

OFFICE OF THE

EXECUTIVE ENGINEER, PROVINCIAL HIGHWAY DIVISION SUKKUR

No. TC / G-55 / 310 / of 2017,

Dated: - 12/4/2017

To,

The Manager (Assessment-III)
Government of Sindh
Sindh Public Procurement Regulatory Authority
Karachi.

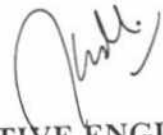
SUBJECT: - SUBMISSION OF NOTICE FOR HIRING SERVICES OF CONSULTANTS / FIRMS.

* * * * *

The Notice for Hiring Services of Consultants / Firms along with following requisite documents are sent herewith for information and further necessary action.

1. Notice for Hiring Services of Consultants / Firms.
2. Notification of Procurement Committee.
3. Notification of Complaint Redressal Committee.
4. Book of Terms of References (TOR) and scope of services.

D.A / as Above...


EXECUTIVE ENGINEER
Provincial Highway Division
Sukkur

1. Copy forwarded to the Chief Engineer, Highways Sukkur for favour of kind information.
2. Copy forwarded to the Superintending Engineer, Provincial Highway Circle Sukkur for favour of kind information.

1
EXECUTIVE ENGINEER
Provincial Highway Division
Sukkur

BP/PA INWARD CLARY
NO: 3356
DATED: 14-04-17

OFFICE OF THE
EXECUTIVE ENGINEER, PROVINCIAL HIGHWAY DIVISION SUKKUR

No. TC / G-55 / PQ / 309 / of 2017,

Dated: - 12/4/17

NOTICE FOR HIRING SERVICES OF CONSULTANTS / FIRMS

For the following Development / on-going ADP Schemes requires consultancy service for period of Two years. The Technical Report is invited from the professional consultants / Engineering organizations having vast experience with the road construction work.

- (i) ADP No: 2475 Widening & Reconditioning of Old National Highway Passing through Ali Wahan Town (4.63 Kms) (Rs. 350.00 (M))
- (ii) ADP No: 2720 Construction / Improvement of road from Shikarpur Railway Crossing to New Bus Terminal via Sabzi Mandi (Dual Carriageway) (4.43 Kms) (Rs. 400.00 (M))
- (iii) ADP No: 2721 Construction / Widening & Reconditioning of road from N-65 @ Point City School Landsdown Bridge on Bunder road via Lakhan Village (Ring road of Sukkur City 12.00 Kms) (Rs. 330.00 (M))


The Technical report may reach this office on or before 03-05-2017 under scaled cover.

The professional consultants / Engineering organization are required to send the following particulars / documents in shape of brochures along with Technical reports.

01. Company profiles.
02. List of full time Technical supervisory staff along with their brief Cvs.
03. Registration as consultants with Pakistan Engineering Councils.
04. Income Registration and Income tax clearance certificate.
05. Detailed similar project already completed or in hand with cost of projects.
06. Performance Certificate issued by different organizations.
07. Financial stability Certificate issued from the recognized banks.
08. Affidavit regarding non-involvement in any arbitration / litigation with any Government Agency / Department.
09. Any other relevant information to facilitate in decision making.
10. The consultants / Engineering organizations furnishing wrong information are liable to legal action and disqualification.
11. Copy of Terms & References (TOR) and scope of services can be had from this office on payment Non-Refundable fee Rs. 3000/-.
12. TOR can also be downloaded from Website of SPPRA.


The financial proposal will be obtained from the consultants / organizations who will qualify after vetting of their Technical reports and scrutiny of brouchers by the competent authority.

The undersigned reserves the right to reject any or all application for pre-qualification without assigning any reason thereof.


EXECUTIVE ENGINEER
Provincial Highway Division
Sukkur

Copy forwarded with compliments to: -

01. The Secretary Information Technology Department Government of Sindh, Secretariat No: 06 Karachi with copies of N.I.T and C.D for favour of information & placing them on the Website of Government of Sindh.
02. The Director Information (Advertisement) Public Relation Department Government of Sindh Block no: 96 Karachi along with 6 spare copies for insertion. He is requested that the advertisement may appear in English, Urdu and Sindhi newspaper wide publicity.
 - (a) The advertisement in question is essential.
 - (b) The concerned advertisement has the approval of Governor / Minister / Chief Secretary.
 - (c) Advertisement charges for the relevant advertisement shall be left out of the development Non-development budget for which sufficient funds are available during the current financial year.
03. The Chief Engineer Highways Sukkur.
04. The Superintending Engineer Provincial Highway Circle Sukkur.
05. The Executive Engineer Provincial Highway Division (all) for vide publicity.
06. The Assistant Engineer Highway Sub-Division (All) under Provincial Highway Division Sukkur.
07. The P.A to Minister W&S Department Karachi.


