Agency):  <b>Sindh Solid Waste Management Board (SSWMB)</b></p> <p>The Name of the Procuring Agency official(s):  <b>Managing Director,</b>  Address: Sindh Solid Waste Management Board,  Bungalow No. 13, Al-Hamra Housing Society,  Shaheed-e-Millat Road, Karachi.  Telephone: +92 21 9933 3704-6 Facsimile: +92 21 9933 3707  E-mail: <a href="mailto:Info@sswmb.gos.pk">Info@sswmb.gos.pk</a></p>
2.	1.2	<p>The method of selection is:  <b>"Quality and Cost Based Selection (QCBS)"</b> Rule No. 72 (3) of SPPRA Rules (2010) Amended (2013)</p>
3.	1.3	<p>Financial Proposal to be submitted together with Technical Proposal:  <b>Yes (But in a separate sealed envelope)</b></p>
4.	1.4	<p>The Procuring Agency will provide the following inputs and facilities:  <b>All the available data and reports, if any will be shared with successful Consulting Firms.</b></p>
5.	1.5	<p>The Proposal submission address is:</p> <p><b>Managing Director,</b>  <b>Sindh Solid Waste Management Board (SSWMB),</b>  <b>Bungalow No. 13, Al-Hamra Housing Society,</b>  <b>Shaheed-e-Millat Road, Karachi.</b>  <b>Tel No. +92 21 9933 3704-6 – Fax: +92 21 9933 3707</b></p> <p>Proposals must be submitted no later than the following date and time:  <b>Date: 5<sup>th</sup> April, 2017      Time: 03:00 PM</b></p>
6.	1.6	<p>Expected date for commencement of consulting services  <b>Date: 2<sup>nd</sup> week of April, 2017 at Hyderabad &amp; Qasimabad</b></p>
7.	3.1	<p><b>The firm/ JV/ Association (including all partners of the JV or association) finally selected for the feasibility study, preliminary engineering design, etc. will not be allowed to participate in the design-Build PPP contract of the project.</b></p>
8.	5.1	<p><b>Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs. 2.5 million</b></p>

9.	6	<p><b>Eligibility of Consulting Firms:</b></p> <p>The Mandatory Eligibility requirements for the Consulting Firms are as follows:</p> <ol style="list-style-type: none"> <li>1. Duly registered / Licensed by Pakistan Engineering Council as Consulting Engineers for the year 2017 or beyond having specialized codes: Service Codes 0511 &amp; Project Profile Codes 1204. (In case of a JV or association of consultants, the Lead Firm shall have to fulfill the above criteria). A PEC License within 90 days of expiry can be accepted provided the bidder also provides a proof that the firm has already applied for renewal of registration within the time limit prescribed by PEC. COPY OF PEC LICENSE OR PROOF OF APPLICATION FOR RENEWAL MUST BE SUBMITTED.</li> <li>2. Not having been blacklisted by any government semi-government department, agency, autonomous body, or other clients.</li> <li>3. Valid Registration with SRB (attach proof) &amp; FBR (NTN certificate attached).</li> </ol>
10.	9.1	Proposals must remain valid for <b>90 days</b> after the submission date.
11.	10.1	<p>Clarifications may be requested not later than <u>five</u> days before the Submission date</p> <p>The address for requesting clarification is:  <b>Managing Director,</b>  <b>Sindh Solid Waste Management Board (SSWMB),</b>  <b>Bungalow No. 13, Al-Hamra Housing Society,</b>  <b>Shaheed-e-Millat Road, Karachi.</b>  <b>Tel No. +92 21 9933 3704-6 – Fax +92 21 9933 3707</b></p>
12.	11.2	The estimated number of professional staff-months required for the assignment is: <b>As given in Section 5 (Terms of Reference).</b>
13.	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.
14.	13.1	The format of the Technical Proposal to be submitted is FTP√ or STP ____
		<p>Eligibility, Responsiveness &amp; Qualification Criteria:</p> <p><b>13.1 (a) Eligibility &amp; Responsiveness Criteria:</b></p> <ol style="list-style-type: none"> <li>1. The applicant (or the lead firm in case of a JV or association of consultants) must be a registered / licensed Consulting Engineering Firm from Pakistan Engineering Council with a valid license for the year 2017 or beyond with <b>Service Codes 0511 &amp; Project Profile Codes 1204</b>. A PEC License within 90 days of expiry can be accepted provided the bidder also provides a proof that the firm has already applied for renewal of registration within the time limit prescribed by PEC. COPY OF PEC LICENSE OR PROOF OF APPLICATION FOR RENEWAL MUST BE SUBMITTED.</li> <li>2. The applicant (all firms in case of a JV or association of consultants) must not be blacklisted from any government / semi-government department, agency, autonomous body, or other clients. An affidavit on stamp paper of Rs. 50/- that the firm is not blacklisted by any government / semi-government department, agency, autonomous body or other clients. (Separate affidavits</li> </ol>

