

**OFFICE OF THE
PROJECT DIRECTOR**
REHABILITATION OF NON-FUNCTIONAL WATER SUPPLY AND DRAINAGE SCHEMES

REQUEST FOR PROPOSAL

HIRING OF CONSULTANCY SERVICES FOR DETAILED DESIGNING (NEED VERIFICATION), AND DETAILED CONSTRUCTION SUPERVISION OF PROJECT "REHABILITATION OF NON FUNCTIONAL WATER SUPPLY & DRAINAGE SCHEMES"

The project Director, Rehabilitation of Non-functional Water Supply and Drainage Schemes (Revised), Public Health Engineering Department, Government of Sindh, Karachi is hiring a services of consultancy firm for the approved Project/Scheme cited above with scope, estimated cost and duration of project are as under:-

Scope: DETAILED DESIGNING NEED VERIFICATION, PREPARATION OF ENGINEERING ESTIMATES AND TENDER/BIDDING DOCUMENTS AT UNION COUNCIL/TALUKA/DISTRICT LEVELS AND DETAILED CONSTRUCTION SUPERVISION OF PROJECT "REHABILITATION OF NON FUNCTIONAL WATER SUPPLY AND DRAINAGE SCHEMES IN SINDH"

Estimated Cost: Rs.4157.202 Million

Project Period: Three Years

Eligibility:

- A firm shall have the legal registration under the law
- Valid registration with Pakistan Engineering Council, Federal Board of Revenue, Sales Tax, Income Tax and Sindh Revenue Board
- Having an average financial turnover of PKR 20.00 million in last 3 years
- Having adequate experience and financial capability mentioned and RFP documents.

<i>Issuing of tender documents</i>	<i>Schedule of Submission for proposals</i>	<i>Schedule of Opening for Technical proposals</i>	<i>Tender Fee</i>	<i>Bid Security</i>	<i>Method</i>
From the first date of publication up to (4.00PM) 13.04.2017	14.04.2017 at 2.00 pm	14.04.2017 at 2.30 pm	Rs.2000/= (Non Refundable)	2%	Quality & Cost Based Selection Method


Terms and Conditions

1. The interested consulting firms can obtain the Request for proposal documents from the office of the undersigned at Rs.2000/= (non-refundable fee) in the shape of Pay Order/D.D in favor of the Project Director, Rehabilitation of Water Supply and Drainage Schemes

OFFICE OF THE
PROJECT DIRECTOR
REHABILITATION OF NON-FUNCTIONAL WATER SUPPLY AND DRAINAGE SCHEMES

(Revised) Public Health Engineering Department, Government of Sindh, Karachi, or can download from the SPPRA website www.sindhppra.gov.pk.

2. The interested firms shall provide following documents/information:
 - Name, address, telephone/fax numbers and e-mail address of firm.
 - Ownership and Organizational Structure of the firm.
 - Year of Establishment.
 - Valid registration with Pakistan Engineering Council.
 - Valid Registration Federal Board of Revenue, Income Tax, Sales Tax and Sindh revenue Board.
 - An affidavit that the firm has neither been blacklisted from Government/Local Agency/International Agency/Autonomous bodies/semi Autonomous bodies etc. nor indulged in corrupt, fraudulent or collusive practice for procuring contracts.
3. Evaluation criteria alongwith other terms and conditions are mentioned in RFP documents
4. Interested consultants may obtain further information from office of the undersigned during official working hours.
5. The firm(s) may also associate other experts and consultants, make Consortium/Joint Ventures to enhance their qualifications and expertise.
6. The qualified consultant may engage for additional assignments in the department upon satisfactory performance as when required.
7. Procuring Agency may reject all or any bid subject to the relevant provisions of Sindh Public Procurement Rules 2010 (Amended 2017).


PROJECT DIRECTOR
REHABILITATION OF NON-FUNCTIONAL
WATER SUPPLY & DRAINAGE SCHEMES IN SINDH
PUBLIC HEALTH ENGINEERING DEPARTMENT
GOVERNMENT OF SINDH

Address: *Project Director, Rehabilitation of Non-functional Water Supply and Drainage Schemes, Deputy Commissioner Office Building Sir Shah Suleman Road Gulshan-e-Iqbal in front of Mashriq Centre, Cell: 021.99231945-99231901*



GOVERNMENT OF SINDH
PUBLIC HEALTH ENGINEERING &
RURAL DEVELOPMENT DEPARTMENT

Karachi dated the, 08th February, 2017

NOTIFICATION

No.SO(T)/PHE/SPP-RULES/2010: In exercise of the powers conferred by Rule-67 of SPP Rules-2010, a consultants selection committee is hereby constituted for the project, "Rehabilitation of Non-functional Water Supply and Drainage Schemes in Sindh", as under:

- | | | |
|------|--|------------------|
| i. | Project Director, Rehabilitation of Non-functional Water Supply & Drainage Schemes | Chairman |
| ii. | Project Engineer, Rehabilitation of Non-functional Water Supply & Drainage Schemes | Member/Secretary |
| iii. | Representative of P&D Department not below rank of BS-18 | Member |
| iv. | Representative of Finance Department not below rank of BS-18 | Member |
| v. | Deputy Secretary (PHE), PHE & RD dept: | Member |


Functions and responsibilities:

1. Approval of request of proposal before issuance,
2. Short listing of consultants, responding to the request for expression of interest, where applicable, in accordance with the criteria mentioned in Request for expression of interest;
3. Evaluation of technical and financial proposals according to selection method and evaluation criteria mentioned in the request for proposal,
4. Finalization of recommendation based on evaluation as mentioned above.

(TAMEEZUDDIN KHERO)
Secretary

Cc:

- The Additional Chief Secretary (Dev) P&D Dept with the request to kindly nominate representative.
- The Secretary Finance Dept. GoS with the request to kindly nominate representative
- Chief Engineer, PHED, Hyderabad/Sukkur.
- The Managing Director, SPPRA, Karachi.
- The Accountant General, Sindh, Karachi.
- The PS to Secretary, PHE & RDD, Govt. of Sindh, Karachi.


