



No./MS/CHK/2017-2018/ 34566

Civil Hospital,

Baba-e-Urdu Raod, Karachi

Dated: 02-08-2017

REQUEST FOR PROPOSAL

HIRING OF COSULTANCY SERVICES FOR "TENDER DESIGNS AND CONSTRUCTION SUPERVISION OF CIVIL, ELECTRICAL WORKS, ENVIRONMENTAL & ALLIED SERVICES AT CIVIL HOSPITAL KARACHI"

The Medical Superintendent, Civil Hospital, Government of Sindh, Karachi is hiring services of consultancy firm for Tender Designs And Construction Supervision of Civil, Electrical Works, Environmental & Allied Services At Civil Hospital Karachi"

Eligibility:

- A firm shall have valid registration with Pakistan Engineering Council. Federal Board of Revenue, Sales Tax, Income Tax and Sindh Revenue Board.
- Attached Bank Statement/ financial turnover of last 3 years
- Having adequate experience and financial capability mentioned in RFP documents.

| Issuing of tender documents | Schedule of Submission for proposals | Schedule of Opening for Technical proposals | Tender Fee | Bid Security | Method |
|--|---|--|----------------------------|---------------------|---------------------------------------|
| From the first date of publication up to 21.08.2017 till 1:00 pm | 21.08.2017 at 2:30 pm | 21.08.2017 at 3:00 pm | Rs:2000/= (Non Refundable) | 1% | Quality & Cost Based Selection Method |

Terms and conditions

1. The interested consulting firms can obtain the Request for proposal documents from the office of the Additional Medical Superintendent (Procurement), 1st Floor, Admin Block of Civil Hospital at Rs.2000/= (nonrefundable fee) tender fee in the shape of Pay Order/D.D in favor of the Medical Superintendent, Civil Hospital Government of Sindh, Karachi,
2. The interested firms shall provide following documents/information:
 - Name, address, telephone/fax numbers and e-mail address of firm;
 - Ownership and Organizational Structure of the firm.
 - Year of Establishment.
 - Valid Registration with Pakistan Engineering Council
 - Valid Registration Federal Board of Revenue, Income Tax, Sales Tax and Sindh Revenue Board.

- An affidavit that the firm has neither been blacklisted from Government / Local Agency/ International Agency / Autonomous bodies / semi autonomous bodies etc. nor indulged in corrupt, fraudulent or collusive practice for procuring contracts.
3. Evaluation criteria along with other terms and conditions are mentioned in the RFP documents.
 4. Interested consultants may obtain further information from office of the undersigned during official working hours.
 5. The firm(s) may also associate other experts and consultants, make Consortium/Joint Ventures to enhance their qualifications and expertise.
 6. Procuring Agency may reject all or any bid subject to the relevant provisions of Sindh Public Procurement Rules 2010 (Amended 2017).
 7. In case of public Holiday, the bids shall be submitted and opened as per given schedule on the next working day.

**MEDICAL SUPERITENDENT
CIVIL HOSPITAL KARACHI**

PHONE NO: 99215759
Fax: 99215733



پیشکشیں مطلوب ہیں

سول اسپتال کراچی میں سینڈرز ڈیزائزر اور سول، الیکٹریکل ورکس، ماحولیاتی اور لائینڈ سرورسز کی تعمیراتی سپرویزن کیلئے کنسلٹنسی سرورسز درکار ہیں

میڈیکل پرنسپل، سول اسپتال، حکومت سندھ، کراچی کو سول اسپتال کراچی میں سینڈرز ڈیزائزر اور سول، الیکٹریکل ورکس، ماحولیاتی اور لائینڈ سرورسز کی تعمیراتی سپرویزن کیلئے کنسلٹنسی فرم کی خدمات درکار ہیں۔

اہلیت:- لازم ہے کہ فرم کی پاکستان انجینئرنگ کونسل، فیڈرل بورڈ آف ریگولیشنز، ایگم ٹیکس اور سندھ ریگولیشن بورڈ سے تصدیق رجسٹریشن ہو۔