		<p>for all firms in case of JV or association).</p> <p>3. Details of litigation / arbitration in last ten years with result thereof. If no litigation / arbitration, an affidavit in this regard should be submitted by the applicant (or all partners in case of a JV or association) on stamp paper of Rs. 50.</p> <p>4. <b>Valid Registration with SRB (attach proof) &amp; FBR (NTN certificate attached).</b></p> <p>5. All information required in the RFP is submitted.</p> <p>6. Submission of Bid Security in Technical Proposal Envelope for an amount of Rs.200,000/- (Pak rupees Two Hundred Thousands only) in shape as approved by SPPRA.</p> <p>NOTE: ALL DOCUMENTS MENTIONED ABOVE MUST BE SUBMITTED WITH THE PROPOSAL. <i>Applicants will be declared as non-responsive and their proposals will not be evaluated further if the above documents are not attached with the application or PEC licensing requirements are not met. In such a case, their financial proposals shall be returned unopened as per SPPRA Rules.</i></p>																																													
		<p><b>13.1 (b) Qualification Criteria:</b></p> <p><b>A. <u>PROFILE, EXPERIENCE AND PAST PERFORMANCE OF THE FIRM</u></b></p>	<p><b>20 Marks</b></p>																																												
		<p><b>1. <u>PROFILE OF THE FIRM</u></b></p> <p>i. Name, address, telephone, fax no. and email address of firms</p> <p>ii. Ownership, organization structure and year of establishment of the applicant Firm of Lead Firm in case of JV or association. (Half mark for every year of existence) subject to a maximum of 5 marks. Documentary Evidence of Year of Establishment of firm is to be provided</p> <p><b>2. <u>GENERAL EXPERIENCE</u></b> Overall experience of the firm as prime consultant (01 point of each project of Rs. 25 million or above, in last 15 years up to a maximum of 05 such projects). Documentary proof (i.e. work order and/or completion certificate) be attached. The projects should be presented strictly in the following format and no additional information should be given</p> <table><tr><th rowspan="2">Sr. No.</th><th rowspan="2">Name of work</th><th rowspan="2">Employer/ client</th><th rowspan="2">Amount</th><th colspan="2">Date</th><th colspan="2">Documents enclosed(y/n)</th></tr><tr><th>Start</th><th>Compl.</th><th>Work Order</th><th>Compl.</th></tr><tr><td>1</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>2</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>3</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td>4</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Sr. No.	Name of work	Employer/ client	Amount	Date		Documents enclosed(y/n)		Start	Compl.	Work Order	Compl.	1								2								3								4								<p><b>05 Marks</b></p> <p><b>05 Marks</b></p>
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		<p><b>3. <u>SPECIFIC EXPERIENCE</u></b></p> <p>Specific Experience i.e. Solid Waste Management works / studies completed as prime consultants (02 points for each project of Rs. 25 million or above, in last 05 years up to a maximum of 05 such projects). Documentary proof (i.e. work order/or completion certificate) be attached. The project should be presented strictly in the following format and no additional information should be given:</p> <table border="1"> <tr> <th rowspan="2">Sr. No.</th> <th rowspan="2">Name of work</th> <th rowspan="2">Employer/ client</th> <th rowspan="2">Amount</th> <th colspan="2">Date</th> <th colspan="2">Documents enclosed (y/n)</th> </tr> <tr> <th>Start</th> <th>Compl.</th> <th>Work Order</th> <th>Completed</th> </tr> <tr> <td>1</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>3</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>4</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </table> <p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. Documentary Evidence (agreement or work orders) of each project is to be provided and only those projects shall be considered for evaluation for which documentary evidence is provided.</li> <li>2. In order to expedite the evaluation process, the applicants shall indicate only the maximum number of projects required in the above categories, which in their opinion shall exhibit the best credentials for the applicant.</li> <li>3. The projects in 2&amp;3 may be repeated if they fall in more than one category but the applicant has to identify projects in each category separately in order to be considered for evaluation. Copies of work orders (if repeated project) may however be appended only once.</li> </ol>	Sr. No.	Name of work	Employer/ client	Amount	Date		Documents enclosed (y/n)		Start	Compl.	Work Order	Completed	1								2								3								4								10 Marks
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		<p><b>B. <u>ADEQUACY OF THE PROPOSED METHODOLOGY AND WORK PLAN</u></b> (Marks shall be assigned as per SPPRA guidelines)</p>	40 Marks																																												
		<p>a) Technical Approach and Methodology</p> <p>b) Work Plan</p> <p>c) Organization and Staffing</p>	<p>30</p> <p>05</p> <p>05</p>																																												
		<b>C. <u>PROPOSED PROJECT TEAM</u></b>	30																																												
		<p>Key professional Staff qualifications &amp; competence for the assignments:</p> <p>The applicant should demonstrate that the proposed project team is from the personnel available with them on a permanent basis. The CVs of the key professionals and team members must be submitted with the proposal. SSWMB may ask the applicant (Consulting Firm) to provide Copies of Tax payment challans against the salary or other proof for each or any individual claimed by the Firm in order to be considered for evaluation of these personnel. Failure to provide the Tax Challans or required proof (by PA) shall render the claimed individual to be excluded from the evaluation process.</p>																																													

### MINIMUM STAFF REQUIRED

S. No.	Position	Qualification / Experience required	Maximum Marks
1	Project Manager / Team Leader	PhD in Engineering / Masters in Environmental Engineering / Environmental Science with 07/10 years related experience with at least 2 SWM Projects in his credentials	07
2	Senior Design Engineer	Masters in Engineering / B.E. (Civil) Engineering with 07/10 years related experience.	5
3	Public Health Specialist	M.B;B.S. with Post graduation in Public Health & / or Health Management with minimum 07 years' experience in Health Services	4
4.	GIS Expert	Masters / Bachelors Degree with minimum 07/10 years experience	3
5.	Mechanical Design Engineer	Masters in Engineering / Bachelors Engineering with 07 / 10 years of experience	3
6.	Electrical Design engineer	Masters in Engineering / Bachelors Engineering with 07/10 years of experience	3
7.	Sociologist / Economist	Masters / Bachelors Degree with minimum 07/10years experience	3
8.	Chief Sanitary Inspector	Diploma in Sanitation with minimum 15 years experience as Sanitary Inspector / CSI	02
9.	Support staff	<b>As per requirement</b>	
Total Marks			30

#### Notes:

- Each individual claimed by the applicant whose CV (and paid tax challans or other proof of the applicants firm, if desired by PA) showing that the said individual is an employee of the firm (for last three months) are attached, will be evaluated for the marks given in front of the position. If the CV and/or the paid tax challans or required proof as mentioned above is not provided, the individual will not be evaluated.
- For at least half of the above positions (Expert or Engineer / Public Health Specialist Expert / Professional), a permanent employment certificate with the firm for at least 1 year shall have to be submitted by the firm to get full marks. In case of non-submission of permanent employment certificate, only 50% of the scored marks shall be awarded.
- Only one individual shall be evaluated for each position given above.



4. Only those individuals shall be evaluated who have the requisite qualifications and overall experience mentioned against each category of personnel. As such, the qualification and overall experience shall be used to determine the eligibility of the individual to be evaluated.
5. The marks will be given to the only individual having the required qualification and overall experience and the scoring shall be done against the similar projects worked-on. The related experience shall mean that the individual shall have worked on similar project type on which the individual has worked on shall be given Marks mentioned in front of each position subject to the maximum marks for each position mentioned above.

	<b>D. Financial Stability of the Firm</b>	10 Marks
	The applicant (or Lead Firm in case of JV / Association) should demonstrate that it has adequate financial stability by submitting copies of last three years Accounts of the firm duly signed by a qualified Auditor. 3.5 marks each for first two years and 3 marks for last year audited accounts report.	
	<b>TOTAL (A+B+C+D)</b>	<b>100</b>
	<b>The Qualification Criteria</b> <ol style="list-style-type: none"> <li>1. In order to qualify to be shortlisted for the assignment, the applicant shall secure: <ol style="list-style-type: none"> <li>a. Minimum 50% or more marks in each of the four main categories.</li> <li>b. Overall 60% or more Marks.</li> </ol> </li> <li>2. Those applicants who EITHER fail to secure 60% or more overall marks OR fail to secure 50% or more marks in any of the four categories shall not be considered qualified and their financial proposal shall be returned un-opened as per SPPRA rules.</li> <li>3. Any false information provided by the applicant firms may result in disqualification.</li> </ol>	
13.2 (vii)	Training is a specific component of this assignment: Yes ___ No <input checked="" type="checkbox"/>	
14.1	<i>List of the applicable Reimbursable expenses in local currency;</i> <p><b>The successful consultant shall be paid on lump sum basis (all inclusive) as per his approved lowest evaluated bid. No additional reimbursement can be claimed on whatever pretext.</b></p> <p style="text-align: center;">FOLLOWING IS NOT APPLICABLE</p> <p>(1) A per diem allowance in respect of the personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purpose of the services;</p>	

