REQUEST FOR PROPOSAL

CONSULTANCY SERVICES FOR CONSTRUCTION SUPERVISION OF PDMA REGIONAL OFFICES AT LARKANA, SHAHEED BENAZIRABAD AND MIRPURKHAS.

INSTRUCTIONS TO CONSULTANTS

REHABILITATION DEPARTMENT
THROUGH
PROVINCIAL DISASTER MANAGEMENT AUTHORITY
GOVERNMENT OF SINDH

IMPORTANT NOTICE

This Request for Proposal is provided to the Bidders solely for use in preparing and submitting Bids in connection with the competitive bidding process to undertake Assignment. This Request for Proposal is being issued by the Provincial Disaster Management Authority, Government of Sindh solely for use by Consultants in considering the Project. *Unless expressly specified otherwise, all capitalized terms used herein shall bear the meaning ascribed thereto in the Glossary of this Request for Proposal.*

The evaluation criteria were determined by Provincial Disaster Management Authority, Government of Sindh. Neither any of these entities, nor their employees, personnel, agents, make any representation (expressed or implied) or warranties as to the accuracy or completeness of the information contained herein, or in any other document made available to a person in connection with the tender process for the Project and the same shall have no liability for this Request for Proposal or for any other written or oral communication transmitted to the recipient in the course of the recipient's evaluation of the Project. Neither any of these entities, nor their employees, personnel, agents, consultants, advisors and contractors etc. will be liable to reimburse or compensate the recipient for any costs fees, damages or expenses incurred by the recipient in evaluating or acting upon this Request for Proposal or otherwise in connection with the Project as contemplated herein.

The Bids submitted in response to the Request for Proposal by any of the Bidders shall be upon the full understanding and agreement of any and all terms of the Request for Proposal and such submission shall be deemed as an acceptance to all the terms and conditions stated in the Request for Proposal. Any Bids in response to the Request for Proposal submitted by any of the Bidder shall be construed based on the understanding that the Bidder has done a complete and careful examination of the Request for Proposal and has independently verified all the information received (whether written or oral) from the Government of Sindh (including from its employees, personnel, agents, consultants, advisors and contractors etc.).

This Request for Proposal does not constitute a solicitation for consultancy, or otherwise participate, in the Project, nor shall it constitute a guarantee or commitment of any manner on the part of the Government that the Project will be awarded. The Provincial Disaster Management Authority, Government of Sindh reserves its right, in its full discretion, to modify the Request for Proposal and/or the Project at any time to the fullest extent permitted by law, and shall not be liable to reimburse or compensate the recipient for any costs, taxes, expenses or damages incurred by the recipient in such an event.

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1. INVITATION LETTER

Dear Sir/Madam,

Sub: Consultancy Services for Construction Supervision of PDMA Regional Offices

The *Provincial Disaster Management Authority (PDMA)*, Government of Sindh(the "**Procuring Agency"**), invites "Technical and Financialproposals" for Consultancy Services for detailed design and construction supervision of PDMA regional offices at Larkana, Shaheed Benazirabad and Mirpurkhas (the **Assignment**), from prospective firms/consortiums.

2. The PDMA is desirous of establishing regional offices at Larkana, Shaheed Benazirabad and Mirpurkhas. It is of high significance for PDMA to make necessary arrangements to meet the challenges of any incident of disaster in the Province to safeguard the human lives and their properties.A detailed description of the assignment and its objectives are given in the enclosed Terms of Reference (TORs).

3. Consultantsare encouraged to acquaint fully with the Assignment and local conditions before submitting theirproposals, by sending written queries to the Procuring Agency, if any. Please note that no cost of any such visit or queries is reimbursable.

4. A firm/consortium will be selected under Least Cost Selection Method (LCSM) described in this RFP, in accordance with the Sindh Public Procurement Rules, 2010 and amended from to time. The Consultants are therefore advised to carefully go through these statutes to understand nature of their possible relationship with the Procuring Agency and the rules governing this relationship.

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: Evaluation Criteria and Scoring System
Section 7: Integrity Pact
Section 8: Affidavit
Appendix-A: Draft Consultancy Services Contract

Yours sincerely,
Director General
Provincial Disaster Management Authority
Government of Sindh

2. INSTRUCTIONS TO CONSULTANTS

2.1 Definition

All capitalized terms not defined herein shall have the meaning set forth in the Consultancy Services Contract.

Bid(s)	Any and all proposals and bids submitted by the Consultants as a response to this RFP or the Revised RFP, that are prepared and submitted in accordance with this RFP or Revised RFP and are in compliance of the same.
Bid Price	The consultancy fee for the Assignment quoted by the Consultant in its Financial Bid
Bid Security	The security deposit that a Consultantmust provide, **in the form of a pay order** issued by a scheduled commercial bank operating in Pakistan acceptable to the Procuring Agency in the amounts and conditions specified in this RFP.
Contract	means Consultancy Services Contract to be executed between selected Consultant and Procuring Agency.
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.
Consultant Selection Committee	The Consultant Selection Committee notified by the Procuring Agency pursuant to SPPRA rules to undertake procurement process to hire Consultants for the Assignment.
Data Sheet	means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
Day	means calendar day including holiday.
Facility	The regional offices (including offices, warehouse and residential colony) of PDMA at Larkana, Shaheed Benazirabad and Mirpurkhas.
Government	means the Government of Sindh.
Instructions to Consultants	(Section 2 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
Key Professional Staff	means the professionals assigned by the Consultant to undertake assignment as listed under Evaluation Criteria and Scoring System

	given in Section 6-B (2).
LOI	(Section 1 of the RFP) means the Letter of Invitation sent by the Procuring Agency to the Consultant.
Performance Security	The security deposit that a Consultant must provide, **in the form of a pay order** issued by a scheduled commercial bank operating in Pakistan acceptable to the GoS in the amounts and conditions specified in this RFP.
Procuring Agency	means the Provincial Disaster Management Authority with which the selected Consultant signs the Contract for the Assignment.
Proposal	means the Technical Proposal and the Financial Proposal.
Proposal Deadline	The deadline for the Consultants to submit their Proposal as given in the Data Sheet
Request for Proposal / RFP	means the Request for Proposal prepared by the Procuring Agency for the selection of Consultants.
SPPRA	Sindh Public Procurement Regulatory Authority
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.