EXECUTIVE ENGINEER
Provincial Highway Division
Sukkur

NOTIFICATION

No. F&A(W&S)3-9/2014 With the approval of Competent Authority a Consultant Selection Committee is constituted with the following composition, in terms of Rule-67 of Sindh Public Procurement Rules-2010 (Amended 2013) that following **scheme are as under:-**

1. **ADP NO. 2478 (2016-17) Widening / Resurfacing of National Highways Passing through M. Wahan Town vide (S.O-2714/6) Km(s) Estimated Cost Rs. 353.778(M)**
2. **ADP NO. 2720 (2016-17) Construction / Improvement of road from Shikarpur Railway Crossing to New H- Terminal via Sahri Masjid (Dual Carriageway) 3 mile 0-0-2/6(4.43 Km) Estimated Cost Rs. 311.610(M)**
3. **ADP NO. 2721 (2016-17) Construction / Widening & Reconditioning of road from N-65 / P. M. C. School Landrova (bridge on Dunder road) via Lakhan village (Ring road of Sukkur) 4 mile 0-0-7/4(12.09 Km) Estimated Cost / Rs. 334.620(M)**

Consultant Selection Committee

- | | |
|---|----------|
| 1. Superintending Engineer, (W&S), Sukkur. | Chairman |
| 2. Representative of the Planning & Development Department | Member |
| 3. Representative of the Finance Department | Member |
| 4. Mr. Saad Ahmad Shaikh, Executive Engineer, Foreign Aid and Special Project Sukkur. | Member |
| 5. Executive Engineer, Highways Division, Sukkur. | Member |

2. The Functions & Responsibilities of the Committee will be same as specified in Rule-67 of Sindh Public Procurement Rules-2010 (Amended 2013).

SECRETARY TO GOVT. OF SINDH

No. F&A(W&S)3-9/2014

Karachi, dated the ^{27th} March, 2017.

A copy is forwarded for information to:-

01. The Accountant General, Sindh, Karachi.
02. The Managing Director, SPPRA, Karachi.
03. The Chief Engineer (Highways), Sukkur.
04. The Superintending Engineer, Provincial Highways Circle, Sukkur.
05. The Chairman / Members of the Committee.
06. The Deputy Director (Monitoring), PM&E Cell, W&SD.
07. P.S to Secretary, W&S Department.
08. Notification file.

Dual
27/03



GOVERNMENT OF SINDH
WORKS & SERVICES DEPARTMENT

Karachi, dated the 22nd May 2014.

NOTIFICATION

No.E&A(W&S)3-9/91(PT-V): With the approval of Competent Authority, a Committee with the following composition, in terms of Rule-31 of Sindh Public Procurement Rules-2010, is hereby constituted in the Works & Services Department for redressal of grievances and settlement of disputes, if any, arises between procuring agency and bidders in the Region of Chief Engineer (Highways), Sukkur:-

- | | | |
|------|---|----------|
| i) | Chief Engineer (Highways),
Sukkur. | Chairman |
| ii) | Mr. Abdulla Idris,
Team Leader,
Flood Emergency Reconstruction Project,
ACC Consultants Private Limited,
Islamabad. | Member |
| iii) | District Accounts Officer,
Sukkur. | Member |

2. The Functions & Responsibilities of the Committee will be same as specified in Rules-31(4) and (5) of Sindh Public Procurement Rules-2010

QAZI SHAHID PERVEZ
SECRETARY TO GOVT. OF SINDH

No.E&A(W&S)3-9/91(PT-V):

Karachi dated the May 2014.