(MUHAMMAD BUK JARWAR)
Section Officer (Technical)



GOVERNMENT OF SINDH
PUBLIC HEALTH ENGINEERING &
RURAL DEVELOPMENT DEPARTMENT

Karachi dated the, 08th February, 2017

NOTIFICATION

No.SO(T)/PHE/SPP-RULES/2010: In exercise of the powers conferred by Rule-7 of SPP Rules-2010, procurement committee is hereby constituted for the project, "Rehabilitation of Non-functional Water Supply and Drainage Schemes in Sindh", as under:

- | | |
|--|----------|
| 1. Project Engineer,
Rehabilitation of Non-functional
Water Supply & Drainage Schemes
in Sindh | CHAIRMAN |
| 2. Assistant Project Engineer
Rehabilitation of Non-functional
Water Supply & Drainage Schemes
in Sindh | MEMBER |
| 3. Nominee of Local Govt.Department,
Government of Sindh | MEMBER |

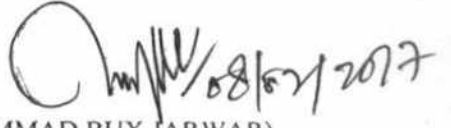
Terms of reference/functions of the committee:

5. Preparing bidding documents,
6. Carrying out technical as well as financial evaluation of the bids,
7. Preparing evaluation report as provided in Rule-45,
8. Making recommendations for the award of contract to the competent authority, &
9. Perform any other function ancillary and incidental to the above.

(TAMEEZUDDIN KHERO)
Secretary

Cc:

- The Secretary Local Govt. Department, Karachi
- The Chief Engineer, PHED, Hyderabad/Sukkur.
- The Managing Director, SPPRA, Karachi.
- The Accountant General, Sindh, Karachi.
- The PS to Secretary, PHE & RDD, Govt. of Sindh, Karachi.


(MUHAMMAD BUX JARWAR)
Section Officer (Technical)



GOVERNMENT OF SINDH
PUBLIC HEALTH ENGINEERING &
RURAL DEVELOPMENT DEPARTMENT

Karachi dated the, 08th February, 2017

NOTIFICATION

No.SO(T)/PHE/SPP-RULES/2010: In exercise of the powers conferred by Rule-31 of SPP Rules-2010, a complaint redressal committee is hereby constituted for the project, "Rehabilitation of Non-functional Water Supply and Drainage Schemes in Sindh", as under:

- | | | |
|------|--|----------|
| i. | Project Director, Rehabilitation of Non-functional Water Supply & Drainage Schemes | Chairman |
| iii. | Representative of A.G Sindh | Member |
| iv. | Independent Professional Expert to be nominated by PHED | Member |

The committee shall act in accordance with SPP Rules-2010.

(TAMEEZUDDIN KHERO)
Secretary

Cc:

- The Chief Engineer, PHED, Hyderabad/Sukkur.
- The Managing Director, SPPRA, Karachi.
- The Accountant General, Sindh, Karachi.
- The PS to Secretary, PHE & RDD, Govt. of Sindh, Karachi.

(MUHAMMAD BUX JARWAR)
Section Officer (Technical)

ACTIVITY WISE IMPLEMENTATION PLAN / BAR DIAGRAM



ALLOCATION 460 MILLION



ALLOCATION 400 MILLION



ALLOCATION 1795.528 MILLION



ALLOCATION 1400.00 MILLION

GOVERNMENT OF SINDH
PUBLIC HEALTH ENGINEERING DEPARTMENT



BIDDING DOCUMENT

FOR

REHABILITATION OF NON-FUNCTIONAL WATER SUPPLY AND
DRAINAGE SCHEMES IN SINDH

Issued to.-

Date of Issue.-

Pay Order/CD No. & Date.-

Amount Rs.

Project Director
Rehabilitation of Non-Functional
Water Supply and Drainage Schemes
in Sindh

SPPRA REQUEST FOR PROPOSALS DOCUMENT

**SELECTION OF CONSULTANT FOR NEED
VERIFICATION, SITE SPECIFIC SCHEME DESIGN (CIVIL,
MECHANICAL & ELECTRICAL & UTILITIES) INCLUDING
(CALCULATION SHEETS), PREPARATION OF PC-1 &
DISTRICT/ TALUKA WISE PACKAGES, ENGINEERING
ESTIMATES & TENDER/BIDDING DOCUMENTS, PROJECT
MANAGEMENT & DETAILED CONSTRUCTION
MANAGEMENT FOR REHABILITATION OF NON
FUNCTIONAL WATER SUPPLY & DRAINAGE SCHEMES**



Sindh Public Procurement Regulatory Authority

13th February 2017

**Project Director - Rehabilitation of Non
Functional Water Supply & Drainage
Schemes**

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Section 1. Letter of Invitation

Letter of Invitation

No. PHED/PD/RWSS/CONSULTANT/RFP-I/PRO 2016-17;

Karachi dated: Feb 15, 2017

To,

- 1.
- 2.

Dear Mr. / Ms.:

1. The Project Management and Implementation Unit, for Rehabilitation of Non Functional Water Supply & Drainage Schemes, Public Health Engineering Department, Government of Sindh (hereinafter called "Procuring Agency ") now invites proposals to provide the following consulting services: For Need Verification, Site Specific Scheme Design (Civil, Mechanical & Electrical & Utilities) Including (Calculation Sheets), Preparation of Taluka Wise Packages, Engineering Estimates & Tender/Bidding Documents, Project Management & Detailed Construction Management for Rehabilitation of Non Functional Water Supply & Drainage Schemes. More details on the services are provided in the Terms of Reference.
2. It is not permissible to transfer this invitation to any other firm.
3. A firm will be selected under QCBS with LUMPSUMP contract and procedures described in this RFP, in accordance with the method of selection is QCBS as per SPP rules 2010 and procedures stated in the RFP.
4. The services are required for one year and expected to be extended for further period based on the satisfactory performance of the consultants. The consultant will cover the entire Sindh Province, which is administratively divided in 06 regions and 29 Districts.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract

Documents dully filled with required certificates are to be delivered on the following address

Project Director - Rehabilitation of Non Functional Water Supply & Drainage Schemes

Dead line of submission: March 07 , 2017 on or before 02:30 PM

Date and Time of Opening of Technical Proposal: March 07 , 2017, at 03:00 PM (In case of any holiday the RFP will be collected and opened on the next working day).

Yours sincerely,

**Project Director- Rehabilitation of Non Functional Water Supply & Drainage Schemes
Public Health Engineering Department**

Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

- (a) "Procuring Agency (PA)" means the department with which the selected Consultant signs the Contract for the Services.
- (b) "Consultant" means a professional who can study, design, organize, evaluate and manage projects or assess, evaluate and provide specialist advice or give technical assistance for making or drafting policies, institutional reforms and includes private entities, consulting firms, legal advisors, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, international and multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations, and individuals
- (c) "Contract" means an agreement enforceable by law and includes General and Special Conditions of the contract.
- (d) "Data Sheet" means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
- (e) "Day" means calendar day including holiday.
- (f) "Government" means the Government of Sindh.
- (g) "Instructions to Consultants" (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
- (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 Consultants.
- (k) "Sub-Consultant" means any person or entity to whom 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) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
- 2.3 Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency's representative named in the Data Sheet for gaining better insight into the assignment.
- 2.4 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Procuring Agency reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultants.
- 2.5 Procuring Agency may provide facilities and inputs as specified in Data Sheet.