2.2 **Introduction**

2.2.1 The Procuring Agency named in the Data Sheet will select a Consultant in accordance with the method of selection specified in the Data Sheet.

2.2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal 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.

2.2.3 The Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. The Consultants may liaise with Procuring Agency's representative named in the Data Sheet for gaining better insight into the assignment.

2.2.4 The 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 Consultantsin line with Sindh Public Procurement Rules, 2010(amended from time to time).

2.2.5 While submitting the Technical Proposal, the composition of the proposed team and task assignment to individual personnel shall be clearly stated.

2.2.6 If a Consultantis qualified/selected on the strength of experience of a foreign company, requisite Key Professional Staff from that foreign company shall be fielded along with other Consortium members.

2.2.7 In case a firm is proposing Key Professional Staff from educational/research institutions, a 'No Objection Certificate' from the concerned institution shall be enclosed with the CV of such person.

2.3 **Timetable**

The estimated timetable for the bidding process is as follows

Activity	Target Date
Issuance of RFP	09March2017
Clarifications / Comments Request Deadline	17March 2017
Pre-Bid Conference	6th April, 2017 (11.00 a.m.) Instead of 20March2017
Response to Questions Document Issuance	22March2017
Bids Submission Deadline	13th April 2017 (11.00 a.m.) instead of 27March2017

2.4 **Conflict of Interest**

2.4.1 The 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. The 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.

2.4.2 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 Consortium members) 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 Consortium members) 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.

2.5 **Conflicting Relationships**

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.

2.6 **Fraud and Corruption**

2.6.1 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 Procuring Agency 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".

2.7 **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 (Section 7).

2.8 **Only one Proposal**

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

2.9 **Proposal Validity**

i. The Data Sheet indicates Proposals validity period. During this period, Consultants shall maintain the availability of Key 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. TheConsultants who do not agree have the right to refuse to extend the validity of their Proposals.

ii. The Consultants shall submit required Bid Security, along with financial proposal defined in the data sheet. Bid security shall be released to the unsuccessful bidders once the contract has been signed with the successful bidder or the validity period has expired. The Consultant shall provide the Bid Security in accordance with the Sindh Public Procurement Rules, 2010 acceptable to the Procuring Agency. The Bid shall be summarily rejected if it is not accompanied with the Bid Security.

2.10 **Clarification and Amendment in RFP Documents**

i. The 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 Procuring Agency deem it necessary to amend the RFP as a result of a clarification, it shall do so.

ii. 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 (or uploaded on procuring agency website) and will be binding on them. TheConsultants 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.

2.11 **Preparation of Proposals**

i. In preparing their Proposal, the 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.

ii. Your proposal shall be prepared in two separate parts, each to be contained in a separate cover as follows:

Cover 1: Technical Proposal
Cover 2: Financial Proposal

2.12 **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.

2.13 **Technical Proposal Format and Content**

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

i. It is desirable that majority of the Key Professional Staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

ii. The proposed Key Professional Staff must, at a minimum, have the experience indicated in the Evaluation Criteria as given in Section 6, preferably working under similar geographical condition.

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

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 (Form Tech-2) 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 Procuring Agency (Form Tech-3).

iii. A detailed description of the proposed methodology, work plan for performing the assignment, staffing (Form Tech-4).

iv. The list of the proposed Key Professional Staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Form Tech-5).

v. CVs recently signed by the proposed Key Professional Staff and the authorized representative submitting the proposal (Form Tech-6). Key information should include number of years working for theConsultant and degree of responsibility held in various assignments.

vi. 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 (Form Tech-7 and Form Tech-8).

vii. Any additional information requested in the Data Sheet.

The Technical Proposal shall not include any financial information.

2.14 **Financial Proposals**

The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment. 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.

2.15 **Taxes**

TheConsultant 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.

2.16 **Submission, Receipt, and Opening of Proposals**

2.16.1 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).

2.16.2 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.

2.16.3 The Technical Proposal shall be submitted, in triplicate (one original and two copies). Each Technical Proposal shall be in a separate sealed envelope indicating the proposal as original or copy clearly marked as “ORIGINAL” and “COPY”, as appropriate. The Technical Proposal shall be placed in a sealed envelope clearly marked as **“TECHNICAL PROPOSAL”**and the Financial Proposal shall be placed in a sealed envelope clearly marked **“FINANCIAL PROPOSAL”.** The two envelopes, in turn, shall be sealed in an outer envelope bearing the address and information indicated in the Data Sheet.The envelope shall be clearly marked: **“DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANT SELECTION COMMITTEE”**. AnyConsultant who submits or participatesin more than one Bid will be disqualified.

2.16.4 The Proposals must be sent to the address indicated in the Data Sheet and received by the Procuring Agency no later than the time and the date indicated in the Data Sheet, or any extension to this date. Any proposal received by the Procuring Agency after the deadline for submission shall be returned unopened. In order to avoid any delay arising from the postal or

Procuring Agency's internal dispatch workings, Consultants should ensure that proposals to be sent through couriers should reach a day before the deadline for submission.

2.17 **Bid Security**

2.17.1 A Bid submitted by each Consultant must be accompanied by a Bid Security in an amount equal to two (2%) percent of the bid price, in Pakistani Rupees, which shall remain valid for a period of at least ninety (90) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline. The Bid Security must be in a form and substance as attached hereto as Appendix A.

2.17.2 The Bid Security submitted by the unsuccessfulConsultants shall be released to the unsuccessful Consultants upon signing of the Consultancy Services Contract.