A copy is forwarded for information to:-

1. The Accountant General, Sindh, Karachi.
2. The Managing Director, SPPRA, Karachi.
3. The Chief Engineer (Highways), Sukkur.
4. The Deputy Secretary (Staff) to Chief Secretary, Sindh, Karachi.
5. The Chairman / Members of the Committee
6. The Deputy Director (Monitoring), PM&E Cell, W&SD.
7. P.S to Secretary, W&S Department, Govt of Sindh, Karachi.
8. The District Accounts Officer, Hyderabad.
9. Notification file.

(Signature)
22/5/14
SECTION OFFICER (GENERAL)
FOR SECRETARY TO GOVT. OF SINDH

227 11. TERMS OF REFERENCE AND SCOPE OF SERVICES

TERMS OF REFERENCE (TORS)

1. BACKGROUND:

Government of Sindh, Works & Services Department has approved the following three Schemes:

- (i) WIDENING /RECONDITIONING OF NATIONAL HIGHWAY PASSING THROUGH ALI WAHAN TOWN MILE 0/0-2/4(4.63KMS) ADP NO:2475(2016-17).
- (ii) CONSTRUCTION/IMPROVEMENT OF ROAD FROM SHIKARPUR RAILWAY CROSSING TO NEW BUX TERMINAL VIA SABZI MANDI (DUAL CARRIAGWAY) MILE 0/0-2/6(4.43KMS) ADP NO:2720(2016-17).
- (iii) CONSTRUCTION /WIDENING & RECONDITIONING OF ROAD FROM N-65 @ POINT CITY SCHOOL LANDSDOWN BRIDGE ON BUNDER ROAD VIA LAKHAN VILLAGE (RING ROAD OF SUKKUR CITY) MILE 0/0-0/7(12.00KMS) ADP NO:2721(2016-17).

The above Development Schemes will be implemented through Provincial Highway Division Sukkur of Provincial Highway Department Works & Service Department. Government of Sindh is funding the above projects / schemes through Annual Development Programme.

As a part of the project, the Works and Services Department (Employer) requires the Consultancy Services for the Execution of the above Schemes.

The PC-Is of the above schemes have already been approved and the portion of the budget allocated / released will be utilized for the above Consultancy Services.

2. The scope of work required under the said consultancy services is outlined in this section of RFP.

3. THE CONSULTANT:

The services will be provided by a reputable consulting firm, or a joint venture or consortium of consulting firms to be selected by Provincial Highway Department / Works & Services Department, Government of Sindh in accordance with the SPP Rules Amended 2013. The consulting firm will provide the staffing for carrying out the Detailed Construction Supervision Services, as mentioned in Para 1 above of this RFP for the Schemes I, II and III. The final staffing will be adjusted to suit the actual procurement and implementation schedule. The Consultant must be registered with Pakistan Engineering Council (PEC) in the required category.

4. OBJECTIVES:

The overall objectives of this assignment are: -

- a. Ensure that high quality construction is achieved in time within budget and that all works are carried out in full compliance with the technical specifications, agreed work schedule, and within the terms and conditions of contract documents and sound engineering practices.
- b. Ensure that the supervision of works, including quantity measurement and quality assurance, is carried out so that the all works are completed in accordance with the contract documents and well within the Contract Period.

5. SCOPE OF WORK:

5.1 GENERAL DUTIES & RESPONSIBILITIES OF THE CONSULTANTS:

The general duties & responsibilities of the consultant include but are not limited to the following: -

- a. The Consultant will be designated as "The Engineer" for all civil and ancillary works financed under the project. The consultant will manage and get the civil works contracts executed and will assist the Employer in making engineering decisions / approvals. The consultant will be responsible for quality control / assurance, provide general guidance and furnish timely response in all matters relating to the civil works, and ensure that all clauses of the contract agreement are strictly followed.
- b. The consultant will advise the Employer on all matters relating to the efficient and successful execution of the civil works contracts, take and will act at all times to protect the interests of the project and will adopt all reasonable steps to keep the construction costs to a minimum, consistent with sound economic and current engineering practices.
- c. Assist the Employer in project implementation / monitoring.
- d. Undertake any survey if required.
- e. Collect data, study and evaluate from various agencies to arrive at most economical engineering solution for the subject projects.
- f. Any other task / work related to Engineering and Project Management.