3. Conflict of Interest

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

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

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

Conflicting Relationships

- 3.2 Government officials and civil servants may be hired as consultants only if:
- (i) They are on leave of absence without pay;
 - (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
 - (iii) Their employment would not give rise to any conflict of interest.

4. Fraud and Corruption

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

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

Under Rule 35 of SPPR2010, "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such

barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard”.

5. Integrity Pact

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

6. Eligible Consultants

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

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

7. Eligibility of Sub-Consultants

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

8. Only one Proposal

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

9. Proposal Validity

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

10. Clarification and Amendment in RFP Documents

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

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

11. Preparation of Proposals

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

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

12. Language

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

13. Technical Proposal Format and Content

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

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

the assignment to, national consultants.

- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.
- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.

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

- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (v) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
- (vi) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information.

Section 2. Information to Consultants - Data Sheet

14. Financial Proposals

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

15. Taxes

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

16. Submission, Receipt, and Opening of Proposals

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

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

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet)

shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

17. Proposal Evaluation

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

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

18. Evaluation of Technical Proposals

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

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

**Public Opening and Evaluation of Financial Proposals:
(QCBS Methods Only)**

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum

qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

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

19. Evaluation of Financial Proposals

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

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

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

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

- ▼ **20. Negotiations** 20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.
- 21. Technical negotiations** 21.1 Technical Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The PA and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as "Description of Services". Minutes of negotiations, which will be signed by the PA and the Consultant, will become part of Contract Agreement.
- 22. Financial negotiations** 22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).
- 23. Availability of Professional staff/experts** 23.1 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the PA expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the PA will require assurances that the Professional staff will be actually available. The PA will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within

the period of time specified in the letter of invitation to negotiate.

24. Award of Contract

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

25. Confidentiality

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

Data Sheet

1.1	<p>Name of the Assignment is: Need Verification, Site Specific Scheme Design (Civil, Mechanical & Electrical & Utilities) Including (Calculation Sheets), Preparation of Taluka Wise Packages, Engineering Estimates & Tender/Bidding Documents, Project Management & Detailed Construction Management for Rehabilitation of Non Functional Water Supply & Drainage Schemes.</p> <p>The Name of the PA's official (s): Project Director Project Director Rehabilitation of Non Functional Water Supply & Drainage Schemes Public Health Engineering Department</p>
1.2	<p>The method of selection is: <u>QCBS</u></p> <p>The Edition of the Guidelines is: <u>SPPRA- 2010</u></p>
1.3	<p>Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (in a sealed envelope)</p>
1.4	<p>The PA will provide the following inputs and facilities:</p> <p>-</p>
1.5	<p>The Proposal submission address is: Project Director Rehabilitation of Non Functional Water Supply & Drainage Schemes Public Health Engineering Department</p> <p>Proposals must be submitted no later than the following date and time: March 07, 2017 on or before 03:00 PM</p>

1.6	Expected date for commencement of consulting services April 02 , 2017
9.1	Proposals validity : 90 days but can be extended as per SPPRA Rule 38.
10.1	Clarifications may be requested not later than <u>one week/7 days that is</u> before the March 01, 2017 , before 5:00 pm Submission date. The address for requesting clarifications is: Project Director, Rehabilitation of Non Functional Water Supply & Drainage Schemes Public Health Engineering Department Facsimile: <u>+ 92 – 21</u> E-mail: <u>akberbaluch.ab@gmail.com</u>
12	The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan.
6.1	Shortlisted Consultants may associate with other shortlisted Consultants: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
11.2	The estimated number of professional staff-months required for the assignment is: <u>The person months shall be calculated by consultants</u>
13.1	The format of the Technical Proposal to be submitted is: FTP <input checked="" type="checkbox"/> , or STP <input type="checkbox"/>
13.2(vii)	Training is a specific component of this assignment: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Where required PD may direct the consultant to hold meeting with the selected contractor and impart training session for the rehabilitation of schemes

Section 2. Information to Consultants – Data Sheet

14.1	<p>Consultants may consider the following costs while calculating their bids;</p> <ol style="list-style-type: none"> (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services; (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route; (3) cost of office accommodation, investigations and surveys; (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services; (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services; (6) cost of printing and dispatching of the reports to be produced for Consulting Services; (7) other allowances where applicable and provisional or fixed sums (if any); and (8) cost of such further items required for purposes of the Services not covered in the foregoing. <p>Note: The applicable expenditures will only be considered for this project.</p>
15.1	<p>Amounts payable by the PA to the Consultant under the contract to be subject to local taxation, stamp duty and service charges, if applicable <input checked="" type="checkbox"/> :</p>
6.3	<p>Consultants to state local cost in the national currency (in case of ICB only): Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
16.2	<p>Consultant must submit the original and <u>01</u> copy of the Technical Proposal, and the original of the Financial Proposal in a sealed envelope.</p>