- گزشتہ 3 سالوں کا بیک اسٹینٹ اڈانٹیشن ٹرن اور منسلک ہو۔

- آرائف لی ڈاکومنٹس میں موزوں تجربہ اور مالیاتی حیثیت درج کی گئی ہو۔

| ٹینڈر دستاویز کا اجراء | پیشکشیں جمع کرانے کا شیڈول | پیشکشیں منجھانے کا شیڈول | ٹینڈر فیس | بد سیکورٹی | طریقہ کار |
|---|----------------------------|--------------------------|-----------------------|---------------------|-----------------------------|
| پیشکشیں کی مکمل تاریخ سے مورخہ 23.08.2017 | مورخہ 23.08.2017 | مورخہ 23.08.2017 | 2000/- روپے (دو قائل) | ایک فیصد | معیاری اور لاگت کی بنیاد پر |
| 23.08.2017 | دوپہر 2:30 بجے | سہ پہر تین بجے | واپسی | انتخاب کا طریقہ کار | |

شرائط و ضوابط:

- 1) خواہشمند کنسلٹنگ کمپنیاں، میڈیکل پرنسپل سول اسپتال حکومت سندھ کے نام پر آرڈر کی شکل میں 2000/- روپے (دو قائل واپسی) ٹینڈر فیس ادا کر کے پیشکشیں جمع کرانے کی دستاویز کی درخواست، ایڈیشنل میڈیکل پرنسپل سول اسپتال کراچی کے دفتر، واقع پبلی منزل، ایف این باک آف سول اسپتال سے حاصل کر سکتی ہیں۔
- 2) خواہشمند کمپنیوں کے لئے ضروری ہوگا کہ وہ ڈیل کو نافذ معلومات بھی فراہم کریں: فرم کا نام، پتہ، نیٹیفن انٹیکس نمبر، راجہ رانی سٹریٹ، فرم کی آڈیٹ اور آرگنائزیشنل اسٹرکچر فرم کے قیام کا سال۔
- 3) پاکستان انجینئرنگ کونسل کی تصدیق رجسٹریشن۔
- 4) فیڈرل بورڈ آف ریگولیشنز، ایگم ٹیکس اور سندھ ریگولیشن بورڈ سے تصدیق رجسٹریشن۔
- 5) ریگولیشنز کے تحت کئی کئی کئی حکومتی انتظامی ایجنسیوں، ایف این باک آف سول اسپتال سے فراہم ہونے والے انٹیم خود مختار ادارے وغیرہ سے تعلق رکھنے والے طبی اور طبی اہل کاروں کی خدمات فراہم کرنے کی معاہدہ کا بھی بتانا ہوگا۔
- 6) آرائف لی ڈاکومنٹس میں شرٹکارڈ وضاحتیں اور سہولتوں کی تفصیلات کے تحت فراہم ہونے والے معلومات حاصل کر سکتے ہیں۔
- 7) فرم (ز) اپنی قابلیت اور مہارت میں انسان کے لئے بطور معاون دیگر ماہرین اور کنسلٹنٹس کو ساتھ ملا سکتے ہیں۔
- 8) پروویڈنگ ایجنسی سندھ ہینڈ پک پروویڈرمنٹ ریگولیشنز 2010 (ترمیم شدہ 2017) کی متعلقہ شیڈول کی روشنی میں تمام ایجنسیوں کی ایک ہونی کو مسترد کر سکتے ہیں۔
- 9) بصورت عام تعطیل، ہفت روزہ یا عید کے دن 11 بجے تک کام ہونے والے روز شیڈول کے مطابق منع کی جائیں اور کھولی جائیں گی۔

میڈیکل پرنسپل
سول اسپتال کراچی
فون: 99215759
ٹیکس: 99215733

ABC CERTIFIED

بقاعدہ تصدیق شدہ کثیر الاوقات روزنامہ

DAILY FRONTLINE KARACHI

فرنٹ لائن کراچی

www.frontline-news.pk
frontlinenews@gmail.com

جلد نمبر 11 | 14 اگست 2017ء | 1438 نمبر

ایک طرف شہزادہ شریف کے لیے 120 بجائے دین

بلاول بھٹو زرداری کا سیاسی زندگی کا پہلا ایجنڈا جرنل سے لڑنے کا اعلان عمران گام گوگوش اور جموں نے الزامات کی سیاست کو فروغ دے

عفاف حقیقت ہونی چاہئے خاتون کے کردار پر بات نہیں بلکہ ان کی حقوق کیلئے بات کرتے ہیں آئندہ ایجنڈا میں ان کی سے اتحاد نہیں کرے