5.2 DETAILED CONSTRUCTION SUPERVISION PHASE AND POST-CONSTRUCTION SERVICES FOR CONSTRUCTION OF

- (I) WIDENING/RECONDITIONING OF NATIONAL HIGHWAY PASSING THROUGH ALI WAHAN TOWN MILE 0/0-2/4(4.63KMS)ADP NO:2475.
- (II) CONSTRUCTION/ IMPROVEMENT OF ROAD FROM SHIKARPUR RAILWAY CROSSING TO NEW BUS TERMINAL IA SABZI MANDI (DUAL CARRIAGWAY) MILE 0/0-2/6(4.43KMS)ADP NO:2720.
- (III) CONSTRUCTION / WIDENING & RECONDITONING OF ROAD FROM N-65 @ POINT CITY SCHOOL LANDSWON BRIDGE ON BUNDER ROAD VIA LAKHAN VILLAGE (RING ROAD OF SUKKUR CITY) MILE 0/0-7/4(12.00KMS)ADP NO:2721.

1. Resident Engineer, the Representative of Consultants will implement the construction work and ensure that the works are constructed in accordance with its provisions / specifications. Resident Engineer will get all the work done as per Terms and Conditions of Contract as given in the Contract documents. Resident Engineer acts as representative of the Engineer. Following, will be retained and exercised by the Employer, generally on the advice of The Engineer:
 - a. Issuing the order to commence the Works;
 - b. Approving variation orders that have financial implications;
 - c. Approving significant variations in quantities;
 - d. Any contractual matter involving financial impact;
 - e. Approving subletting any part of the Works; and
 - f. Approving Extension of Time.
2. The objectives of the consultancy services under this head are:
 - a. The Engineer will manage civil works contracts properly and will include field measurements and quality assurance of work.
 - b. Detailed Construction Supervision of project implementation activities of above cited works to be carried out by the contractor to ensure complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Documents.
 - c. Efficient construction supervision by personnel who are experienced in the modern method of construction supervision and contract management CVs of such supervisor are to be provided.
 - d. Ensure high standards of quality assurance in the supervision / execution of work.
 - e. Ensure completion of the works within the stipulated period and / or identify impediments if any to this effect.
3. The main features of Contract Management Framework (CMF) envisaged for the execution of the proposed construction of works are: -
 - a. For administration of the contract under the project, the Works and Services Department, Government of Sindh will be the Employer. The employer will implement the Project through Provincial Highway Division Sukkur headed by Executive Engineer who is assisted by appropriate professional and support staff. The Executive Engineer will act as the Employer's Representative.
 - b. The Consultant shall nominate a Representative who shall be called the Team Leader, and will act as "The Engineer". The Engineer shall have a team of experienced professional and support staff for the execution of the Consultancy Services under the Contract.

- c. The Supervision Consultant will make the necessary measurements and control the quality works and shall make all Engineering determinations required during the implementation of the contract, he shall seek prior approval of the Employer with regard to the following keeping in view the Condition of Contract as well as:
- i. Any variation and deviation with financial implications.
 - ii. Additional items, sums or costs and variations of rates and prices.
 - iii. The subletting of and part of works.
 - iv. Suspension / termination of the Contract for Works.
 - v. Change in specification and deviation from approved drawings.
 - vi. Any other as required as per Condition of Contract of Construction Contract.
 - vii. Assist with interpretation of the Contract Documents, explain and or reconcile any ambiguities and or discrepancies in the Contract Documents, and comply with provisions of the Contract; and provide Employer all relevant documentation needed for settling disputes (if any) with the Contractors, and make recommendations to Employer for resolving the Contractor's Price Adjustment claims, time extensions, variation orders, subletting, additional cost, rate and price fixing etc.
 - viii. Advise the Employer when required for effective liaison with local authorities, police, landowners, utility owners, the public and other organizations affected by the Works in order to minimize or avoid unnecessary delays or disputes.
 - ix. Jointly inspect with Employer the completed Works, and assist in formal Taking Over and review and approve or prepare "As Built Drawings and plans" (as the case may be), and provide report(s) testifying to the satisfactory completion of the Contract.
 - x. Assist Employer in settling any Audit Para's and Objections raised, and prepare replies related to the project, and provide the entire relevant documents/papers/letters etc. to support the replies - until one year after completion of Works.
 - xi. Establish a comprehensive system of maintaining site records including site correspondence, inspection records, test data, site diaries, records of meetings, financial records, progress records etc. Upon completion of the Project all record/data scanned on a CD with multiple copies shall be submitted to Client. Provide any other specialist (additional) services requested by Employer under conditions to be mutually agreed.
 - xii. Review and approve the contracts work programme and progress schedules ensuring that the contractor have incorporated / followed the most effective and expeditious methodology of carrying out the works and advise the contractor in setting up a computerized project control system for reporting physical and financial progress as well as forecast (S-curves).