	<p>(2) Cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and most direct practicable route;</p> <p>(3) Cost of office accommodation, investigations and surveys;</p> <p>(4) Cost of applicable international or local communication such as the use of telephone and facsimile required for the purpose of Consulting Services;</p> <p>(5) Cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purpose of Consulting Services;</p> <p>(6) Cost of printing and dispatching of the reports to be produced for Consulting Services;</p> <p>(7) Other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) Cost of such further items required for purposes of the Services not covered in the foregoing.</p> <p>It should be noted by the applicants that it is Pak Rupees procurement and all prices are to be quoted in Pakistan rupees only. The PA shall pay to the successful consultants in Pakistan rupees only. The PA shall enter into a contract with the successful consultants on a Lump Sum basis for Feasibility stage.</p>
15.1	<p>Amounts payable by the Procuring Agency to the consultant under the contract to be subjected to local taxation, stamp duty and service charges: <b><u>YES</u></b></p> <p>The consultants should quote their fee inclusive of all the taxes applicable on them except the Sindh Sales Tax on Services which shall be quoted separately in addition to the quoted fee of the consultants.</p>
16.2	<p>Consultant must submit the original and <u>2</u> copies of the technical proposal, and the original of the financial proposal.</p>
19.4	<p>The system for Combined Evaluation of Technical &amp; Financial Proposals under the <b>Quality and Cost Based Selection Method (QCBS)</b> shall be as follows:</p> <p>i. Financial Proposal Scoring:  <math>S_f(\text{Financial Score of a firm}) = 100 \times F_m / F</math> where  <math>F_m</math> = the lowest evaluated price of the financial proposal opened  <math>F</math> = the financial proposal of the proposal under consideration.</p> <p>ii. Weightages for technical &amp; financial proposals:</p> <p><b>Technical proposal = 70% and financial proposal = 30%</b></p> <p>iii. Final Combined Scores:</p> <p><b><math>CS = 0.70 \times St + 0.30 \times Sf</math></b></p> <p>Where CS = Combined Score of a Proposal, St=Technical Score of the Proposal &amp; Sf= Financial Score of the Proposal</p> <p>The Consultant achieving the highest combined technical and financial score will be invited for negotiations</p>



	<b>The minimum technical score required to pass is 60 from a maximum of points for QCBS</b>
20.1	<p>Expected date and address for contract negotiations:</p> <p>If required, negotiations will be held in accordance with Rule 79 and other relevant provisions of Sindh Public Procurement Rules 2010 (amended 2013) / as provided in Section 2 - Instruction to Consultants.</p> <p>2<sup>nd</sup> week of April, 2017</p> <p>Managing Director, Sindh Solid Waste Management Board (SSWMB) Bungalow No. 13 Al-Hamra Housing Society, Shaheed-e-Millat road, Karachi. Tel No. + 92 21 9933 3704 – 6 Fax: +92 21 9933 3707</p>
24.2	Successful consultant is required to submit performance security in form as required by SPPRA Rules equivalent to 5% of the contract amount

NOTE: ALL BIDDERS ARE REQUIRED TO SIGN AND STAMP EACH AND EVERY PAGE OF THE BIDDING DOCUMENT BEFORE SUBMISSION.

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## **SECTION - 3**

### **TECHNICAL PROPOSALS - STANDARD FORMS**

## **TECHNICAL PROPOSAL - STANDARD FORMS**

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
  - A Consultant's Organization
  - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
  - A On the Terms of Reference
  - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Experts
- TECH-7 Personnel Schedule
- TECH-8 Work Schedule

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## FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

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Karachi

April, 2017

To,

The Managing Director,  
Sindh Solid Waste Management Board,  
Bungalow No. 13, Al-Hamra Housing Society,  
Shaheed-e- Millat Road, Karachi

Dear Sir,

We, the undersigned, offer to provide the consulting services for "TECHNO-ECONOMIC FEASIBILITY STUDY FOR ESTABLISHMENT OF INTEGRATED SOLID WASTE MANAGEMENT IN HYDERABAD & QASIMABAD " including Waste Characterization Techno-economic Study, Preparation of Preliminary Design, Cost Estimation, PC-I Document, Tender Document etc. in accordance with your Request for Proposal dated 19-20 March, 2017 and our Proposal dated --- April 2017. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.<sup>1</sup>

We are submitting our Proposal in association with/as a Joint Venture: *[Insert a list with full name and address of each joint venture partner or sub-Consultant].*<sup>2</sup>

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 personnel. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

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

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

We remain,

Yours sincerely,

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

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

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

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

<sup>1</sup> *[In case Clause Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with: "We are hereby submitting our Proposal, which includes this Technical Proposal only."]*

<sup>2</sup> *[Delete in case no association or Joint Venture is proposed.]*

## FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

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### A: CONSULTANT'S ORGANIZATION

*[Provide here a brief (two pages) description of the background and organization of the Consultant and, if applicable, Sub-Consultant and each joint venture partner for this assignment.]*

## B: CONSULTANT'S EXPERIENCE

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

Assignment name:	Approx. value of the contract (in current PKR or US\$):
Country: Location within country:	Duration of assignment (months):
Name of Procuring Agency:	Total No of person-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current PKR or US\$):
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional person-months provided by the joint venture partners or the Sub-Consultants:
Name of joint venture partner or sub-Consultants, if any:	Name of senior regular full-time employees <sup>3</sup> 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 in the assignment:	

FIRMS NAME:- \_\_\_\_\_

<sup>3</sup> Regular full-time employee as defined in para.3.3(ii), footnote 2 of Section 2:

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS  
OF REFERENCE AND ON COUNTERPART STAFF AND FACILITIES  
TO BE PROVIDED BY THE CLIENT**

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**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 others, 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 Client according to Clause Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, and etcetera.]*

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

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

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Personnel,*

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

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

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

## FORM TECH-5 TEAM COMPOSITION, TASK ASSIGNMENTS

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

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

1. **Proposed Position** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_
2. **Name of Firm** *[Insert name of firm proposing the expert]:* \_\_\_\_\_  
\_\_\_\_\_
3. **Name of Expert** *[Insert full name]:* \_\_\_\_\_
4. **Date of Birth:** \_\_\_\_\_ **Citizenship:** \_\_\_\_\_
5. **Education** *[Indicate college/university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_  
\_\_\_\_\_
6. **Membership in Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_
7. **Other Trainings** *[Indicate significant training since degrees under 5 - Education were obtained]:*  
\_\_\_\_\_  
\_\_\_\_\_
8. **Countries of Work Experience:** *[List countries where expert 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 expert 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: \_\_\_\_\_



5

1

- Full time input      ■ Part time input

## FORM TECH-8 WORK SCHEDULE

N°	Activity <sup>1</sup>	Months <sup>2</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	13
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														