2.17.3 Any Bid not accompanied by the required Bid Security, or accompanied by a Bid Security in an amount less than that required in accordance with SPPRA rules or other than in the required form by this RFP shall be, in each case, rejected by the GoS as non-responsive. It is further clarified that no Bid Security in the form of insurance guarantee shall be entertained.

2.17.4 The Bid Security (or the Performance Security as the case may be) may be encashed by the GoS in the following circumstances:

a. In the case of a successful Consultant, if it fails within the specified times to:

- comply with the instructions laid down in the Letter of Acceptance within the time period stipulated therein;
- furnish the necessary Performance Security when required;
- sign the Consultancy Services Contract;
- achieve all the conditions precedents agreed in the signed Consultancy ServicesContract.

b. In case the Bid Security expires prior to the date falling ninety (90) days plus twenty eight (28) days beyond the original bid validity period making it a total of one hundred and eighteen (118) days from the Proposal Deadline;

c. In case of an occurrence of Consultant's event of default in terms of the Consultancy Services Contract; and / or

d. Consultant withdraws its Bid during the Bid Validity Period;

2.18 **Basic Eligibility Criteria**

2.18.1 Registration with Sindh Revenue Board and/or relevant tax authority (In case of Consortium, every consortium member firm should provide).

2.18.2 Registration with Pakistan Engineering Council (PEC) (In case of Consortium, the PEC registration of technical consulting firm member of consortium).

2.18.3 The Consultant is not black listed by any Procuring Agency / GoS. An affidavit from Consultant shall be signed and submitted with technical proposal (In case of consortium, every Consortium member firm should provide) **(section 8)**

2.18.4 For a consortium to be eligible for bidding, every consortium member firm should place at least one (1) Key Professional Staff.

2.18.5 In case of Consortium, the Consortium Agreement shall be submitted pursuant to clause 2.27.

2.18.6 TheConsultant had been in business for at least three (3) years. (Attach company/firm registration certificate and articles of incorporation or documents of constitution).

2.19 **Proposal Evaluation**

2.19.1 The evaluation committee shall first check the basic eligibility criteria pursuant to section 2.18in Technical Proposal of all bids received. Any technical proposal which do not meet basic eligibility criteria shall not be evaluated further for technical score. Such bid will stand non-compliant and rejected.

2.19.2 From the time the Proposals are opened to the time the contract is awarded, theConsultants should not contact the Procuring Agency on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Procuring Agency 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.

2.19.3 A LCSM will be adopted in evaluating the proposal. In the first stage a technical evaluation will be carried out. Only those Technical proposals, which score at least 80 points out of 100, shall be considered for financial evaluation in the second stage. The evaluation of the technical and financial bids shall be held under the Least Cost Selection Method (LCSM) method. The Evaluation criteria under LCSM is at Section 6A.

2.20 **Evaluation of Technical Proposals**

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 (TS). A Proposal shall be rejected at this stage if it fails to achieve the minimum technical score indicated in the Section 6A.

After the technical evaluation is completed, the Procuring Agency shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional. Financial proposals of thoseConsultant(s) who failed to secure minimum qualifying marks shall be returned un-opened.

2.21 **Evaluation of Financial Proposals**

2.21.1 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 theConsultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying marks will then be inspected to confirm that they have remained sealed and

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

2.21.2 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.

2.21.3 The lowest Financial Bid Price shall be determined as Preferred Bidder. Proposal will be ranked according to their Financial Bid Price from lowest to highest thus firm with the lowest bid price will be invited for negotiations, if required as per SPPRA rules.

2.22 **Negotiations**

Negotiations will be held at the date and address to be communicated by the Procuring Agency. The invitedConsultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Key Professional Staff. Failure in satisfying such requirements may result in the Procuring Agency proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of theConsultant must have written authority to negotiate and conclude a contract.

2.23 **Technical Negotiations**

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 Procuring Agency 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 part of the Scope of Work. Minutes of negotiations, which will be signed by the Procuring Agency and the Consultant, will become part of Contract agreement.

2.24 **Availability of Key Professional Staff**

Having selected the Consultant on the basis of, among other things, an evaluation of proposed Key Professional Staff, the Procuring Agency expects to negotiate a Contract on the basis of the Key Professional staff named in the Proposal. Before contract negotiations, the Procuring Agency will require assurances that the Key Professional staff will be actually available. The Procuring Agency 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 Key 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.

2.25 **Award of Contract**

2.25.1 After completing negotiations, the Procuring Agency shall award the contract to the selected Consultant and within seven days of the award of contract, Procuring Agency shall publish on the website of the SPPRA and on its own website, 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.

2.25.2 After publishing of award of contract Consultant required to submit a Performance Security at the rate indicated in date sheet.

2.26 **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.

2.27 **Consortium Agreement**

2.27.1 In case of Consortium of firms, the proposal shall be accompanied by a certified true copy of the **Consortium Agreement**. The Consortium Agreement as applicable shall confirm the following therein:

i. Date and place of signing;
ii. Purpose of Consortium (must include the details of contract works for which the consortium has been invited to bid) ;
iii. A clear and definite description of the proposed administrative arrangements for the management and execution of the assignment;
iv. Delineation of duties, responsibilities and scope of work to be undertaken by each along with resources committed by each partner/member of the Consortium for the proposed services;
v. An undertaking that the firms are severally liable to the Procuring Agencyfor the performance of the services;
vi. Duties, responsibilities and powers of the lead firm;
vii. The authorized representative of the Consortium.

2.27.2 In case of Consortium, it is expected that the lead partner would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the consortium. For a consortium to be eligible for bidding, the experience of lead partner and other partner should be indicated.

2.27.3 Any alternative proposal, such as one by a firm in sole capacity and another in Consortium with another firm or as a part of 2 or more consortiums, for the assignment will be summarily rejected. In such an event, all the proposals submitted by such firm and its Consortium or associate shall be rejected.

2.27.4 The proposal of a firm is liable to be rejected if the firm makes any false or misleading statement in the proposal(s) without prejudice to the rights of the Procuring Agencyto initiate further proceedings against the said firm(s).