- xiii. Assess and keep record of minimum construction equipment, plant and machinery requirements, by type, model and specifications, monitor and update in order to keep a check on the contractor's mobilization.
 - xiv. Review/update and finalize construction schedules as submitted by Contractor showing the anticipated progress of works and expenditures of the Contract. The schedules will reflect seasonal climatic effects at the Works sites and will take into account all factors pertaining to delay of the project.
4. The specific Scope of Consulting Services for construction supervision phase shall include but not necessarily be limited to the following:

ADMINISTRATING, PROJECT MONITORING AND CONTROL:

- (a) To assist Employer in contract administration and management of the project.
- (b) To act as "The Engineer" for the purpose of civil works contract.
- (c) To assist in interpretation of Technical Specification and Contract Documents.
- (d) Scrutinize and recommend the Contractors' detailed work programme, suggest modifications if any, after a careful study keeping in view the overall interest of the project. After having approved by Employer, the same will be issued to the Contractor for implementation with copy to the Employer.
- (e) Scrutinize and/or review Contractor's superintendence/supervision, personnel and suggest modifications, if any.
- (f) Initiate advance actions for handing over site and/or issue of drawings, and / or advise Employer.
- (g) Scrutinize the Construction Methods proposed by the Contractor for carrying out the works to ensure that these are satisfactory with particular reference to the technical requirements, project implementation schedule as well as safety of works, personnel and the general public.
- (h) The Engineer is to approve the working drawings / shop drawings prepared by the Contractor before execution of the work and issue the same to the contractor such drawing will be based in harmony with construction drawings.
- (i) Liaison and co-ordination through client with the local authorities for shifting of utility services, wherever required.
- (j) Certify 'As constructed' drawings for each component of the works finished / completed by the Contractor.
- (k) Review and ensure conformity of Contractor's securities are on approved formats. Securities in the form of Bank Guarantee will only be acceptable in case of secured advance / mobilization advance.

- (l) Maintain a day-to-day diary recording all events to the works. A Daily Work Progress Report (DPD) will also be submitted to Managing Director.

CONSTRUCTION SUPERVISION

- (a) Carry out detailed checking and verification of the setting-out data for the work including lines, levels and layout to ensure conformity with the working drawings.
- (b) Carry out inspection of the contractor's equipment, machinery, installations, housing and medical and mandatory facilities etc. and to ensure that they are adequate and are in accordance with the terms and conditions of the contract.
- (c) Direct the Contractor to carry out all such works to do such things as may be necessary to avoid or to reduce the risk in case of any emergency affecting the safety of life or to reduce the risk in case of any emergency affecting the safety of life or of the adjoin property and advise the Employer as soon thereafter as is reasonably practicable.
- (d) Inspect Works on substantial Completion before taking over and indicate the Employer any outstanding work / punch list to be carried out by the contractor during the Defect Liability period.

QUALITY ASSURANCE OF MATERIALS AND WORKS

- (a) Evolve and implement a system for the quality assurance of the works. The systems of control or quality of materials shall also include sampling methods and accepting criteria. The sampling methods and the acceptance criteria shall be based on statistical methods and the recommendations of the relevant codes, standards and international practices. Any other aspects for proper quality control shall be finalized and executed accordingly.
- (b) Inspect the quality of works with regard to workmanship and compliance with the specifications, order / supervise/ perform tests on materials and / or work and approve / disapprove the Contractor's plant and equipment.
- (c) Review and approve the test results/certificates of all construction materials and / or sources of materials and carry out additional tests as necessary to establish their quality.
- (d) Associate with the work tests being carried out by the contractor and undertake additional tests as necessary to assess the quality of works.
- (e) Carry out technical supervision of the works to ensure their quality and conformity with the standards and specifications as per contract. In addition to assessing and checking the laboratory and field tests carried out by the Contractor, the Consultants shall carry out independent tests as necessary to establish their quality.
- (f) **In the event any material or item of works is found to be substandard and unacceptable, the Consultant shall initiate actions so that such cases do not recur and the rejected material is removed from project area at least 7KM away from project area.**