ملک میں قتل کا شکار انٹرنیٹ سرورس 38 گھنٹے بعد جزیرونی طور پر بحال

زیر آب کیل میں آنے والی خرابی ٹھیک کرنے کے لیے کام بھی جاری ہے

اسلام آباد (ایف این کراچی) ایف این ایجنڈا میں قتل کا شکار انٹرنیٹ سرورس 38 گھنٹے بعد جزیرونی طور پر بحال ہو گیا ہے۔ ایف این ایجنڈا میں قتل کا شکار انٹرنیٹ سرورس 38 گھنٹے بعد جزیرونی طور پر بحال ہو گیا ہے۔ ایف این ایجنڈا میں قتل کا شکار انٹرنیٹ سرورس 38 گھنٹے بعد جزیرونی طور پر بحال ہو گیا ہے۔



NOTIFICATION

No.SO (PM&I) Health./Consultants/Procurement/2017: In pursuance of Rule-67 of the Sindh Public Procurement Rules, 2010 (Amended 2017) a Consultant Selection Committee comprising of following Officers for Selection of consultant firm for "Tender Designs And Construction Supervision of Civil, Electrical Works, Environmental & Allied Services At Civil Hospital Karachi" is constituted as under:-

- | | |
|---|-------------------|
| 1- Additional Medical Superintendent (Procurement) Sindh Govt. Civil Hospital, Karachi | Chairman |
| 2- Additional M.S (Planning & Development) Sindh Govt. Civil Hospital, Karachi | Member/ Secretary |
| 3- Executive Engineer, Education Works | Member |
| 4- Representative of Planning Development Department, Not below the rank of BS-18 | Member |
| 5- Representative of Finance Department, Not below the rank of BS-18 | Member |

Function & Responsibilities of the Committee

- Approval of Request for Proposal before Issuance;
- Shortlisting of consultants, responding to the Request for Expression of Interest, where applicable, in accordance with the criteria mentioned in Request for Expression of Interest;
- Evaluation of technical and financial proposals, according to the selection method and evaluation criteria, mentioned in the Request for Proposal;
- Finalization of recommendation based on evaluation as mentioned at sub-rule (3) above.


- DR. FAZLULLAH PECHUHO-
SECRETARY
TO GOVT. OF SINDH

No.SO (PM&I) Health./Consultants/Procurement/2017

dated August 01, 2017

Copy forwarded for information & necessary action to:

1. The Chairman, Planning & Development Department, Government of Sindh with a request to nominate an Officer not below the rank of BS-18 for above committee
2. The Secretary Finance Department, Government of Sindh with a request to nominate an Officer not below the rank of BS-18 for above Committee.
3. All Members of Committee.
4. The P.S. to Minister, Health Department, Govt. of Sindh, Karachi.
5. The P.S to Secretary, Health Department.
6. Office Order File


SECTION OFFICER (PM&I)



NO.HD(P&E) 3-2 (427)/2014

GOVERNMENT OF SINDH

HEALTH DEPARTMENT

(Procurement, Monitoring and Inspection Cell)
Karachi dated the 10th APRIL, 2017.

NOTIFICATION

NO.HD(P&E)3-2(427)/2014. In supersession to this department's notification of even number dated 9-03-2017 and in pursuance of Rule 31 of the Sindh Public Procurement Rules, 2010, a Departmental Complaint Redressal Committee, comprising of following officers is hereby re-constituted as under to resolve complaints of aggrieved bidders:

- | | |
|---|------------------|
| 1. Special Secretary, Health Department. | Chairman |
| 2. Representative from Accountant General Sindh, | Member |
| 3. Independent expert from relevant field concerning (to be nominated by the Head of Procuring Agency) | Member |
| 4. Deputy Secretary (PM&I) | Member |
| 5. Deputy*Secretary (General) | Member/Secretary |

To Rs.

- To perform according to Rule 31 of SPPRA, 2010.
- To Perform any other function ancillary and incidental to the above.

- DR. FAZLULLAH PECHUHO -
SECRETARY TO GOVERNMENT OF Sindh

No.HD(P&E)3-2(427)/2014.

Karachi dated the 10th APRIL, 2017

1. The D.G.Health Services, Sindh, Hyderabad.
2. The District Health Officers (All)
3. Medical Superintendents (All)
4. All the Member of the Committee.
5. The PS to Secretary Health Department, Govt. of Sindh, Karachi.
6. Office order file.