2.27.5 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Contract agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Contract.

2.28 **Schedule of Deliverables**

	Phase-I	**Timeline** *(from signing of Consultancy Services Contract)*	**Payment**
1	Inception Report	1week	02%
2	Detailed Design	2 weeks	20%
3	Bid Management	4 weeks	20%
	Phase-II		
4	Construction supervision	as per progress in relation to contractor's progress	50%
5	Post Construction Report		08%

DATA SHEET

The following specific data shall supplement the provisions in the Document.

1	**Assignment Name**	Consultancy Services for construction supervision of PDMA regional offices at Larkana, Shaheed Benazirabad and Mirpurkhas.
2	**Address and Contact Person of Procuring Agency**	**Name: Mr. Muhammad Aslam Laghari** **Designation: Deputy Director(Tech)** **Address: Bunglow # 82, 10th Lane, Khyaban-e-Hilal, DHA, Phase-VI, Karachi.** Tel: +92-21-99332701-2. Email:**dd.tech@pdma.gos.pk**
3	**Address for Submission of Bids**	**Director General, Provincial Disaster Management Authority** Address:**Bunglow # 82, 10th Lane, Khyaban-e-Hilal, DHA, Phase-VI, Karachi.**
5	**Pre-Bid Meeting**	11:00 A.M, 6th April, 2017 instead of March 20, 2017 Committee Room of Provincial Disaster Management Authority
6	**Submission Deadline date and time**	11:00 A.M. 13th April, 2017 Pakistan time on March27, 2017
7	**Bid Opening**	12:00 P.M. Pakistan time on 13th April, 2017 instead of March27, 2017
8	**Envelops**	"ORIGINAL PROPOSAL" DOCUMENTS IN TECHNICAL PROPOSAL or FINANCIAL PROPOSAL as appropriate; and, DO NOT OPEN, EXCEPT IN PRESENCE OF THE CONSULTANT SELECTION COMMITTEE on outer envelope.
9	**Language of Bid and correspondence**	English
10	**Proposal Validity**	90 days from the closing date of submission of proposal.

11	**Evaluation Criteria**	Minimum 80points for technical proposal qualification. Refer Section 6A
12	**Scoring System**	Refer Section 6B
13	**Method of Selection**	Least Cost Selection Method
14	**Bid Security**	The Consultant shall deposit a Bid Security **in original Financial Proposal**of an amount equivalent to 2% (two per cent) of the bid price
15	**Performance Security**	05% of Consultancy contract amount
16	**Contract Stamping**	Duly stamped @ 0.35% of bid price by successful bidder at its own cost
17	**Tax Liability**	The Procuring Agency will deduct all applicable taxes as per government rules.

3. TECHNICAL PROPOSAL – STANDARD FORMS

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

Form TECH-1. Technical Proposal Submission Form

Form TECH-2. Consultant's Organization and Experience
A – Consultant's Organization
B – Consultant's Experience

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

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

Form TECH-5. Team Composition and Task Assignment

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

Form TECH-7. Staffing Schedule

Form TECH-8. Work Schedule

FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To:
Director General,
Provincial Disaster Management Authority
Government of Sindh

Dear Sirs,

We, the undersigned, offer to provide the consultancy services for construction supervision of PDMA regional offices at Larkana, Shaheed Benazirabad and Mirpurkhasin accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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

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

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

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

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

We remain,
Yours sincerely,

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

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.*]

Assignment Name:	Country:	
Location within Country :	Professional Staff Provided by your firm	
Name of Procuring Agency :	No. of Staff :	
Address :	No. of Staff Months :	
Start Date (Month / Year)	Completion Date (Month / Year)	Approx. Value of Services : (in current PKR) :
Name of Association Firm(s) if any :	No. of Months of Professional Staff provided by Associated Firm(s)	
Name of Senior Staff (Project Director / Coordinator, Team Leader) involved and functions performed:		
Narrative Description of Project :		
Description of actual services provided by your staff within the assignment:		

Firm's Name: _____

FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

On the Terms of Reference (TORs)

[*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.*]

1.

2.

3.

4.

5.

..

..

Understanding of the Assignment

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

The approach and methodology will be detailed precisely under the following topics.

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:*

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

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

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

FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENT

I. Key Professional Staff					
S. No	Name	Firm	Area of expertise	Position	Task Assignment
1					
2					
3					
4					
..					
…					

FORM TECH-6. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY 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: _____

5. Nationality: _____

6. Educational Qualification: [*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended and degrees obtained*]: _____

7. Membership of Professional Societies: _____

8. Other Training [*indicate significant training since degrees under 6 – Education were obtained*]: _____

9. Countries of Work Experience: [*list countries where staff has worked*]: _____

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

11. Employment Record:

[*Starting with present position, list in reversed order, every employment heldby staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, position held*]:

From [Year]: _____ To [Year]: _____
Employer: _____
Position held: _____

12. Detailed Tasks Assigned [*List all tasks to be performed under this assignment*]:

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned
[*Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12*]:

Name of assignment or project: _____
Year: _____
Location: _____
Line Department: _____
Main project features: _____
Positions held: _____
Activities performed: _____

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualification and my experience.I understand that any willful misstatement

described herein may lead to my disqualification or dismissal, if engaged.

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

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE

Months (in the Form of Bar Chart)

S. No.	Name	Position	Report Due/ Activities	Months								Number of Months
1												Sub Total (1)
2												Sub Total (2)
3												Sub Total (3)
4												Sub Total (4)
...												
....												

Part Time :

FORM TECH-8. WORK SCHEDULE

S.No	Activity[1]	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
N														

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

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

4. FINANCIAL PROPOSAL – STANDARD FORMS

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

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Section 2. Such Forms are to be used as per the selection method.

Form FIN-1. Financial Proposal Submission Form
Form FIN-2. Summary of Costs

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

To:
Director General,
Provincial Disaster Management Authority
Government of Sindh

Subject: **Consultancy Services for construction supervision of regional offices at Larkana, Shaheed Benazirabad and Mirpurkhas**

Dear Sirs:

We, the undersigned, offer to provide the Consultancy Services for construction supervision of regional offices at Larkana, Shaheed Benazirabad and Mirpurkhas in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures[1]].