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



## **SECTION 4**

### **FINANCIAL PROPOSAL - STANDARD FORMS**

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## SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para 14 of Section 2. Forms FIN-1, FIN-2, FIN-3, FIN-5, and FIN-6 are to be used whatever is the selection method indicated in para 4 of the Letter of Invitation. However, **Form FIN-4 shall only be used when the CQS, QBS or SSS method is adopted as detailed in para 6.3(i) of Section 2 of the RFP.**

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Remuneration

FIN-4 Breakdown of Reimbursable Expenses

Appendix: Instructions for preparing Financial Proposal Forms FIN-1 to FIN-4

PLEASE CHECK WITH FIN-5 WITH MODEL SPPRA DOCUMENTS. ALSO CHECK  
SECTION 6.3(I) OF SECTION 2

## FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To,

The Managing Director,  
Sindh Solid Waste Management Board,  
Bungalow No. 13, Al-Hamra Housing Society,  
Shaheed-e- Millat Road, Karachi

Dear Sirs:

We, the undersigned, offer to provide the consulting services for Hiring of Consulting Firm for **"TECHNO-ECONOMIC FEASIBILITY STUDY FOR ESTABLISHMENT OF INTEGRATED SOLID WASTE MANAGEMENT IN HYDERABAD AND QASIMABAD"** including Waste Characterization Study (Qualitative & Quantitative Analysis), Preparation of Preliminary Design, Cost Estimation, PC-I Document, Tender Documents etc. in accordance with your Request for Proposal dated 19-20<sup>th</sup> March 2017 and our Technical Proposal. Our attached Financial Proposal is for the sum of Rs. -----  
-----[Insert amount(s) in words and figures<sup>1</sup>].

*Note: Rates in the present Consultancy Services are to be quoted in terms of %age cost of the Engineering Works (Please refer to Terms of Reference / Guidelines section for details).*

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.

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

Name and Address of Agents	Amount in Pak Rupees	Purpose of Commission or Gratuity
____ Not Applicable ____	____ Not Applicable ____	____ Not Applicable ____
_____	_____	_____
_____	_____	_____

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: \_\_\_\_\_

<sup>1</sup> Amounts must coincide with the ones indicated under Total in Form FIN-2.

### FORM FIN-2 SUMMARY OF COSTS

ITEM	COST (Pak Rupees)
Remuneration	
Out of Pocket	
Provisional Sums	
Contingencies	
<b>TOTAL COST OF FINANCIAL PROPOSAL</b>	

Total cost of financial proposal in words (in Pak Rupees): \_\_\_\_\_

Signed and Stamp of Consultant

Note: In case of Joint Venture all members of JV have to sign.

## FORM FIN-3. BREAK DOWN OF COSTS BY ACTIVITY<sup>1</sup>

Group of Activities (Phase): <sup>2</sup>	Description: <sup>3</sup>			
Cost component	<b>Cost</b>			
	<i>[Indicate Foreign Currency#1]<sup>4</sup></i>	<i>[Indicate Foreign Currency#2]<sup>4</sup></i>	<i>[Indicate Foreign Currency#3]<sup>4</sup></i>	<i>[Indicate Local Currency]</i>
Remuneration <sup>5</sup>				
Reimbursable Expenses <sup>5</sup>				
Subtotals				

1. Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different mode so billing and p payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultants shall fill a separate form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
2. Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of FormTECH-8.
3. Short description of the activities whose cost break down 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 informs FIN-4, and FIN-5.

## FORM FIN-4. BREAK DOWN OF REMUNERATION<sup>1</sup>

(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 Activity (Phase): _____							
		Staff-month Rate <sup>4</sup>	Input <sup>5</sup> (Staff-months)	[Indicate Foreign Currency#1] <sup>6</sup>	[Indicate Foreign Currency#2] <sup>6</sup>	[Indicate Foreign Currency#2] <sup>6</sup>	[Indicate Local Currency] <sup>6</sup>
<b>Foreign Staff</b>							
	[Home]						
	[Field]						
<b>Local Staff</b>							
	[Home]						
<b>Total Cost</b>							

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 FormTECH-5.
4. Indicate separately staff-month rate and currency for home and fieldwork.
5. Indicate separately for home and fieldwork, 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.

## FORM FIN-4. BREAK DOWN OF REMUNERATION<sup>1</sup>

(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 Procuring Agency)

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate <sup>4</sup>
<b>Foreign Staff</b>		
		[Home]
		[Field]
		[Home]
		[Field]
		[Home]
		[Field]
		[Home]
		[Field]
		[Home]
		[Field]
		[Home]
		[Field]
		[Home]
		[Field]
<b>Local Staff</b>		
		[Home]
		[Field]
		[Home]
		[Field]
		[Home]
		[Field]
		[Home]
		[Field]
		[Home]
		[Field]

Form FIN-4 shall be filled in for the same Professional and Support Staff listed in FormTECH-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 FormTECH-5.

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



## FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES<sup>1</sup>

(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):

N <sup>o</sup>	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency#1] <sup>4</sup>	[Indicate Foreign Currency#2] <sup>4</sup>	[Indicate Foreign Currency#3] <sup>4</sup>	[Indicate Local Currency] <sup>4</sup>
	Per diem allowances	Day						
	International flights <sup>5</sup>	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place] and [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts							
	Local transportation costs							
	Office rent, clerical assistance							
	Training of the PA's personnel <sup>6</sup>							
<b>Total Cost</b>								

1. FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
2. Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
3. Indicate unit cost and currency.
4. Indicated between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency.  
Cost= Unit Cost x Quantity.
5. Indicate route of each flight, and if the trip is one-or two-ways.
6. Only if the training is a major component of the assignment, defined as such in the TOR

## FORM FIN-5. BREAK DOWN 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 Procuring Agency) – Not Applicable

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	
	International flights <sup>3</sup>	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of re-		
	Equipment, instru- ments, materials,		
	Shipment of personal effects	Trip	
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		
	Training of the PA's personnel		

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.

## APPENDIX. FINANCIAL NEGOTIATIONS – BREAKDOWN OF REMUNERATION RATES

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(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 break down sheets shall form part of the negotiated contract.

1.2 The Procuring Agency is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The Procuring Agency 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:

$$\text{Leave cost as percentage of salary}^1 = \frac{\text{total days leave} \times 100}{[365 - w - ph - v - s]}$$

<sup>1</sup> 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 Procuring Agency is not charged for the leave taken.

**(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, non-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 Procuring Agency 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 or 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.

## **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, computer 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. Procuring Agency Guarantee**

- 3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a Procuring Agency 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.

## Sample Form

Consulting Firm:  
Assignment:

Country:

Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

\_\_\_\_\_  
*[Name of Consulting Firm]*

\_\_\_\_\_  
Signature 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 <sup>1</sup> Charges	Overhead <sup>1</sup>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour
Home Office									
Field									

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



## **Section - 5**

### **Terms of Reference**

## **TECHNO-ECONOMIC FEASIBILITY STUDY FOR ESTABLISHMENT OF INTEGRATED SOLID WASTE MANAGEMENT IN HYDERABAD AND QASIMABAD**

including Waste Characterization Study (Qualitative & Quantitative Analysis), Preparation of Preliminary Design, Cost Estimation, PC-I Document, Tender Documents etc.