SECTION OFFICER (PM&I)

SPPRA REQUEST FOR PROPOSALS DOCUMENT

**HIRING OF CONSULTANCY SERVICES FOR “DETAILED
ENGINEERING DESIGN & CONSTRUCTION SUPERVISION
OF CIVIL , ELECTRICAL WORKS , ENVIRONMENTAL &
ALLIED SERVICES AT CIVIL HOSPITAL KARACHI ”**



Sindh Public Procurement Regulatory Authority

August, 2017

OFFICE OF THE MEDICAL SUPERINTENDENT

SINDH GOVT CIVIL HOSPITAL, KARACHI

(Email:

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Section 1. Letter of Invitation

Letter of Invitation

No. HEALTH DEPT/CONSULTANT/RFP/2017;

Karachi dated: August 07 ,2017

To,

Dear Mr. / Ms.:

1. The Health Department, Government of Sindh (hereinafter called “Procuring Agency”) now invites proposals to provide the following consulting services: Detailed Engineering Design & Construction Supervision of Civil , Electrical Works, Environmental Services & Allied Services At Civil Hospital Karachi”. More details on the services are provided in the Terms of Reference.
2. It is not permissible to transfer this invitation to any other firm.
3. A firm will be selected under QCBS with LUMPSUMP contract and procedures described in this RFP, in accordance with the method of selection is QCBS as per SPP rules 2010 (Amended 2013) and procedures stated in the RFP.
4. The services are required for 05 year and expected to be extended for further period based on the satisfactory performance of the consultants.
5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Instructions to Consultants (including Data Sheet)
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Forms of Contract

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

OFFICE OF THE MEDICAL SUPERINTENDENT
SINDH GOVT CIVIL HOSPITAL, KARACHI

(Email:)

Dead line of submission: 23-08-2017 on or before 02:00 PM

Date and Time of Opening of Technical Proposal: 23-08-2017, at 02:30 PM (In case of any holiday the RFP will be collected and opened on the next working day).

Yours sincerely,

MEDICAL SUPERINTENDENT
SINDH GOVT CIVIL HOSPITAL, KARACHI

Section 2. Instructions to Consultants

Instructions to Consultants

Definitions

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

2. Introduction

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

3. Conflict of Interest

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

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

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

Conflicting Relationships

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

4. Fraud and Corruption

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

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

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

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

5. Integrity Pact

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

6. Eligible Consultants

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

7. Eligibility of Sub-Consultants

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

8. Only one Proposal

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

9. Proposal Validity

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

10. Clarification and Amendment in RFP Documents

- 10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.
- 10.2 At any time before the submission of Proposals, the Procuring Agency may amend the RFP by issuing an addendum/corrigendum in writing. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Procuring Agency may, if the amendment is substantial, extend the deadline for the submission of Proposals.

11. Preparation of Proposals

- 11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.
- 11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

12. Language

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

13. Technical Proposal Format and Content

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

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

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

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

13.3 The Technical Proposal shall not include any financial information.

14. Financial Proposals

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

15. Taxes

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

16. Submission, Receipt, and Opening of Proposals

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

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

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

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

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

17. Proposal Evaluation

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

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

18. Evaluation of Technical Proposals

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

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

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

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

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

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

19. Evaluation of Financial Proposals

- 19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.
- 19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.
- 19.4 **In case of Quality and Cost Based Selection QCBS Method** the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.
- 19.5 In the case Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal.

20. Negotiations

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

21. Technical negotiations

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

22. Financial negotiations

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

23. Availability of Professional staff/experts

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

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

24. Award of Contract

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

25. Confidentiality

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

Data Sheet

| | |
|-----|--|
| 1.1 | <p>Name of the Assignment is: <u>Detailed Engineering Design & Construction Supervision off Civil, Electrical Works, Environmental & Allied Services At Civil Hospital Karachi</u>,</p> <p>The Name of the PA's official (s):</p> <p style="padding-left: 40px;">MEDICAL SUPERINTENDENT SINDH GOVT LYARI GENERAL HOSPITAL KARACHI</p> |
| 1.2 | <p>The method of selection is: <u>QCBS</u></p> <p>The Edition of the Guidelines is: <u>SPPRA- 2010 (Amended, 2017)</u></p> |
| 1.3 | <p>Financial Proposal to be submitted together with Technical Proposal: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> (in a sealed envelope)</p> |
| 1.4 | <p>The PA will provide the following inputs and facilities:</p> <p style="padding-left: 40px;">-</p> |
| 1.5 | <p>The Proposal submission address is: Office of The Medical Superintendent <u>Sindh Govt. Civil Hospital, Karachi</u> (Email:)</p> |