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet.

Yours faithfully,

Authorized Signature [*In full and initials*]_____
Name and Title of Signatory _____
Name of Firm _____
Address_____

[*The Financial Proposal is to be filled strictly as per the format given in RFP.*]

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

FORM FIN-2 SUMMARY OF COSTS (in Local Currency PKR)

Description	Amount (in Rs)
PHASE-I Inception Report02% Detailed Design20% Bid Management20% **PHASE-II** Construction supervision50% (as per progress in relation to contractor's progress) Post Construction Report 08%	
Total Costsinclusive of Taxes	

** Total Costs net of taxes shall be considered for financial evaluation
Note: No escalation shall be payable during the services

5. TERMS OF REFERENCE

5.1 Project Background

To make necessary arrangements to meet with the challenges of any incident of disaster in the province to safe guard the human lives and their properties.

5.2 The Assignment

5.2.1 The Provincial Disaster Management Authority (PDMA) is in the process of establishing its regional offices at Larkana, Shaheed Benazirabad and Mirpurkhas. Each regional office shall consist of offices, warehouse and a residential complex. Total area of the complex would be maximum 10 acres which may be divided into 2 pieces depending upon the availability of land. The Consultant shall be required to furnish detailed engineering design of each regional office/facility. After the approval of PDMA on detailed design, the consultants shall assist the Procuring Agency in conducting the tender/bidding process for contractors. Later upon selection of contractor, the Consultants shall perform construction supervision of regional offices/facility pursuant to detailed design made by the Consultants.

Detail of Civil Works for each Regional Office as per PC-I is as under:

- Construction of Main Building(Double story with 10800 Sft ground flood & 10320 Sft first floor).
- Construction of Car Porch(500 Sft)
- Construction of Canteen(3600 Sft)
- Construction of Godowns(12000 Sft & 6000 Sft)
- Construction of Workshop(3000 Sft)
- Construction of Cold Storage(3000 Sft)
- Construction of Mosque(3600 Sft)
- Construction of Category 3rd Type Bunglow(1500 Sft)
- Construction of Category 4th Type Bunglow(1000 Sft)
- Construction of Category 5th Type Bunglow(606 Sft)
- Construction of Category 6th Type Bunglow(520 Sft)
- Construction of Overhead Reservoir at least 10,000 Gallon.
- Construction of Underground Water Tank at least 20,000 Gallon.
- Construction of Main Boundary Wall(4070 Rft).
- Steel Gates (4 Nos.)
- Parking Shed (32400 Sft)
- Construction of Guard Room(300 Sft)
- Construction of Internal Streets

5.2.2 The Procuring Agency reserves the right to end the Consultancyservices for this assignment at any stageif it is satisfied that proceeding further will not help achieve the Government objectives.

5.3 **Terms of Reference**

PHASE-I

5.3.1 **Inception Report**

The Consultants shall furnish the inception report highlighting the way forward for services to conduct the assignment work.

5.3.2 **Detailed Design**

The scope of Consultant will include but not necessarily limited to the following:

The phase-I includes the following services:

i. Topography Survey of Area.
ii. Preparation of Master Plan the area.
iii. Soil Investigation of Area.
iv. Preparation of Preliminary Drawings.
v. Preparation of Detailed Structural Drawings.
vi. Preparation of Tender Documents.

5.3.2.1 **Design criteria**

Before taking up the design work, Consultants shall submit design criteria which shall contain but not limited to the design standards design parameters, formulae and factors for the following:-

i. Design criteria for architectural design.
iii. Design criteria for structural engineering.
iv. Design criteria for electrical and mechanical works.
v. Design criteria for drainage design.
vi. Fire alarm and firefighting arrangements.
vii. Design of streets / pavement.

A. Design Criteria for Structural Engineering

Design criteria for structural Engineering consisting of design codes and standards (ACI, AASHTO & ASTM etc), design strength of materials, structural design load, foundation parameters, and stability criteria. Proposed software for analysis and design drawings will be prepared on AutoCAD or equivalent.

B. Design Criteria for Electrical and Mechanical Works

Design criteria for electrical works consisting of the following:
Lighting standards, Luminaries arrangement, Rating &mounting of Transformers, type of cables & conduits and type of earthling etc. measures against power failure. All equipment will be designed against local weather.

C. Design Criteria for Drainage Structure

Drainage plan should be prepared of the area upon which the project "Establishment of Regional Offices of Provincial Disaster Management Authority(PDMA) Sindh at Larkana, Shaheed Benazirabad & Mirpurkhas" will be established which should be according to the standard guide lines of AASHTO etc.

5.3.2.2 **Detailed Engineering Design**

A. Roads / Streets

B. Water Supply Systems

- Main water supply system shall be designed in consultation with concerned WASA.
- Overhead &underground tanks

C. Sewerage System

- The system shall accommodate already laid system of the scheme (if available).
- The system shall be designed in coordination with relevant authorities.

D. External & internal lighting, including street lights

E. Design and Construction Supervision of Site Office & Entrance Gates

5.3.2.3 **Preliminary Design**

Under this item of work, the Consultant will be required to:-

i. Prepare and submit Architectural design of the Facility including floor plans (Line Plans), typical sections &elevations, finishes details complete in all respect.
ii. Prepare physical models of the buildings to illustrate from, size and volume in Book form.
iii. Preparation of 3D Computer model rendering the elevation and perspective view.

5.3.2.4 **Documentation**

The Consultant shall indicate the availability of construction material (imported / domestic). Detailed information about the locally available construction material shall be provided with the leads of different sources.