Section 2. Information to Consultants – Data Sheet

13.1	<p>Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are: 100 Points</p> <p>Eligibility:</p> <ul style="list-style-type: none"> • A firm shall have the legal registration under the law • Valid registration with Pakistan Engineering Council, Federal Board of Revenue, Sales Tax, Income Tax and Sindh Revenue Board • Having an average financial turnover of PKR 20.00 million in last 3 years <p>(i) Specific experience of the consultants relevant to the assignment [25] Detailed Architectural & Engineering Design, Engineering Estimates & Tender Bidding/ Documents, Need Verification, Site specific Scheme Design (Civil, Mechanical & Electrical & Utilities) Including (Calculation Sheets), Preparation of District/ Taluka Wise Packages, Engineering Estimates & Tender/Bidding Documents, Project Management & Detailed Construction Management for Rehabilitation of Non Functional Water Supply & Drainage Schemes 05 related and infrastructure similar projects completed in last 05 years will be considered at National Level. Each project consider (05 Marks)</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>a) Technical Approach and Methodology - Detailed Methodology comprising Need Assessment . [05 Marks] , Detailed Engineering Design, Engineering Estimates / BOQs . [10 Marks] , Procurement and Project Management and Construction Supervision . [10 Marks] [Total 25 Marks]</p> <p>b) Work plan for Project [10 Marks] c) Organization and staffing [10 Marks] Total points for criterion (ii): [45 Marks]</p> <p>(iii) Key professional staff qualifications and competence for the assignment: Team Leader / Public Health Engineer Masters in Environmental Engineer, Bachelor in Civil Engineering with minimum 12 years of Relevant Experience, Foreign qualification will be an added advantage. [05 Marks]</p> <p>Project Manager - MBA / Masters in Construction Management with BE Civil with 10 years of experience of Contract / Procurement Management of such projects [05 Marks]</p> <p>Construction Manager - BE Civil with 12 years of Civil, Mechanical and Electrical works execution experience, hand on knowledge of contract management, familiar with Government Systems, Procurement Rules, able to take critical decisions and possess good communication skills. [05 Marks] Design Engineer Civil - MS Environmental Engineering with BE Civil Engineering with atleast 07 years of Design of Water Supply and Drainage Schemes [2.5 Marks] Design Engineer Mechanical - MS Environmental Engineering with BE Mechanical Engineering with atleast 07 years of Design of Water Supply and Drainage Schemes - Pumping Systems in case the incumbent is BE Mechanical 05 years of experience [2.5 Marks] Design Engineer Electrical - BE Electrical Engineering with atleast 07 years of Design of Water Supply and Drainage Schemes - Pumping Systems, Power Supply System for the schemes [2.5 Marks] Chief Resident Engineer - Masters in Construction & Project Management or MBA, Bachelors in Civil Engineering registered with PEC's, having 7 years of experience of managing construction projects including, water & sanitation schemes, ability to lead the team, In case of BE civil only 15 years of experience is desirable. [05 Marks] Resident Engineer - Bachelors in Civil Engineering registered with PEC's, having 7 years of experience of managing construction projects including, water & sanitation schemes, ability to lead the team, In case of BE civil only 10 years of experience is desirable. [2.5 Marks] Total points for criterion (iii): [30 Marks]</p> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights: General qualifications [30%] 2) Experience and Adequacy for the assignment [60%] 3) Experience in region and language [10%] consultants relevant to the assignment [30]</p> <p>Total weight: 100%</p> <p>The minimum technical score St required to pass is: 70 Points</p> <p>Remuneration Type Time Based: The single currency for price conversions is: PKR</p>
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Section 2. Information to Consultants – Data Sheet

24.2	<p>2% of the quoted prize shall be submitted along the Financial Proposal, in a separate envelop. The proposal submitted without the Bid Security prize will be deemed as non-responsive bid.</p> <p>1% performance security shall be submitted by the Consultant awarded work after the contract agreement.</p>
25.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. (Financial proposal of those firms will be opened by informing in advance who have acquired marks equal or above threshold fixed by PA and mentioned in RFP i.e. 70%)</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80 %and;</p> <p>P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
26.1	<p>Consultant undertake to sign Integrity Pakt for the procurement estimated to exceed Pak RS.25 million.</p>

Section 3. Technical Proposal - Standard Forms

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

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

Form TECH-1.	Technical Proposal Submission Form	22
Form TECH-2.	Consultant's Organization and Experience.....	23
A - Consultant's Organization		24
B - Consultant's Experience		25
Form TECH-3.	Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the PA	26
A - On the Terms of Reference		26
B - On Counterpart Staff and Facilities.....		27
Form TECH-4.	Description of Approach, Methodology and Work Plan for Performing the Assignment	28
Form TECH-5.	Team Composition and Task Assignments	29
Form TECH-6.	Curriculum Vitae (CV) for Proposed Professional Staff.....	30 to 31
Form TECH-7.	Staffing Schedule ¹	32
Form TECH-8.	Work Schedule.....	33

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope¹.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant]²

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

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

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

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

We remain,

Yours sincerely,

Authorized Name and Name Address: _____
Signature and _____
[In full Title of _____
and of _____
initials]: Signatory: _____
Firm: _____

1 [In case Paragraph 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."]

2 [Delete in case no association is foreseen.]

For FTP Only

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Firm's Name: _____

For FTP Only

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

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

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

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

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

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

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

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

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

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

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

4. **Date of Birth**: _____ **Nationality**: _____

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

6. **Membership of Professional Associations/ Pakistan Engineering Council Registration Number** : _____

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

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

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

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

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

Employer: _____

Positions held: _____

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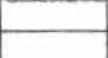


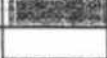





13. Certification:

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

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

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE ¹

N°	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total
Foreign																	
1		[Home] [Field]															
2																	
3																	
n																	
													Subtotal				
Local																	
1		[Home] [Field]															
2																	
n																	
													Subtotal				
													Total				

- 1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).
- 2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.
- 3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input

 Part time input

Section 4. Financial Proposal - Standard Forms

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

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

[The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

Form FIN-1. Financial Proposal Submission Form	35to36
Form FIN-2. Summary of Costs.....	37 to 38
Form FIN-3. Breakdown of Costs by Activity ¹	39
Form FIN-4. Breakdown of Remuneration ¹	40
Form FIN-4. Breakdown of Remuneration ¹	41
Form FIN-5. Breakdown of Reimbursable Expenses ¹	42
Form FIN-5. Breakdown of Reimbursable Expenses	43
Appendix. Financial Negotiations - Breakdown of Remuneration Rates	46

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹].

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

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

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

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

We remain,

Yours sincerely,

Authorized Name and Address: _____
Signature and _____
[In Title of _____ full _____ and _____ initials]:
of _____ of _____ Signatory: _____
Firm: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

BID PRICING

- a) For the first financial year of operation (2016-17) the Design Consultants shall submit the bid based on work for 300±50 Water and Sewerage Schemes all over the Sindh. Any spill over of incomplete work may be carried forward by the Department to the next financial year.
- b) For a smooth functioning of the system the Design submission must be prepared District Wise so can the department move tenders and for further execution of project.
- c) The bid shall be inclusive of Income Tax, however 15% (Fifteen Percent) sales tax shall be mentioned over and above the bid price and shown separately. The financial opening and evaluation will be based on the bid price which is inclusive of Income Tax plus Sales Tax = Total Price of Project for each region. In case of any variation in only Sales Tax by Government, the sales tax will be adjusted in the bid price after mutually agreed among parties during the term of engagement. The Need Assessment and Design Team and Project Management and Construction Supervision team prize shall be quoted as per the requirement of RFP, however the bids are evaluated on the cumulative prize provided for Design and Construction Supervision.
- d) The financial bid shall cover all the staff proposed in Table -03 of section 3.10. Low financial bids not covering the desired staff will be deemed as non-responsive.

NOTE TO BIDDERS

The Consultants are required to ascertain the logistics, traveling and other remote area requirements for the Assignment including breakdowns, HR disability and replacement, backups of each input and resource is to be considered.