### **Terms of Reference**

#### **1. Introduction:**

Sindh Solid Waste Management Board (SSWMB) aims to develop an Integrated System of Solid Waste Management for disposal of waste generated in the limits of Hyderabad Municipal Corporation (HMC) & Municipal Committee, Qasimabad (QMC).

The proposed scheme for **Integrated System of Solid Waste Management for disposal of waste generated in the limits of Hyderabad Municipal Corporation (HMC) & Municipal Committee, Qasimabad (QMC)** shall include house-to-house collection of Municipal Solid Waste (MSW), sweeping of lanes, streets, main roads, footpaths, central medians, grounds (excluding established play grounds) and open spaces / plots etc. by using sanitary workers, manual sweeping, mechanical sweeping machines, washing with mechanical vehicles, and collection of municipal solid waste generated in the area of Hyderabad Municipal Corporation (HMC) & Municipal Committee, Qasimabad (QMC) & their transportation to GTS and / or dumping site.

The SSWMB therefore intends to hire consultancy services of an experienced firm duly registered with PEC having PEC Service Codes '0511' & Project Profile Code '1204' to carry out the following:

- i. Baseline Survey of Solid Waste Management, Preparation of Techno-economic feasibility based estimates and idea of Integrated Solid Waste Management (ISWM), EIA/IEE studies, Preparation of PC-I, Tender Documents for appointment of the Contractor.
- ii. Implementation of ISWM Plan and its top supervision of waste handler throughout the project lifecycle.

#### **2. Objective of the Study:**

The objective of this study is to obtain an understanding of the waste generation and collection practices in Hyderabad City including Latifabad & Qasimabad Municipal areas of Hyderabad district, hereinafter referred as Project Area (PA). The study will include a baseline study which will focus on the waste generated by households, small businesses and vegetables and fruit markets in PA.

The results and recommendations of the study will serve as support to devise an Integrated Solid Waste Management (ISWM) Plan for Hyderabad City (including Latifabad) & Qasimabad Municipal areas of Hyderabad district). The study may be used for replication in other cities and towns of Sindh.

### 3. Expected Outputs:

The results of the study shall include the following nine components;

- i. Assess household waste storage methods, social and cultural habits towards waste hygiene & cleanliness, roles of household members in managing waste, segregation of waste at household level (if any)
- ii. Assess waste storage methods for residential, commercial and industrial units in all the UCs of Hyderabad Municipal Corporation and Qasimabad Municipal Committee.
- iii. Waste collection mechanism(s) and its transportation from residential, commercial and industrial units, describing services levels including coverage, type of services (whether communal, block door to door collection), collection frequency and collection fees by formal or informal sector.
- iv. Estimate the quantities and determine the composition of the waste generated in the PA.
- v. Assess existing municipal services, including the maintenance of levels of hygiene, assuring public waste containers and their maintenance, existing regulations for waste collection and disposal, etc.
- vi. The role of the informal sector, including waste pickers and scavengers as well as the recyclables dealer chain.
- vii. Assess the needs and expectations of the communities studied with regards to the waste collection services.
- viii. Techno-economic feasibility study covering all the possible alternatives for
  - a. Waste to Energy opportunities,
  - b. Material Recovery Option,
  - c. Compositing & RDF option, where feasible.
- ix. Conduct EIA/IEE studies and obtain approval from regulatory agency.
- x. Analysis under the above components are expected to deliver the following results:
  - a. What are the quantities and composition of municipal solid waste generated in each of the sectors?
  - b. Household storage containers, materials, life span, costs and sizes. Where in the house are these located? Are containers shared between various households?
    - How and when is waste disposed into these containers (directly or indirectly)?

- What are social as well as cultural habits towards waste, hygiene and cleanliness?
- What are roles of the household members in managing wastes?
- What are roles of waste pickers, scavengers and other informal sector in managing waste?
- Existing segregation of waste fractions at household level giving an indication of recyclable materials. Who segregates? What materials are segregated, with what quantity?
- Existing segregation of waste fractions at community dustbins level giving an indication of recyclable materials. Who segregates? What materials are segregated, with what quantity?
- Existing practice of garbage burning and its impact on public health and environment?
- What Human resources, equipments and other related services are involved in waste collection?
- Details of organic Material recycling including organic waste generated from different sources. This data can be obtained by waste generation data and waste composition data, direct use of organic waste, existing composting activities on household, neighborhood or city scale and amounts of wastes processed (if any), processing systems and resulting quality of compost existing users, their location (distance), amounts used/bought, their perceptions and knowledge of compost use and their requirements to compost quality and price.
- Non-organic material recycling weather newspapers, cardboard, plastics and metals are collected from door to door with different types of equipment or vehicles such as three wheelers, bicycles, and are then sold on to neighborhood 'junk' shops. By whom these materials are recovered from the refuse, whether at the collection point, during collection or transport? What types of primary industries are present and what are their demands along with their rates? Analysis of available market chain for both organic and inorganic waste.
- What Municipal services are available and how efficient they are performing?
- What are the estimates of people willingness to pay for a specific solid waste management services?
- What gaps are there in the targeted locations regarding public knowledge regarding Municipal solid waste management (MSWM) services and the alternate perspectives in the particular geographical locations?
- Public Health impacts of current MSWM practices, including breeding of disease transmitting vectors (e.g. fly)?
- Identifying the mismatching of what service is being provided and what does people want and what model suits the best?

- The consultant needs to work close consultation with the focal point from SSWMB and may focus on, but not be limited to, addressing the above questions that support the requirements the baseline study.

#### 4. Detailed Scope of Work:

- Literature / Desktop Review. Review all existing reports and plans on solid waste management, which have been conducted for the PA, Karachi and surrounding cities and towns, if any during the past decade. Review land use plans for each of the zone, as well as reports dealing with socio-economic conditions and urban infrastructure.
- Population Projections. Develop population projections over the next two decades for PA. Develop a map of PA which delineates zones of low density, medium density, and high density residential development, as well as areas of mixed residential and commercial/industrial development.
- The consultant can define different methodologies for the specific target audience. For instance, a deductive analysis through the use of a structured multiple-choice questionnaire may be used for each target audience with a purposive sampling in each zone.
- Waste Characterization. Waste composition data is useful primarily for determination of whether materials recovery, composting, or waste-to-energy techniques might be economic disposal options. To this end, a limited amount of waste sampling and composition analysis is to be performed in representative zones/income groups. In each zone selected for waste sampling, the samples for composition analysis would be taken from two representative truck loads in three types of neighborhoods: high income, low density residential; low income, high density residential; and central city mixed residential and commercial/industrial. The composition (in terms of percentage by wet weight) shall be reported in terms of the following components: vegetable/putrescible matter, paper, cardboard, plastic film, durable plastic, ferrous metal, other metal, glass, ceramics, bone, rubber, textile, yard waste and miscellaneous fines. Workers conducting the composition studies shall be equipped with protective clothing, puncture-proof gloves, and dust masks. Representative samples are also to be taken for laboratory analysis of moisture content (percent weight loss after oven drying) and lower calorific value (i.e., wet, as received, in kcal/kg).
- Quantification of Waste. Conduct field reconnaissance surveys in each zone of PA, within representative neighborhoods of low-income, medium-income, and high-income residents, as well as in neighborhoods of mixed residential and commercial/industrial