5.3.2.5 **Preparation of Cost Estimates**

On the basis of approved design reports and with the consultation of Procuring Agency, the Consultant shall prepare cost estimate supported with unit rate analysis of Non- Scheduled Items on the basis of latest Input Rates. Consultant shall keep on updating Rough Cost Estimates, BOQ till final approval by the Procuring Agency by incorporation the changes, resulting from the revision unit rate analysis or due to any change and design and scope of work. Preparation of revised PC-I if required.

5.3.2.6 **Preparation of detailed Architectural, Structural, Electrical, Mechanical, Landscaping and Area Development Design and Working Drawings**

The Consultant shall provide following services:-

i) Detailed Architectural Design / Drawing, giving details of all the features and fixtures etc. keeping in view the available site and accommodating the requirement of the Procuring Agency.

ii) Prepare perspective view of the interior, exteriors, and its various elements i.e. front / rear sides.

iii) Prepare complete set of detailed architectural and other trades working drawing of the Project (Plans, elevation & sections necessary for execution of the Project).

iv) Prepare complete set of structural drawings giving all the details of reinforcement etc. of the entire Facility.

v) Preparation of detailed design of the external development, internal roads, foot path and external road intersection as well as detailed drawings of drainage of the site as well as protection works.

vi) Preparation of detailed specification of each and every item of works involved in the construction of Facility.

vii) Preparation of detailed specifications and drawings of fire alarm system and firefighting arrangement.

viii) Preparation of detailed specifications and drawings of emergency exits.

- Miscellaneous details / Ancillary works including training work if any.
- Incidental construction detail drawings.

5.3.2.7 **Modifications / Amendments of Contract Drawings**

The Consultant only on the clearing instruction of the Procuring Agency shall modify / amend or issue fresh drawings to the contractor without any extra cost to the Procuring Agency.

5.3.3 **<u>Bid Management</u>**

The consultant shall prepare the tender documents suitable for domestic bidding in compliance of SPPRA along-with up-to-date amendments and additional conditions. After the approval of these documents, Consultant shall be responsible for printing / production of required numbers of bidding documents sets. The biding documents shall be provided to the Procuring Agencyfor sale.

i. Prepare actual cost estimates based on the construction drawings for the establishment of PDMA regional offices. Furthermore, Bills of Quantities, Drawings as per following details such as Tenders can successfully be called without any hassle:-
   - Location Plan.
   - Architectural Design.
   - Structural Plans and detailed construction drawings for structures.
   - Fire alarm and extinguisher arrangement electrical equipment and lifts, elevators etc.

ii. Prepare Expressions of Interests (the **EOI's**), pre-qualification criteria, Request for Proposal (the **RFP**) documents, contracting agreements;

iii. Help the Procuring Agency to invite EOIs, pre-qualify the bidders based on the pre-qualification criterion given in RFQ;

iv. Assist the Procuring Agency to invite proposals from the pre-qualified bidders and handle queries, if any received in response to the RFP, of the pre-qualified bidders by holding a pre-bid conference(s);

v. Assist the Procuring Agency in pre-bid meetings and develop the document containing all the queries, observations and comments raised by the prospective bidders in all the pre-bid meetings;

vi. Assist the Procuring Agency in preparing and issuing the addendum to the RFP document, if required;

vii. Assist the Procuring Agency to evaluate the bids including technical and financial proposals.

viii. Assist the Procuring Agency in preparation of Bid Evaluation Report.

PHASE-II

5.4 **Construction Supervision**

A. Resident Supervision Stage

The Consultant shall perform the duties of "Engineer's Representative / Procuring Agency Representative" as per agreement with the contractor including supervision of construction (with best professional & consulting standards for satisfactory construction) and evaluate the contractor's equipment, plant, machinery and to ensure the compliance with the conditions of the contract. The Consultant shall maintain detailed record of the contractor's deployed resources (establishment, equipment andmaterials), which shall be reported in the monthly progress reports.

B. Services for resident supervision of civil works, electrical, plumbing works

The duties and functions of the Consultant will include as under:-

i. The Consultant resident staff i.e.resident engineer shall assist in interpretation of Architectural, structural and other construction drawings required and apply checks on quality of works materials and workmanship for compliance with specifications and agreement documents with due diligence, efficiency and its importance with specifications and agreement documents with due diligence, efficiency and itsimportance with the best Engineering practice and consulting standards for constructionof all components.

ii. The Consultant will be responsible for resident supervision of the work by a qualified graduate engineer in the respective discipline, earthing system, external sewerage system &disposal external water supply system (according to the requirement of site) etc.

iii. The Consultant shall certify that the works have been / being executed as per design and drawings standard specifications, technically sanctioned estimates and within the provision of contract agreement.

iv. The Consultant shall certify that the works executed in accordance with the established standard criteria and procedure.

v. The Consultant shall ensure that the construction schedule provided in the contract agreement is strictly followed by the contractor.

vi. The Consultant shall certify that the construction material brought by the contractors to be used in the construction works is in accordance with the specification and got tested as per standards practices laid down in specifications and will also ensure the quality control of works.

vii. The Consultant shall report / advise to the PMU of Procuring Agency / Deputy Director (Tech) PDMA Sindh on any issue / problem arising in construction work during the execution of work and suggest remedial measures.

viii. The Consultant will be responsible for testing (on contractor's cost) of:

a. Material
b. Steel
c. Concrete Cubes
d. Water
e. Pipes (Including sewerage and G.I pipes)
f. Compactions & Asphalt Concrete (for roads) and any other test as and when needed.