Geographical spread of sites and features of access modes must also be examined.

For example a single site may be more than 20 Kms from the paved road.

Similarly nearest boarding and lodging facilities for various sites may also be examined.

Accordingly mode of transport, data delivery methodology etc is to be considered.

Digital photographs shall be an essential component of the work and accuracy of Site Location data is mandatory apart from accuracy of the other Data

All above mentioned cost shall be included in the HR cost and in the bidding cost, as no separate cost other than the HR cost shall be given to the Consultants.

FORM FIN-2. SUMMARY OF COSTS REGION WISE

Item	Costs		Total Bid Price
	Indicate Local Currency inclusive of Income Tax	Sales Tax @ 15%	
Total Costs of Financial Proposal (Need Verification and Design)			
Total Costs of Financial Proposal (Project Management and Construction Supervision)			
TOTAL CONSULTANCY CHARGES FOR FY 2016-17			

Note: Firm shall clearly provide name of Region against the bid total value

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

NOTE: Consultants required submitting the financial proposal for the current year (FY 2016/17) and separate indicative financial proposal for subsequent years (FY 2017/18 and FY 2018/19). Only current year financial proposal will be considered for evaluation, and the subsequent year's works is dependent on the availability of funds, performance of consulting services and Government approvals.

FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY ¹

Important: “Work shall be carried out through serialized assignment orders issued by the department”

Group of Activities (Phase): ²	Description: ³					
	Cost [<i>Indicate Local Currency</i>]					
Cost component						

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field .
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Use additional tables where required to cover the REQUIRED HUMAN RESOURCE

FORM FIN-5. BREAKDOWN OF REMUNERATION

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

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		{Home}
		{Field}
Local Staff		
		{Home}
		{Field}

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

FORM FIN-6. BREAKDOWN OF EXPENSES

N ^o		Description ²				[Indicate Foreign Currency # 1] ⁴	[Indicate Local Currency] ⁴	

• NOTE TO BIDDERS

The Consultants are required to consider all the required logistics, traveling and other for remote areas for the Assignment including HR disability and replacement, backups of each input and resource is to be considered.

Geographical spread of sites and features of access modes must also be examined.

For example a single site may be more than 20 Kms from the paved road.
Similarly nearest boarding and lodging facilities for various sites may also be examined.

Accordingly mode of transport, data delivery methodology etc are to be considered.

Digital photographs shall be an essential component of the work and accuracy of Site Location data is mandatory apart from accuracy of the other Data.

Note 2 [List the applicable Reimbursable expenses in local currency shall be examined and the above break up may include all the below given expenditures.

- (1) a per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the beneficiary country for purposes of the Services;
- (2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;
- (3) cost of office accommodation, investigations and surveys;
- (4) cost of applicable international or local communications such as the use of telephone and facsimile required for the purpose of Consulting Services;
- (5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of Consulting Services;
- (6) cost of printing and dispatching of the reports to be produced for Consulting Services;
- (7) other allowances where applicable and provisional or fixed sums (if any); and
- (8) cost of such further items required for purposes of the Services not covered in the foregoing.

Note: The applicable expenditures will only be considered for this project.

- 1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.
- 2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 3 Indicate unit cost and currency.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-
- 6 Only if the training is a major component of the assignment, defined as such in the TOR.

FORM FIN-7. BREAKDOWN OF EXPENSES

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

N°	Description ¹	Unit	Unit Cost ²
	HR Cost	LS	
	Communication	LS	
	Accommodation	LS	
	Boarding	LS	
	Security	LS	
	Equipment	LS	

- 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 for each Site.
- 3 Only if the training is a major component of the assignment, defined as such in the TOR.

APPENDIX. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

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

1. Review of Remuneration Rates

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

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

(i) Salary

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

(ii) Social Costs

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

(iii) Cost of Leave

The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

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

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

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

(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, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years' overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The PA does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

(v) Fee or Profit

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

(vi) Away from Headquarters Allowance or Premium

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

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

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 Charges ¹	Overhead ¹	Subtotal	Fee ²	Away from Headquarters Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Field									

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

Section 5. Terms of Reference

TERM OF REFERENCE FOR NEED VERIFICATION, SITE SPECIFIC SCHEME DESIGN (CIVIL, MECHANICAL & ELECTRICAL & UTILITIES) INCLUDING (CALCULATION SHEETS), PREPARATION OF PC-1 & DISTRICT/ TALUKA WISE PACKAGES, ENGINEERING ESTIMATES & TENDER/BIDDING DOCUMENTS, PROJECT MANAGEMENT & DETAILED CONSTRUCTION MANAGEMENT FOR REHABILITATION OF NON FUNCTIONAL WATER SUPPLY & DRAINAGE SCHEMES

1.0 BACKGROUND OF PROJECT

PHED received funds for the Rehabilitation of existing Water and Sewerage Schemes in all Rural Sindh. The Project Director - PHED requires the services of the Engineering Firm to provide the Need Assessment, Detailed Engineering Design and Project Management and Construction Supervision Services. The below given are the detailed Term of Reference based on which the proposal are required to be submitted as per the Request for Proposal.

The scheme provides provision for rehabilitation of those non functional Rural Water Supply and Drainage Schemes, which have rendered the services to the Rural Masses for considerable time, but have become non functional because of wear and tear over a long time of performance on one hand and less provision of operation and maintenance funds on other hand, besides lack of technical expertise with T.M.As. Another major cause of non functioning of these schemes is supper flood 2010 and heavy rainfall 2011. It has become the absolute need of time to make the non-functional schemes in the Province functional in the first instance in order to provide a reliable base for purification plants to be installed over the sites to be connected through these Water Supply schemes and to provide electricity through Solar System to schemes in most of the cases. This will ultimately improve water and sanitation schemes which in turn will improve socio economy.

A considerable investment is made by Public exchequer on Rural Water Supply and Sanitation Schemes in Province of Sindh. After Completion, schemes rendered services to the common people living in the villages for couple of years. With the passage of time and heavy floods / Rainfall imparted adverse impact on infrastructure so far constructed.

In order to revive and bring their schemes in working condition is and avoid wastage of public investment it is imperative to rehabilitate these schemes to transmit benefits to the common people and assist in poverty alleviation. In most of the schemes endeavors are taken to utilize available infrastructure through repair and renovation. However components which are out lived and need to be replaced to make the scheme functional are proposed in the scheme.