development. Observe and make field notes as to the size of containers and quantity of wastes being discharged from each type of residential and commercial establishment within each type of neighborhood. Take photos for documentation and office analysis. From representative neighborhoods, conduct a program of weighing truck loads. This involves weighing trucks full and empty, to get the exact load weight, on days of peak and non-peak waste generation (i.e., Monday and Tuesday may be peak waste generation days after weekend activities) and during seasons of peak and non-peak waste generation (i.e., peak waste generation may occur after the rainy season when fruits and vegetables are plentiful and yard waste generation is high). If the study's time frame does not allow weighing during peak and non-peak seasons, records from each zone of waste loads discharged at the disposal sites shall be evaluated to estimate the potential peak day variance and seasonal variance. If records of reliable quality do not exist, an exercise to count trucks and estimate volumes arriving at official disposal sites shall be conducted over a 07 day period.

- vi. Bulk Density. Waste density measurements provide the means for determining the economic viability of employing compaction mechanisms on refuse collection trucks. To this end, conduct a program of weighing refuse containers, open refuse trucks, and compaction refuse trucks. Weigh representative household containers, communal containers, loads in open trucks (i.e., open tipper, closed side loading tipper), and loads in compaction trucks. Estimate the percentage to which each container is full, measure its actual volume to contain waste, and calculate the density of the waste. This weighing program shall be done in representative high-income, medium-income, low-income, and mixed commercial / residential neighborhoods within representative zone.
- vii. Waste Characterization / Quantification and its Projections. Based on projected population and economic growth estimates for each of the zone, project how waste generation and character would be likely to change over time. Include in the projection a scenario for recycling levels to be maintained at current levels and a scenario based on achievement of optimum recycling levels by the end of two decades.
- viii. Public Participation. Survey residents in representative neighborhoods of each of the zone regarding their patterns of behavior in waste storage and discharge, as well as their preferences and concerns. Discuss issues such as: where do they store their waste prior to collection, how long could they store their waste on-site, do adults or children have responsibility to put the waste out for collection, do they invest in permanent waste receptacles with covers, can they leave such receptacles on the curbside without concern about theft, would they be willing to walk to a communal receptacle for waste collection, do they believe they are conscientious about keeping their neighborhood clean,

do they believe their neighbors are conscientious about keeping their neighborhood clean, do they believe that public education is needed, do they believe that more vigilance and enforcement of existing laws are needed, and what type of solid waste service would they prefer. Further discuss with residents their willingness to pay for solid waste collection service of different types (door-to-door, communal container, scheduled block) and how much they could afford relative to their available household income.

- ix. Equipment Inventory. Examine collection and disposal equipment in each of the zone covered in the plan. Make a complete list all refuse collection vehicles and landfill equipment units owned by authority, type, volume, and purchase date. For each item of vehicle and equipment, designate whether it is one of the following: owned and regularly operable; owned and not operable, but refurbishable; units which should be sold as scrap. For each item, which is regularly operable, estimate the downtime, which it is experiencing and its remaining economic life. For each item, which is owned and not operable, designate whether it economically could be refurbished, whether it is useful only for spares or whether it should be scrapped. This data typically is readily available from the workshop supervisor based on his/her best professional judgment. While the list can initially be developed by junior staff, an experienced engineer on the consultant's team shall visit the workshop to verify the results.
- x. Facility Inventory. Examine and describe all facilities for equipment repair/maintenance and waste disposal. Make an inventory of tools, supplies, and facilities available. Estimate the size of each site (i.e., in acres) and list the basic infrastructure available (i.e., sanitation facilities, water supply, electricity, drainage, sewerage). Describe the age of the facility and, in the case of disposal facilities, estimate the remaining life. Provide a professional opinion of the appropriateness, physical condition, accessibility, capacity, and environmental acceptability of each facility. All the above aspects will be covered under an IEE.
- xi. Collection Service Level Assessment. Perform time and motion analysis of representative refuse collection vehicles, from high-income, low-income, and mixed commercial/residential neighborhoods in representative zones. Include time and motion data for the following: check in time; start up time; travel time to first route; overall collection time on the route; stop-to-stop times; loading times; time spent on recycling, breaks, and collection of tips; travel time to disposal site; time spent on selling recyclables; queuing time at disposal site; disposal unloading time; travel time to second route, etc. Compare the time and motion data obtained with information obtained from field supervisors and solid waste managers regarding typical vehicle and crew productivities. Compare the time and motion data obtained with



information obtained from checking records of delivered loads at the disposal sites. Assess the disposal site records to determine the variance in time and motion between the wet and dry seasons. Based on the above time and motion data and the data obtained on truck load weights, determine the typical vehicle and worker productivities (i.e., tons/day per vehicle and per worker) currently being achieved for each type of vehicle and each type of neighborhood existing in the representative zone. Further determine, based on the available operable fleet and the estimated quantity of waste being generated in each zone, the percentage of the waste being collected.

- xii. Collection Costing Analysis. For alternative collection techniques analyze total owning, operating and maintenance costs and costs/ ton. Based on the appropriateness of each collection technique for conditions of access and community behavior in various types of neighborhoods, recommend which collection technique would provide the most cost-effective collection service for each type of neighborhood. Consider issues of skill levels required for operation and maintenance, availability of spare parts, flexibility of application, fuel consumption, and ease of loading in considering which collection techniques would be most cost-effective. Based on the existing fleet and the overall needs as determined through this costing exercise, determine the number and types of collection vehicles needed in each zone of PA.
- xiii. Recycling Systems. In each zone, survey formal and informal sector purchasing secondary materials (i.e., recyclables such as paper, plastic, textile, metal, and glass waste materials). Determine how much waste is being recovered for recycling back to industry. Determine the sources providing recyclables to the agents, including refuse collection crews, itinerant waste pickers buying from residents, and waste pickers working at the disposal sites. Meet with representative industrial users for recyclables. Discuss their buying specifications and their buying network of agents. Determine whether the market demand exists or could be readily developed for increasing the level of recycling. Discuss what incentives might enhance recycling and increase demand. Recommend initiatives, which could be implemented as pilot projects to enhance recycling.
- xiv. Transfer and Disposal Systems. Examine which of the existing disposal site(s) are in environmentally acceptable locations (e.g., with respect to groundwater and surface water conditions) and whether these sites are amenable to continued use or expansion. Also examine the sites where new disposal facilities have already been proposed and significant progress has already been made toward design and/or development. For each zone conduct a detailed survey to study the viability of multiple disposal sites studying the surrounding environs for potentially suitable sites with adequate capacity and daily soil cover available to provide sanitary landfill for 20 years. Compare the

existing, proposed, and potential disposal sites for their strategic location compared to waste generation areas, accessibility by major arterial roads, availability of daily soil cover, cost of land acquisition, cost of human settlement, cost of site preparation, and environmental acceptability. Provide a strategic plan which shows the recommended areas where sanitary landfills and transfer stations would ideally be located.