The Consultant shall be responsible for reports.

ix. The Consultant shall submit the inspection report to the PMU of Procuring Agency / Deputy Director(Tech) PDMA Sindh and send the copies to Director(Operations) PDMA Sindh and Director General PDMA Sindh clearly pointing out the deficiencies (if any) in the work and suggest its remedial measures.

x. The Consultant shall verify the contractor's monthly payments and final payments and certify that payments released to the contractor are for works actually carried out at site and as per rates quoted approved in the tender and as per approved specification.

xi. The Consultant shall recommend to the Deputy Director(Tech) for issuance of completion certificate stating that the work has been completed as per standard specifications, design, drawings, estimates and contract agreement.

xii. One month prior to the expiry of the construction period of the work, the Consultant shall carry out a detailed final inspection of the work and submit a report to the Procuring Agency pointing out the defects short-comings and deficiencies if any in the work and will also get them rectify by the contractor, before making recommendations for the release of security deposit of the contractor.

xiii. Consultant fee will be based on the physical progress/work done on site.

xiv. The Consultant shall perform duties as representative of Procuring Agency to supervise the construction work as per objective and scope of work with the best professional and consulting practice in a proactive manner to ensure that the project is completed as per target / schedule set forth by the Procuring Agency.

xv. In carrying out the assignment the Consultant shall undertake the following works:

a)Issue instruction to the contractor(s) and provide engineering supervision during the execution of work.

b)The Consultants will attend and make measurements and computation of quantities of the completed works or any work which is about to be covered and maintain permanent records of all such measurements as basis for progressive payments to the contractors and keep the measurement documents are records in safe custody.

c)The Consultant will maintain daily record of check requests / tests performed and approval, correspondence and site diaries supported with pictorial evidence (Both hard and soft form) and shall submit the record of daily inspection reports, all the test made to the Procuring Agency on fortnight basis in an electronic form as well as through hard copy.

d)Prepare monthly progress reports, maintain estimate and comparative statement of project costs and submit reports to the Procuring Agency.

e) Will make liaison between the Procuring Agency and contractor.

f) Approve the material testing and deficiencies reports in respect of the same to Procuring Agency.

g) Require, monitor and review the results of tests to be carried out by the contractor in accordance with the construction requirements.

h) Verify the "as-built" drawings for each component of the works prepared by the contractor and require removal of deficiencies found therein.

xvi. The Consultant shall from its own source: establish a site office and meet the running / operational expenses.

xvii. The Consultant shall supervise the construction activity in all matters concerning worker safety and care and advise the contractor / Procuring Agency on any problem arising in the construction work during its execution.

xviii. The Consultant shall check systematically the progress of work according to the construction schedule of the agreement and shall submit monthly progress report in the prescribed format to Procuring Agency pointing out the deficiencies and suggest remedial measure.

xix. Consultant shall be responsible for getting all such defects rectified from the concerned contractors(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.

xx. Procuring Agency shall authorize his representative which may regularly visit the site for checking resident supervision of the Consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work at site.

5.5 Post Construction Report

i. The Consultant shall carry out detailed final inspection of the work and shall recommend to the Procuring Agency / PMU for issuance of completion certificate stating that the work has been completed as per design, drawings, standard specifications and contract agreement.

ii. Prepare list / inventory and hand over to the Project Director / PMU, all correspondence with contractor(s) dairies, testing of materials, IPCs, FPCs / final accounts, claims / disputes, court cases and assets, etc. on completion.

iii. The Consultant shall be responsible for successful handing over of the project by contractor to the Procuring Agency / PMU in accordance with the contract documents.

5.5.1 Reporting Requirement / Deliverables

The Consultants will prepare a detailed progress report (5 hard copies with one soft copy) summarizing the work completed in the preceding month, resources deployed by the contractor(s) with a comparison via-a- vis initial baseline construction schedule, cash flow forecast for the next month based on the most recent updated Critical Path Method (CPM) schedule. Themonthly progress report shall essentially contain the following information.

a. Original and executed (to date) B.O.Q quantities as per specified work breakdown structure (WBS).

b. Activities histogram in the form of linear progress chart, monitored physically to date.

c. Activity-wise works started, completed and ongoing.

d. Status of IPC's paid / pending for payment besides highlighting problems encountered in the execution of work with recommendations to resolve these issues.

e. Maintaining estimate and comparative statement of project costs.

All record at the end of the project shall become the property of Procuring Agency / PMU.

5.5.2 Technical / Laboratory Reports

The Consultants shall produce necessary technical reports, lab reports as per clause 5.4(B)(Viii), (5 hard copies with one soft copy) dealing with the problems encountered during the administration of the contract agreement on prescribed form & on weekly basis.

5.5.3 Inspection Reports

a. The Consultant shall keep the record of daily inspection & material test (in respect of receipt) reports in the prescribed forms at the site office and submit it to the Procuring Agency / PMU on weekly basis.
b. One month prior to the expiry of completion period, the Consultant shall carry out a detailed final inspection of the work and submit a report to the Procuring Agency / PMU pointing out the defects in the work, if any.
c. Give notices to the contractor for any defect / deficiency and ensure their timely rectifications. In case of persistent delay in the compliance of the directions issued by him, appropriate action against the contractor shall be taken / recommended to the Procuring Agency / PMU under clauses of contact agreement.
d. The Consultant shall be responsible for getting all such defects rectified from the concerned contractor(s) and final payment(s) of the contractor(s) shall be verified only after satisfactory removal of the defects.
e. The Consultant shall keep record of the daily inspection report and inform the Project Director about the potential problems which may arise a hamper progress of work besides making suitable recommendations for their solution at a minimum expense.
f. The Consultant shall also be responsible for maintaining complete record of correspondence with the contractors and other agencies, etc. Copy of such record shall be provided to Procuring Agency / PMU regularly for its evaluation / record.

5.5.4 Final Completion Reports

The Consultant will prepare a comprehensive final report (5 hard copies with one soft copy) for the contract on substantial completion. This report shall summarize the method of construction location, details of works carried out, construction supervision performed during the project with visible and invisible benefits of the project by considering various indicators such as social-economic uplift, literacy, industrialization, job opportunities. The report shall contain.

a. As built drawing: The drawings shall be prepared by the contractor and approved by the Consultants.

b. Project Quantities: Folders along with soft copy.

c. Comparison of initial and final BOQs.

d. Deduction sheet, if any, based on handing over reports.

5.5.5 Project Diary

The Consultant shall monitor and appraise progress of work and maintain daily project diary by recording all events pertaining to the administration of the contract, which may be of assistance in resolving claims, disputes and queries if any.