TOTAL NUMBER OF SCHEMES (WATER SUPPLY AND DRAINAGE)= 508 NOs - All over Sindh

TOTAL INVESTMENT = Rs 4590.9 Million

YEAR OF EXECUTION = FY 2016-17, 2017-18 & 2018-19

2.0 Scope of Services

- i. Review the Revised/Modified PC-1 and preparation of future PC-I for the Rehabilitation of Non Functional Water Supply and Drainage Schemes all over Sindh where required
- ii. Conduct infrastructure need assessments through field survey of the Water Supply and Drainage Schemes preliminary identified and reflected by PMIU in PC-1;
- iii. Develop scheme specific detailed designs (Civil, Electrical, Plumbing and Design).
- iv. Preparation of DISTRICT / TALUKA WISE PACKAGES/Tender Package, Standard Bidding Documents.
- v. Providing Support to Client for Pre-Qualification of Contractors
- vi. Providing support to Client for Procurement of Contractors to be hired at District / Taluka Wise level to execute the services
- vii. Environmental Management Services to the Client for Planning, Designing, Implementation and Monitoring of Water Supply and Drainage Schemes
- viii. Detailed Construction Supervision of all schemes tendered District / Taluka Wise. Separate assignment orders will be provided for Detailed Construction Supervision by PD-Rehabilitation of Non-Functional Water and Drainage Schemes (RNFWDS).
- ix. Maintenance of all project data / documents.
- x. Any additional assignment given by the PHED department, the resources required for the additional assignment will be separately considered when and where required.

3.0 DETAILED SCOPE OF SERVICES REQUIRED FROM THE CONSULTANT

The terms of reference are detailed hereunder:

3.1 Review / Certification of Districts' Need Assessment.

- i. Conduct the coordination meeting with Client and work out the methodology to perform the Need Assessment exercise as per the criteria acceptable to the client,
- ii. The client will provide the District wise list of potential Water Supply and Drainage Schemes to be included for rehabilitation works.
- iii. During the need assessment exercise the consultant shall intimate to client at early stage about the non-viability of Schemes (the water supply scheme is in sweet water zone and the community has their own independent system, the water is brackish, other factors, Similarly for Drainage scheme the consultant will advise for safe disposal of sewage) .
- iv. The consultant shall also intimate to client at early stage in case the capacity of scheme having no future expansion possibility and not feasible for investment.

- v. In case the SCHEME is in hazard prone area it may be relocated in areas without any natural calamity disaster risks. It is the responsibility of consultant to check the technical/financial viability of the identified/proposed location in such cases.
- vi. The schemes identified after the first screening (part i to part v) means only viable/feasible schemes will further be designed and tendered. The non-viable schemes shall be left un-attended to save the Government Finances.
- vii. Conduct field survey of the viable schemes as per approved methodology for verification/certification of need assessment (prepare need assessment report including line plan which includes schemes total available area, available infrastructure condition and type, lacking facilities, water source (Surface or ground water dependent), electricity connection (legal/illegal connection, metered) and in case of Drainage proper disposal of sewage) etc.
- viii. Need Assessment Survey will be conducted on a prescribed format agreed with the client, for survey work. Smart phone technology will be used and monitoring software will develop specifically for this purpose, the software will display the GPS coordinates and other general details of the survey. All survey information will be accumulated in the database at consultant Head Office. For the purpose of displaying survey information and details of the survey results, an interactive website interface with Google Earth (GPRS) and smart phones will also develop for demonstration to project stakeholders and other record purposes.

3.2 Design Review and Preparation of Drawings

The following support will be provided to consultant as input for its design work;

3.3. Design Services:

- i. The site specific designs includes (MEP design, Solar Pumping Calculations and Design for Rural water supply and Drainage Schemes and preparation of engineer's cost estimates),
- ii. All rehabilitation works (Civil, Mechanical and Electrical) required to functional the redundant schemes shall be identified and estimates to be prepared.
- iii. Prepare District / Taluka Wise package, prepare engineering estimates, Measurement Sheets, Bill of Quantities, of schemes fall in specific Taluka / District and prepare PACKAGES accordingly. During the Technical sanction of Engineering Estimates by the relevant department, any information required and query raised by Department shall be responded by the Design Consultant.

3.4 Preparation of TALUKA/TOWN WISE PACKAGES/Tender Package, Standard Bidding Documents.

The consultant is required to:

- i. Prepare District / Taluka Wise Tender Packages.
- ii. Prepare the Procurement Plan for each District / Taluka for the engagement of contracts. The contractors will be hired through PMIU and the consultant will provide all possible support to PMIU to prepare necessary documents like engineering estimates, Bill of Quantities, Measurement Sheets etc for each PACKAGES-1/Tender Package, Standard Bidding Document and handover the same to PMIU to initiate procurement process.
- iii. Prepare a sample bidding document(s) for civil/mechanical and electrical works / goods complete in all respects to be used as template and take approval from PMIU to replicate the same in the entire Sindh, with specific focus on pre-qualification criteria, optimizing quality and market mechanics, specifications, etc. Tender/bidding documents shall be prepared by consultants as per the template approved.
- iv. Develop tender documents including engineering estimates, Bill of Quantities detail work drawings, specifications, and condition of contracts as per upto date SPPRA guidelines

3.5 Environmental Management Services to the Client

- Consultant will assist client to hire the services of Electrical Resistivity Survey team to perform the ESR where required to check the quantum of water where necessary
- Consultant will assist client to hire the services of a well-known Water Testing Laboratory to check the quality of intake water where necessary.
- Consultant will guide client for the safe disposal of sewage, usually the sewage is being indiscriminately dumped into the surface or water bodies, however basic criteria for the disposal of sewage shall be developed and adopted for this project.

Note: The cost of the laboratory testing and other testing will be directly borne by Client, consultant will only raise the technical requirement.

3.6 Procurement Support to PMIU – Document Preparation

- i. During the vetting, the following indicators will be used:-
 - Packages should be at District talukas based and should not be less than Rs 20.0 Million and more than Rs. 50.00 Million.
- ii. Once the process of preparation of Packages is completed and their subsequent administrative approval from the Competent Authority will be taken. Process of vetting for SBDs along with draft (NIT) will be taken in hand.
- iii. Importance will be given during the vetting to confirm that all the following mandatory sections are part and parcel of SBDs.
 - Conditions of Contract (Fixed)
 - Bidding Data
 - Contract Data
 - Post Qualification Information
 - Drawings & Specifications
 - Bill of Quantities

- iv. The consultants will also ensure that high quality standards are maintained. The first step would be to ensure that good quality material preferably from quality assured vendors is procured.

3.7 Detailed Construction Supervision

The Consultant is required to:

Provide support to PD-(RNFWDs) to mobilize the contractor at site and where required ask Contractors to develop contour maps of site. Separate assignment order District Wise will be provided by PD.