- (g) **Maintain a permanent record in MBs of all measurements for the work quantities to be paid for and the results of all tests carried out for monitoring the quality of works.**
- (h) **Maintain Contractor's daily record of event diary to be produced to inspecting officer for his endorsement / comments.**

MEASUREMENT AND PAYMENT

- (a) Take field measurement of all items of works and of quantities of materials incorporated in the work and maintain up to date books containing such computations or other information concerning the use of construction materials, properly segregated in to sections of construction.
- (b) Maintain up to date records of remaining quantities to be incorporated in the work and monitor the expected project cost based upon the remaining quantities. General records of all labour and specified materials used in the works, including copies of orders, delivery notes and invoices for such materials and details of wage rates paid by the contractor shall be maintained.
- (c) Prepare a schedule for placing the orders for specified material, in consultation with the contractor, to minimize the financial effects of escalation in the price of those materials.
- (d) Certify that work volume and recommend the interim / final certificate for payment accordingly.
- (e) Furnish the certificate to the Employer that the items included in the Contractor's bills satisfy the required quality of works and are acceptable with regards to the standards and specifications prescribed in the Contract.
- (f) Check and certify all requests for payments, all monthly bills, interim bill and final bill of the Contractor.
- (g) Scrutinize and advice the Employer upon the claims raised by the Contractor, if any.
- (h) **To perform repeat tests or check measurements, if directed by the Employer. These repeat tests or measurements may be conducted in presence of Employer or his representatives as may be directed on no cost basis.**
- (i) In case of conflicts, perform tests or measurements of any or all of the items in presence of Employer.

PROGRESS OF WORK

- (a) Implement a system for monitoring the progress of work based on computer project management techniques.
- (b) Systematically check the progress of the Work and order the initiation of the work, which is part of the Contract.

- (c) Maintain an up-to-date status of all construction activities against the original schedule for completion of works.
- (d) Shall investigate and initiate early action with regard to the delays in the execution of works. The Resident Engineer shall explain in his monthly progress and special reports the reasons for delays and explain the actions to be taken already taken to correct the situation. All reports prepared by the Consultants' Team shall be objective and shall substantiate any event! recommendation with factual data and information. The progress Reports shall contain the pertinent data and chart form and shall clearly bring out the comparison between the projected and the actual work done using "S" curves **both based on early start & late start** and / or any other widely accepted superior methods of representation.
- (e) Financial progress must commensurate to physical progress.

5. LAND ACQUISITION PLANS

- i. Prepare land plans and land statements in consultation with the Employer and Revenue Authority (if required).
- ii. Prepare the details lists of damages of settlements and other agriculture crops and assist the clients in awarding the compensation for the same.

6. PROJECT IMPLEMENTATION SCHEDULE

It is envisaged that the Construction Supervision" phase& Post Construction Phase (DLP) for the above mentioned projects shall be as follows:

(a) Construction Phase	15 Months
(b) Post Construction Phase (DLP)	03 Months
	(3 months for project accounts finalization and for project monitoring and issuance of Defects Liability Certificate).

CONSULTANT'S REPORTING OBLIGATIONS

5.0 REPORTING & DOCUMENTS REQUIREMENTS

The Consultant will prepare and submit three (03) copies of each of the under mentioned reports. The format of these reports shall be mutually agreed with the Employer and his representative.