5.5.6 Role of Procuring Agency

The Rehabilitation Department, Government of Sindh will provide necessary inputs regarding design of the project “Establishment of Regional Offices of Provincial Disaster Management Authority(PDMA) Sindh at Larkana, Shaheed Benazirabad & Mirpurkhas” related infrastructures through its highly experienced Faculty as well as technical expertise.

6. EVALUATION CRITERIA AND SCORING SYSTEM

A – Evaluation Criteria

The evaluation of the technical and financial bids shall be held under the Least Cost Selection Method (LCSM). The total score of the technical evaluation shall be 100, out of which 80% shall be the technical qualification. The lowest financial bid price of technically qualified bidder shall be the preferred bidder.

1. Evaluation of Technical Proposals

1.1 The Technical Proposal will be evaluated on the basis of Consultants' relevant experience, its understanding of assignment, proposed methodology, financial capability and Work Plan, the experience of Key professional staff. Only those Consultants' whose Technical Proposals score 80% marks or more shall qualify for further consideration, and shall be ranked from highest to lowest on basis of their raw technical score (RTS). Financial proposals of those bidders who secure less than 80% marks shall be returned un-opened to the firm/consortium.

2. Financial Bid opening

2.1 A public Financial Bid opening shall be held at the time, date and venue which shall be communicated to all technically qualified Bidder(s).

2.2 Confirm submission of bid security shall be checked first. In case the bid security is not submitted along with the financial proposal in the same sealed envelope, such proposal(s) shall be rejected without being evaluated.

2.3 The Bid with the lowest financial bid price shall be declared as the preferred bidder and issued Letter of Acceptance, containing invitation for contract negotiation. Any factor having a bearing on the quoted price shall not be subject to negotiations.

2.4 The Contract shall however, be signed after getting the same duly vetted and approved from the competent authority.

B – Scoring System

The Technical Proposal will be evaluated on the basis of the criteria given below:

Criteria		Marks
1. *Firm's relevant Experience*	Detailed design experience of completed Multi-storied Building projects 5 or more projects20 marks 04 projects 16 marks 03 projects 12 marks 02 projects 08 marks 01 project04 marks	20
	Engineering feasibility study experience of infrastructureprojects (buildings/ utilities) 5 or more projects 05 marks 4 projects 04 marks 3 projects 03 marks 2 projects 02 marks 1 project 01 mark	05
	Consultancy experience to conduct tendering process (for public sector) pursuant to public procurement rules: 5or more projects 10 marks 4 projects 08 marks 3 projects 06 marks 2 projects 04 marks 1 project 02 marks	10
	Construction supervision experience of multi-storied building projects 5 or more projects 15 marks 4projects 12 marks 3 projects 09 marks 2 projects 06 marks 1 project 03 marks	15
	TOTAL	**50**
2. Key Professional Staff	Project/Resident Engineer x 1 for Project 10 marks Building/Structure Engineer x 1 for Project 10 marks Quantity Surveyor x 1 for Project 04 marks Inspector (Works) x 2 for each Station 06 marks (1 for utilities & 1 for civil works)	30
	TOTAL	**30**
3. Financial Capability	* Average Annual Turn-over of last three years (In case of Consortium, the Lead member shall provide audited financial statements) PKR 100million or above 10marks PKR 90 million or above09 marks	10

	PKR 80 million or above 08 marks PKR 70 million or above07 marks PKR 60 million or above06 marks PKR 50 million or above05 marks PKR 40 million or above 04 marks PKR 30million or above03 marks PKR 20million or above02 marks PKR 10million or above01 mark	
4. Understanding of the Assignment and Proposed Methodology	Appreciation of TOR and understanding of the assignment	02
	Proposed Methodology	07
	Work Plan and Manning Schedule	01
	TOTAL	**10**
	Total	**100**

The Provincial Disaster Management Authority may conduct a Presentation from bidders during the technical evaluation period for clarity on Technical Proposal for the assignment.

The weight age points given to evaluation sub-criteria for qualifications and competence of key staff are:

Weight-age points for Key Professional Staff

Description		**Weight (%)**
1. General Qualifications Masters degree in civil engineering or relevant (25%) Undergraduate degree (Bachelors) in civil engineering or relevant (15%)		25%
2. Relevant Experience and suitabilityfor the Project		75%
Relevant Experience		
Project /Resident Engineer 5 years of relevant experience – 75% 4 years of relevant experience – 40% 3 years of relevant experience – 25% Less than 3 years – 0%	Building / Struture Engineer 5 years of relevant experience – 75% 4 years of relevant experience – 40% 3 years of relevant experience – 25% Less than 3 years – 0%	
Quantity Surveyor 5 years of relevant experience – 75% 4 years of relevant experience – 40% 3 years of relevant experience – 25% Less than 3 years – 0%	Inspector(Works) 3 years of relevant experience – 75% 2 years of relevant experience – 40%	
Total		**100%**

7. 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 time the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoS.

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

8. AFFIDAVIT

To:
Director General,
Provincial Disaster Management Authority,
Government of Sindh

Re: **Consultancy Services for construction supervision of regional offices at Larkana, Shaheed Benazirabad and Mirpurkhas**

[Date]

Pursuant to the Request for Proposal document dated [*Please insert the Date*] in respect of the Project, [*Name of Prospective Bidder/Lead Member of Consortium]* hereby represents and warrants that, as of the date of this letter [*Name of Prospective Bidder/Lead Member of Consortium*], and each member of our Consortium (if applicable):

(a) is not in bankruptcy or liquidation proceedings;

(b) has not been convicted of, fraud, corruption, collusion or money laundering;

(c) is not aware of any conflict of interest or potential conflict of interest arising from prior or existing contracts or relationships which could materially affect its capability to comply with the obligations under the Consultancy Contract; and

(d) does not fall within any of the circumstances for ineligibility listed in Section 2.16 (Basic Eligibility Criteria) of the Invitation for Proposal.

Yours Sincerely,

Authorized Signature
Name and Title Signatory
Name of Firm
Address