- xv. Resource Recovery Systems. Sanitary landfill is required as a means of safe disposal of untreated solid waste or resource recovery residuals (i.e., composting rejects, construction/demolition debris, ash), even if all or a portion of the solid waste stream is subjected to resource recovery processing. Based on the composition and character of the solid wastes within PA, determine whether composting or waste-to-energy systems of resource recovery are technically viable. Incineration and waste-to-energy are highly unlikely to be technically viable in developing countries, because the waste composition is not high enough in combustibles (paper, plastic, textile, bone) to have a calorific value enabling self-sustaining combustion. The minimum level for self-sustaining combustion is 1300 kcal/kg lower heating value and most developing countries have levels below 1100 kcal/kg. If composting or waste-to-energy are technically viable, determine whether the existing or probable market for the recovered resources (i.e., compost, steam, and heat), would be willing and able to cover the cost difference between resource recovery and sanitary landfill of the total solid waste stream. Provide a strategic plan which shows the size and location of recommended resource recovery facilities.
- xvi. Existing Budgets and Financial Resources. Provide a review of the existing budget for all local government activities within each zone. Provide a breakdown of the sources of revenues collected locally through taxes, penalties, license fees, etc., as well as revenues provided through subventions from state and central government. Outline the existing budget for solid waste management, include a breakdown of costs for regular salaries, overtime salaries, personnel benefits, administrative overhead, supplies, spare parts for vehicles, consumables for vehicles, contracts, vehicle and equipment purchase, debt service, insurance, registration, civil works of collection points, etc. Discuss whether any user charges, tipping fees, license fees, or sanctions exist within the solid waste management system. Conduct a demand assessment and willingness to pay survey in neighborhoods of various incomes within representative zones of PA. The survey shall query households, commercial establishments, and industries for the amount they would be willing to pay for each of the range of technologies for collection and recycling which might be viable to serve them (i.e., communal collection containers - short distance, communal collection - long distance, door-to-door curbside service, backyard

collection, separate collection of recyclables, collection where bins or backs are provided by the collector). They shall also be questioned regarding the method of collection they prefer and which problems they consider most significant with regard to collection services. For each household, commercial establishment, and industrial category, determines their ability to pay as a function of their gross and net revenues, as well as basic expenditures. Based on the above, develop recommendations for how to recover costs for collection, recycling, transfer, disposal, and resource recovery activities; either through one cost recovery mechanism for all of the activities or through separate ones for each activity. Develop a tariff structure for each cost recovery mechanism, allowing for charges to be based on costs as well as willingness and ability to pay of each type of waste generator. Take into consideration the need for equitable cross-subsidies. Provide recommendations on the phased implementation of the tariff structure for each cost recovery mechanism.

- xvii. Findings, Conclusions and Recommendations. Analyze the above information from Tasks 1 to 15, and summarize findings and conclusions. Recommend plans for improvement of collection, recycling, transport, and disposal; include cost analysis of alternatives which were considered as part of the study. The plans and costs should be adequate to ensure sustainability of the project in long term. The plans and costs should take into consideration utilization of potential sites for facilities which are likely to be available, even though it is anticipated that these solid waste management plans would be followed by IEE/EIA studies. Provide an analysis for how the implementation of the recommended plans would affect recurrent expenditures, including debt service and fleet renewal over the first 10 years following implementation.

## **5. Reports:**

The consultants are expected to produce the following reports during the course of the study:

- i. Inception Report: Within two weeks, the consultants shall produce an inception report outlining initial observations, apparent availability of data, and detailed work program for the two components of the study. The work program shall describe the survey, sampling, and laboratory analytical protocols to be used in data collection. The work program shall include a detailed schedule for all work, including field work in each of the PA's Zone. The inception report shall also report on the fulfillment of the study conditions, as outlined above.
- ii. First Interim Report: Within three weeks, the consultants shall produce an interim report outlining (i) background information and

data generated in each of the zone (ii) issues and needs in each of the zone, (iii) collection, transport, recycling, and disposal alternatives which appear to be appropriate for analysis; and (iv) findings from the legal, regulatory, and organization review.

- iii. Second Interim Report: Within six weeks, the consultants shall produce a second interim report outlining (i) analysis of collection, transport, recycling, and disposal alternatives; and (ii) analysis of legal, regulatory, and organization findings.
- iv. Final Draft Report: Within seven weeks, the consultants shall produce a draft final report including (i) final presentation of all background information, data, and findings; (ii) analysis of issues and needs; (iii) plans to improve solid waste collection, transport, recycling, and disposal; (iv) recommendations to improve the legal, regulatory, and organization framework for solid waste management at the central, regional and local government levels; and (v) recommended actions for potential investment programs.
- v. Final Report: Within two weeks from receipt of comments from agency reviewers, the consultants shall produce a final report addressing review comments.

#### **vi. Accountability, work plan and timelines:**

The consultant will be expected to identify key stakeholders to be visited and to also submit a detailed field visit schedule prior to undertaking the study. It is also expected to prepare a work plan to define how the study will be conducted providing elaboration, if required, to the terms of references.

The work plan includes;

- Approach adopted to conduct the study
- Baseline study methodology
- Information Collection and analysis
- Reporting
- Work Schedule

**Note:** 6 Copies of each report along with 2 soft copies shall be submitted by the Consulting firms.



**- Key Personnel Qualification & Experience:**

**The Consultancy firm shall provide Minimum of the following key professionals dedicated for the project:**

S. No.	Position	Nos.	Months	Total MMs
1.	Project Manager / Team Leader PhD in Engineering / Masters in Environmental Engineering/ Science With 07/10 years related experience	1	2	2
2.	Senior Design Engineer Masters in Engineering / BE (Civil) Engineering with 07/10 years related experience	1	2	2
3.	Mechanical Design Engineer Masters in Mechanical Engineering / Bachelors in Engineering (Mechanical) with 07/10 years of experience	1	1	1
4.	Public Health Specialist M.B.B.S. with Post Graduation in Public Health & / or Health Management with minimum 07 years' experience in the field of health	1	1	1
5.	Electrical Design Engineer Masters in Electrical Engineering / Bachelors in Engineering (Electrical) With 07/10 years of experience	1	1	1
6.	Sociologist / Economist Master's / Bachelors Degree, 07 /10 years experience	1	1	1
7.	Chief Sanitary Inspector (Qualified Sanitary Inspector)	1	1.5	1.5
8.	Quantities Engineer Bachelors in Engineering with 7 years of experience	1	2	2
9.	Preliminary Design Engineers	2	2	4
10.	Enumerators	4	1.5	06
11.	Chief Surveyor	1	1.5	1.5
12.	Quantity Surveyors	2	1	2
13.	CAD Operators	1	2	2
14.	Computer Operators	2	2	4