- ii. Provide Detailed construction supervision as per approved drawings and specifications and as per plan (including Gantt chart) for each district and provide all required services accordingly.
- iii. The standard procedures must be followed to ensure the quality of construction (which includes testing of materials and works at defined stages, vigorously perform field inspections and take timely actions as needed as per the site conditions). The cost required for any testing like soil testing, material quality, Pipe pressure tests, water quality and any other will be borne by the contractors.
- iv. Ensure Construction Supervision Protocols are followed (involving SOPs for implementation which may include service standards for decisions/responses from Client, contractor and consultant, construction quality and Environmental check list, invoice pattern/ procedure etc)
- v. All logistics support to the Project Manager, RE, AREs & Site Inspectors shall be provided by the consulting firm to keep regular vigilance on site (s) under construction at District/Taluka Level.
- vi. The Engineering Consultancy firm will perform the following tasks but not limited to:
 - a. Certify the Civil / Electrical / Mechanical / Solar Power works / allied gadgets and the approved material is brought at site by the contractor for use in accordance with the approved specifications and to be tested as per standard practices.
 - b. Monitor systematically the progress of work according to the installation /construction methodology and schedule of work as per contract agreement, certifying allocation of resources by the contractor, suggesting any changes and recommendations to improve such practices at site and to avoid any delay in progress as forecast; the supervision consultancy firm will also provide to client the weekly, fortnightly, monthly, quarterly and yearly physical and financial progress along with pictures update in all respects.
 - c. The consultancy firm will need to ensure that all necessary and required tests are performed by the contractor and consultant will ascertain all test reports as per the quality standards for construction work.

d. Provide construction supervision (through qualified and well experienced civil engineers and supervisors/inspectors) for all the civil, mechanical, electrical works and other allied works. Certify the work in conformance to approved drawings and specifications at different work stages and deliverables as approved by client to ensure the quality. The team of professionals required by the client for execution of required construction supervision services in all districts of Sindh is mentioned in table-3-2.

e. The firm will perform effective contract management and would be responsible to manage each contract with contractor independently and take necessary actions on time as per the contract.

Certify (under firm's seal) running payments of the contractors (on the basis of work done in compliance with drawings and specifications and other stipulations, considering all required documentations as per the conditions of contract

g. Consultant would be responsible to record and verify the measurements of each running bill and Final Bill on Measurement Book (MB's), signed by all concerned personnel.

h. Prepare estimated variation/deviations where required

i. The Rehabilitation/Renovation works shall be completed in 02 to 03 months time and

j. The new construction schemes shall be completed in 06 months.

k. The bills of contractors shall also be processed in 05 working days.

3.8 Maintenance of all project data / documents.

The consultant will be required to maintain all project data / information during the tenure of the assignment and prepare all required reports (both periodic and on demand) in both soft and hard copies and provide to the client during the tenure of the contract, and shall also handover all data/documents (hard/soft copies) to the client on completion of the assignment. The consultant will also be bound not to share any project data/report/information to any unauthorized person

Table – 3-1: Required Human Resource for Consultancy Services

S.No	Position	Qualification
1	Team Leader / Public Health Engineer	Masters in Environmental Engineering, Bachelor in Civil Engineering with minimum 12 years of Relevant Experience, Foreign qualification will be an added advantage.
2	Project Manager	MBA / Masters in Construction Management with BE Civil with 10 years of experience of Contract / Procurement Management of such projects
3	Construction Manager	BE Civil with 12 years of Civil, Mechanical and Electrical works execution experience, hand on knowledge of contract management, familiar with Government Systems, Procurement Rules, able to take critical decisions and possess good communication skills.
4	Design Engineer Civil	MS Environmental Engineering with BE Civil Engineering with atleast 07 years of Design of Water Supply and Drainage Schemes
5	Design Engineer Mechanical	MS Environmental Engineering with BE Mechanical Engineering with atleast 07 years of Design of Water Supply and Drainage Schemes - Pumping Systems in case the incumbent is BE Mechanical 05 years of experience will be considered.
6	Design Engineer Electrical	BE Electrical Engineering with atleast 07 years of Design of Water Supply and Drainage Schemes - Pumping Systems, Power Supply System for the schemes.
7	Design Engineer Solar	BE Environmental Engineer / Electrical Engineer / Electronic Engineer with atleast 05 years of experience of Installation, Commissioning of Solar Based Power System of Various Projects.
8	Design Engineer Environment	BE Environmental Engineer with atleast 05 years of experience of Installation, Commissioning of Water Supply and Drainage Schemes.
	Junior Design Engineers (Civil, Mechanical and Electrical)	BE Civil/ Mechanical / Electrical with minimum 02 years of design experience of similar nature project.
9	Chief Resident Engineer	Masters in Construction & Project Management or MBA, Bachelors in Civil Engineering registered with PEC's, having 7 years of experience of managing construction projects including, water & sanitation schemes, ability to lead the team, In case of BE civil only 10 years of experience is desirable.
10	Resident Engineer	Bachelors in Civil Engineering registered with PEC's, having 7 years of experience of managing construction projects including, water & sanitation schemes, ability to lead the team, In case of BE civil only 10 years of experience is desirable.
11	Assistant Resident Engineer	BE, with minimum 05 years of experience of supervising the construction projects particularly in Water and Drainage Schemes Rehabilitation/ construction, ability to manage multiple tasks and possess hand on knowledge of standard construction practices.

S.No	Position	Qualification
12	Field Supervisors	BE Civil /Mechanical/ Electrical / I, B.Tech (Civil/Mechanical/Electrical) or DAE- (Civil/ Mechanical /Electrical) technology as, BE Civil /Mechanical /Electrical 03 years of relevant experience B.Tech Civil/ Mechanical/ Electrical 06 years of relevant experience DAE Civil/ Mechanical /Electrical 10 years of relevant experience of supervising the Water Supply and Sanitation Schemes, ability to manage multiple tasks and possess hand on knowledge of standard construction practices
13	Auto Cad Draftsman	DAE in Civil Engineering with relevant 05 years of experience of drafting structure designs, building layouts and water supply & drainage systems
14	Quantity Surveyors	DAE in Civil Engineering with relevant 05 years of experience of Quantity Surveying of Water and Sanitation Schemes

TABLE 3-2: Bids shall be provided based on the following HR for Need Assessment and Design Team and Project Management and Construction Supervision Team.