- i. **Inception Report.** The Consultant will submit an Inception Report within one (01) month after mobilization. This will contain full detail of the consultant's supervision, & contract administration methodology and staff plan with supporting CVs of professional staff and projected monthly billing.
- ii. **Monthly Contract Administration Report.** The Consultant will, no later than the 10th of each month, prepare a narrative progress report summarizing:
 - a. Construction progress i.e. work done versus payment recommended during the month and cumulative to date and drawing specific attention to any major causes of delay (administrative, technical or financial) with details of remedial action taken or recommended to the Employer / Client.
 - b. The Consultant will advise on expected completion cost and draw attention to any major changes in the project budget including details of remedial action taken or recommended to the Employer / Client.
 - c. Brief on all correspondence exchanged with the Contractor / Consultant particularly relating to contractual clauses, with financial and time implications.
 - d. Technical appreciation of any design or quality control problems including details of remedial action taken or recommended to the Employer / Client.
- iii. **Technical Reports:** The Consultant will produce as necessary technical reports (if any) dealing with project matters during implementation.
- iv. **Revised PC-I Documents (if Required) (10 Copies each PC-I):** If the PC-I warrants to be revised as per Rules, then the Consultant have to prepare and submit the same for approval of the Competent Forum.
- v. **Interim Completion Reports:** The Consultant will prepare completion report within 30 days of issuance of Taking Over Certificate/Certification of Completion. This report shall summarize the implementation and financial history of the project. The defects / punch list provided to the Contractor and all outstanding claims awaiting settlement.

- vi. **Final Project Completion Report:** The Consultant will prepare a comprehensive Final Completion Report within 90 days after Issuance of the Taking Over Certificate of the last civil work. The Completion Report shall summarize the method of construction and will get as built drawings prepared by Contractor / Consultant. Rectification of defect will also be recorded and any follow up should be recommended for adopting future projects.

Section 2. Information to Consultants – Data Sheet

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 is eligible.

7. Eligibility of Sub-Consultants

A short listed 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.

9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be

less than one percent and shall not exceed five percent of bid amount).

10. Clarification and Amendment in RFP Documents

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The 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 be 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) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last 5 Years (PA may give number of years as per their requirement) years.
- (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
- (vii) Any additional information requested in the Data Sheet.

14. Financial Proposals

13.3 The Technical Proposal shall not include any financial information.

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:
(LCS , QCBS, and Fixed Budget Selection Methods Only)**

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

**19. Evaluation
of Financial
Proposals**

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.

- 19.1 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.
- 19.3 In case of **Least Cost Selection LCS Method**, the bid found to be the lowest evaluated bid shall be accepted.
- 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 of Fixed-Budget and 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 prerequisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

21. Technical negotiations

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

22. Financial negotiations

22.1 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm's tax liability, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. Consultants will provide the PA with the information on remuneration rates described in the Appendix attached to Section 4 (i.e. Financial Proposal - Standard Forms of this RFP).

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.

PROJECT STAFFING REQUIREMENTS

The Consultant is expected to provide the following personnel for the periods for different assignments of Construction Phase, as indicated in sub head 6 above. The deployment of the Consultant's Staff will be on need and as when required basis subject to the prior approval of the client.

(a) CONSTRUCTION PHASE:

It is envisaged that the Team of Construction Supervision Consultant Shall have the following professionals and supporting indicative staff for entire duration of 18 months:

S. No.	Position	Qty.	Man-Month
Key Staff			
1.	Team Leader (The Engineer)	1	15
2.	Resident Engineer	1	15
3.	Quantity Surveyor	1	15
4.	Site Inspector / Supervisor	3	15 × 3 = 45
5.	Surveyor	2	15 × 3 = 45
6.	Lab Technician	3	15 × 3 = 45
Supporting Staff			
7	Accountant / Admin	1	15
8.	Computer Operator	1	15
9.	Peon / Messenger	1	15
16.	Cook	1	15

(b) POST – CONSTRUCTION PHASE (DLP)

S. No.	Position	Qty.	Man-Months
Key Staff			
1	Team Leader (The Engineer)	1	1.0 (As and when required)
2.	Resident Engineer	1	3
3.	Quantity Surveyor	1	3
Supporting Staff			
4.	Accountant Admin	1	3
5	Computer Operator	1	3
6.	Peon / Messenger	1	3

FACILITIES DURING SUPERVISION CONSTRUCTION PHASE

The Employer will provide the following inputs and facilities:

- i) No any counterpart facilities during the contract will be provided by the Employer except the administrative facilities in performing the services and the documents related to the project works available in in the department.
- ii) All the facilities required by the Consultants in performing their services smoothly are deemed to be inbuilt in Consultant's Contract and will not be provided / paid separately.