## **SCHEDULE OF DELIVERABLES AND MODE OF PAYMENTS**

Sr.	Description	Pay-ments (in %)	Proposed / Tentative Time- lines after the signing of the contract	No. of Copies
1.	Submission of request for mobi- lization advance and required guarantee			HARD COPY:06 SOFT COPY: 02 of all Reports
2.	Inception Report based on Sur- veys, Investigations, Data Collec- tion in the field & Analysis of Da- ta of waste generated by house- holds, small businesses and veg- etable & fruit markets.	15	02 weeks from commencement date	
3.	Submission of Concept Design Report	15	03 weeks from commencement date	
4.	Submission of Preliminary Engineering Design Report and Rough Cost Estimate	25	04 weeks from commencement date	
5.	Review of Preliminary Engineer- ing Design Report by SSWMB	25	Within 02 weeks of submission	
6.	Submission of Feasibility Report and PC-I and Tender documents	20	Within 08 weeks of commencement date	

Note: Consulting Firm shall be responsible for preparation of Draft PC-I and revised and / or modified PC-I, if required (till final approval by the competent forum).



## **General Conditions of Contract**

### **1. General Provisions**

#### **1.1 Definitions**

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

- (a) "Applicable Law" means the Sindh Public Procurement Act, there under Rules 2010 amended 2013.
- (b) "Procuring Agency PA" means the implementing department, which signs the contract.
- (c) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, non-governmental organizations, and individuals.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents as listed in Clause 1, that is General Conditions and Special Conditions and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services of the consultant, in accordance with Clause 6.
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of PA's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of Sindh.
- (j) "Local Currency" means Pak Rupees.
- (k) "Member" means any of the entities that make up the joint venture/ association, and "Members" means all these entities.
- (l) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.

- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

**1.2 Law Governing Contract**

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

**1.3 Language**

The Contract shall be executed in language specified in 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 specified in special condition of the contract and, where the location of particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Procuring Agency may approve.

**1.6 Authority of Member in Charge**

In case the Consultant consists of a joint venture of more than one individual firms, the Member hereby authorize an 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 Procuring Agency.

**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 Procuring Agency 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 Laws as specified in SC, the amount of which is deemed to have been included in the Contract Price.

#### **1.9 Fraud and Corruption**

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

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

#### **B. Integrity Pact**

If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Section 6, Annex -A, Appendix-G to this Form of Contract, then the Client shall be entitled to:

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

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

## COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date, as may be stated in 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 modifications and variations of the scope of Services, may only be made by written agreement between the Parties. However, each party shall give due consideration to any proposals for modifications or variations made by the other party.
- 2.5 Force Majeure** The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## **2.6 Termination**

### **2.6.1 Termination by the Procuring Agency**

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

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

### **2.6.2 Termination by the Consultant**

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

- A If the Procuring Agency fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
- B Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- C If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- D If the Procuring Agency fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.



### **2.6.3 Payment upon Termination**

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

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

## **2. 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 Procuring Agency, and shall at all times support and safeguard the Procuring Agency's legitimate interests in any dealings with Sub-Consultants or third Parties.

#### **3.2 Conflict of Interests**

The Consultant shall hold the Procuring Agency'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 Procuring Agency, 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 Procuring Agency, 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 Procuring Agency's prior approval in writing before taking any of the following actions:
- a entering into a subcontract for the performance of any part of the Services
  - b appointing such members of the Personnel not listed by name in the Appendix-C and
  - c any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- a The Consultant shall submit to the PA the reports and documents specified in (PA may interest Appendix) hereto, in the form, in the numbers and within the time period set for in the said Appendix.
  - b Final reports shall be delivered in CD ROM and USB in addition to the hard copies specified in the said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the PA**
- a All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
  - b The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.



### **3.8 Accounting, Inspection and Auditing**

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

**3.8.2** The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 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.).

## **3. CONSULTANT'S PERSONNEL**

### **4.1 Description of Personnel**

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out 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 Procuring Agency.

### **4.2 Removal and/or Replacement of Personnel**

- a Except as the Procuring Agency may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- b If the Procuring Agency 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 Procuring Agency's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Agency.

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

## **5. OBLIGATIONS OF THE PA**

- 5.1 Assistance and Exemptions** The Procuring Agency shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions if 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 payable by 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 Procuring Agency 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** 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 to be 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.

## **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.

## Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010
1.3	The language is English.
1.4	<p>The addresses are:</p> <p>Procuring Agency:</p> <p><u>Sindh Solid Waste Management Board,</u>  <u>Bungalow No. 13 Al-Hamra Housing Society, Shaheed-e- Millat Road, Karachi</u>  <u>Attention: Managing Director, SSWMB</u>  <u>Telephone: +92 21 9933 3704 - 06</u>  <u>Facsimile: +92 21 9933 3707</u>  <u>E-mail: info@sswmb.gos.pk</u></p> <p>Consultant: _____          Attention: _____          Facsimile: _____          Telephone: _____          E-mail: _____</p>
1.5	The location is province of Sindh (Hyderabad District).
1.6	The member in charge is _____
1.7	<p>The Authorized Representatives are:</p> <p>For the Procuring Agency: Managing Director, SSWMB</p> <p>For the Consultant: _____</p>
1.8	The Procuring Agency will deduct all applicable taxes at source without reimbursement.
2.1	The Effectiveness date is <u>(Date of Award of Contract)</u>
2.2	The date of commencement of services is <u>(As per Award of Contract)</u>
2.3	The time period shall be <u>(As per Award of Contract)</u>
3.4	<p>The risks and the coverage shall be as follows:</p> <p>NONE BY THE PROCURING AGENCY</p>

3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Procuring Agency.
5.1	<i>Not Applicable</i>
6.1	Performance security equal to 5% in form of pay order, demand draft or bank guarantee shall be submitted by the vendor.
6.3	The Contract price is: As per lowest evaluated bid and mentioned in the letter of <u>Award of Contract</u>
6.5	<b>The payment schedule:</b>  <i>(Payment of installments shall be linked to the deliverables specified in the Terms of Reference – as per agreement)</i>
8.2	Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.

**SECTION – 6**  
**STANDARD FORMS OF CONTRACT**

## (INTEGRITY PACT)

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Contract Value: \_\_\_\_\_  
 Contract Title: \_\_\_\_\_

..... [name of 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 GoS through any corrupt business practice.

Without limiting the generality of the foregoing, [name of 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 GoS, except that which has been expressly declared pursuant hereto.

[name of 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 GoS and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of 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 rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

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

Name of Procuring Agency: ..... Name of Consultant: .....

Signature: .....  
 [Seal]

Signature: .....  
 [Seal]