S.No	Position	Man Months	NM of Professionals
	NEED ASSESSMENT & DESIGN TEAM		
1	Team Leader / Public Health Engineer	3	1
2	Procurement & Contract Specialist	3	1
3	Construction Manager	3	1
4	Design Engineer Civil	3	1
5	Design Engineer Mechanical	3	2
6	Design Engineer Electrical	3	2
7	Design Engineer Solar	3	2
8	Design Engineer Environment	3	2
9	Junior Design Engineers (Civil, Mechanical, Electrical)	3	6
10	Auto Cad Draftsman	3	6

S.No	Position	Man Months	NM of Professionals
11	Quantity Surveyors	3	4
	PROJECT MANAGEMENT AND CONSTRUCTION SUPERVISION TEAM		
11	Team Leader / Public Health Engineer	9	1
12	Procurement & Contract Specialist	9	1
13	Chief Resident Engineer	9	1
14	Resident Engineer	9	1
15	Assistant Resident Engineer	9	6
16	Field Supervisors (Civil, Mechanical, Electrical)	9	20
17	Auto Cad Draftsman	3	6
18	Quantity Surveyors	3	4

Note: PD will provide separate assignment orders District Wise to mobilize the team for Supervision, the supervision staff will be utilized in Phases.

SCHEME WISE DELIVERABLES/SUBMISSIONS

1. Need Assessment Report
2. Engineering Drawings, Engineering Estimates, Measurement Sheets & Construction Drawings
3. Taluka / District Wise Packages / Tenders
4. Monthly Progress Report of Construction Works
5. Any other assignment given by Project Director (RNFWDS) and PHED - RWSDS.

II. General Conditions of Contract

1. GENERAL PROVISIONS

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

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

these entities.

- (1) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.

- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of 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 law.

1.3 Language

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

1.4 Notices

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

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

1.5 Location

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

**1.6 Authority
of Member
in Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their

behalf in
exercising all the
Consultant's
rights and
obligations
towards the PA
under this
Contract,
including without
limitation the
receiving of
instructions and
payments from the
PA.

**1.7 Authorized
Representatives**

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

**1.8 Taxes and
Duties**

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

1.9 Fraud and Corruption

- A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 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.

Integrity Pact

- B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall 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 19 B Sub-Para (a) and (c).

**1.7 Authorized
Representatives**

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

**1.8 Taxes and
Duties**

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

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure** The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

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

2.6 Termination

2.6.1 By the PA

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

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

2.6.2 By the Consultant

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

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

3.2 Conflict of Interests

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

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

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

3.2.2 Consultant and
Affiliates not to be
Otherwise
Interested in
Project

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

3.2.3 Prohibition
of
Conflicting
Activities

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

3.3 Confidentiality

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

3.4 Insurance to
be Taken
Out by the
Consultant

be the Property of
the PA

3.5
Consultant
's Actions
Requiring
PA's Prior
Approval

3.6 Reporting
Obligations

3.7 Documents
Prepared by
the
Consultant to

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

The Consultant shall obtain the PA's prior approval in writing before

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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 Appendix C, and
 - (c) any other action that may be specified in the SC.
- (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- (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.).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

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

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

- (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and

experience acceptable to the PA.

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

5. OBLIGATIONS OF THE PA

- 5.1 **Assistance and Exemptions** The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 **Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 **Services and Facilities** The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6. PAYMENTS TO THE CONSULTANT

- 6.1 **Security** The consultant has to submit bid security and the performance security at the rate mention in SC.
- 6.2 **Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.3 **Contract Price** The price payable in Pak Rupees/foreign currency/ is set forth in the SC.
- 6.4 **Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

**6.5 Terms and
Conditions of
Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and

shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

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.

III. Special Conditions of Contract

OPERATIONAL FORCE MAJEURE

The department may increase or decrease the number of Schemes due to operational reasons through a written Order to the Design Consultants.

Important: "Work shall be carried out through serialized assignment orders issued by the department"

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

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1}	Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.
1.3	The language is English. _____
1.4	The addresses are: Procuring Agency: <u>Project Management & Implementation</u> <u>Unit, Education and Literacy Department, Sindh</u> Attention: <u>SECTION OFFICER DEVELOPMENT</u> Facsimile: <u>+92 - 21 -</u> E-mail: _____ Consultant: _____ Attention: _____ Facsimile: _____

Special Condition of Contract

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

Note: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.

1.7 The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

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

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

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

- (a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;
- (b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
- (c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
- (d) any property brought into the province by the international Consultant, any Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:

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

2.2 The date for the commencement of Services is Nov 01, 2016

2.3 *However, the phase I (current) shall be for 12 months, and its cost shall be separately indicated in the contract.* And for the engagement of services for the next 12 months will be based on the availability of funds, performance of consultants and other Government Decision. Before renewal of contract negotiation will be held with Consultants the basis of 12 months progress of funds.

3.4

The optional risks and the coverage shall be as follows:

- (a) Third Party liability insurance, with a minimum coverage of *1,000,000*;
- (b) Professional liability insurance, with a minimum coverage of *10,000,000*;
- (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (d) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.

Special Condition of Contract

Note: Delete what is not applicable

- {3.7 (b)} The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.
- {5.1} *Not Applicable.*
- 6.1 "Performance security of 1% (one percent) shall be deducted from the consultants bills"
- 6.3 The amount in Pak Rupees or in foreign Currency *[insert amount]*.

6.5 The accounts are:

for local currency: *PKR*

Payments shall be made according to the following schedule:

(a) Need Verification Report, Design, BOQ and Tender Documents

Note: This sample clause should be specifically drafted for each contract. The payment schedule will be finalized during negotiations

8.2 Disputes shall be settled by complaint redressal committee defined in SPPR 2010 or through arbitration Act of 1940.in accordance with the following provisions:

Note: Payment schedule shall be discussed during the negotiations

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,

Special Condition of Contract

interest, privilege or other obligation or benefit in whatsoever form from GoS.

Name of Buyer:

Name of Seller/Supplier:

..... Signature:

Signature:

.....

[Seal]

[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 Consultant is willing to perform these

services, NOW THEREFORE THE PARTIES hereby agree as

1. **Services**
 - (i) 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").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
2. **Term**

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
3. **Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the PA shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed on the Consultant.
 - C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.
4. **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:

$$R_t = R_{t_0} \times \frac{I_t}{I_{t_0}}$$

where R_t is the adjusted remuneration, R_{t_0} is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, I_t is the official rate of inflation for the first month for which the adjustment is to have effect and, I_{t_0} is the official rate of inflation for the month of the date of the Contract.”]

5. Project Administration

A. Coordinator

The PA designates Mr./Ms. [insert name] as PA’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the PA.

B. Timesheets

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

C. Records and Accounts

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

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

Contract

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

FOR THE PA

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____