| | |
|-----------|--|
| 1.6 | Expected date for commencement of consulting services September 01, 2017 |
| 9.1 | Proposals validity : 90 days but can be extended as per SPPRA Rule 38. |
| 10.1 | Clarifications may be requested not later than <u>one week/7 days that is</u> before the 16-08-2017, before 5:00 pm Submission date. The address for requesting clarifications is: Office of The Medical Superintendent Sindh Govt. Civil Hospital, Karachi (Email:) -Facsimile: + 92 – 21 - _____ E-mail: _ |
| 12 | The Proposal as well as all related correspondence exchanged by the Consultants and the Procuring Agency shall be written in English However it is desirable that the firm's Personnel have a working knowledge of the national and regional languages of Islamic Republic of Pakistan. |
| 6.1 | Shortlisted Consultants may associate with other shortlisted Consultants: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 11.2 | The estimated number of professional staff-months required for the assignment is: <u>The person months shall be calculated by consultants</u> |
| 13.1 | The format of the Technical Proposal to be submitted is: FTP <input checked="" type="checkbox"/> , or STP <input type="checkbox"/> |
| 13.2(vii) | Training is a specific component of this assignment: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Hospital Waste Management Rules, 2014 Training For Hospital Staff |

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

| | | | | | | | | | | | | | |
|--|--|---------------------------|-------|----|--|-------|----|-----------------------------------|-------|--|-----------------------------|--|--|
| 13.1 | <p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p>(i) Specific experience of the Consultants relevant to the assignment: [20] Experience of required Services for Building Works (Detailed Construction Supervision, Project Execution & Quality Assurance in Pakistan. [12 Marks] Details of atleast 04 similar nature of projects executed in last five years. (03 Marks for each project). Experience of required Services for Environmental Management Services)Preparation of Environmental Management Plans, Sanitation Projects, [04 Marks] Details of atleast 02 similar nature of projects executed in last five years. (02 Marks for each project). Experience of required Services for Electrical, Mechanical and HVAC Projects, [04 Marks] Details of atleast 02 similar nature of projects executed in last five years. (02 Marks for each project).</p> <p>(ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:</p> <p>a) Technical Approach and Methodology for [Detailed Engineering Design & Construction Supervision of Civil , Electrical Works , Environmental & Allied Services at Civil Hospital Karachi , The number of points Break up considered in Technical Approach & Methodology [30 Marks], including Technical Approach & Methodology</p> <ul style="list-style-type: none"> ▪ Building Works (Detailed Engineering Design & Construction Supervision, Project Execution & Quality Assurance in Pakistan) [10 Marks] ▪ Environmental Management Services Preparation of Environmental Management Plans, Sanitation Projects [05 Marks] ▪ Electrical, Mechanical and HVAC Projects [05 Marks] ▪ Material Selection Strategies [05 Marks] ▪ Procurement of Goods and Services [05 Marks] <p>*Note: It is necessary to score 40% in the above mentioned each section otherwise the Proposal will be technically disqualified</p> <p>b) Work plan [05] c) Organization and staffing [05] Total points for criterion (ii): [40]</p> <p>iii) Key professional staff qualifications and competence for the assignment for only one typical region:</p> <ol style="list-style-type: none"> 1) Project Manager (1 NO, ME/BE Civil Engineering with 10 years of relevant experience), 05 Marks 2) Structure Engineer (01 NO, PHD in Structure Engineering, with 15 years of relevant experience), 10 Marks 3) Environmental Engineer (01 NO), (Masters in Environmental Engineering, BE Civil Engineering with 05 years of relevant experience) 05 Marks 4) Procurement & Contract Engineer (01 NO), (MBA/ MS Construction Management and BE Civil Engineering with 10 years of relevant experience) 05 Marks 5) Electrical Engineer (01 NO), (BE Electrical Engineering with 15 years of relevant experience) 05 Marks 6) Engineers (RE's (01 NOs), BE Civil Engineering with 07 years of relevant experience), 05 Marks 7) Senior Architect (01 NOs), BS Architecture with 10 years of relevant experience with atleast 05 Years of Experience in Rehabilitation of Old Architecture), 05 Marks <p>Total points for criterion (iii): [40] The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">1) General qualifications</td> <td style="width: 20%; text-align: center;">[30%]</td> <td style="width: 30%; text-align: right;">2)</td> </tr> <tr> <td>Experience and Adequacy for the assignment</td> <td style="text-align: center;">[50%]</td> <td style="text-align: right;">3)</td> </tr> <tr> <td>Experience in region and language</td> <td style="text-align: center;">[20%]</td> <td></td> </tr> <tr> <td colspan="3" style="text-align: right;"><i>(Total weight: 100%)</i></td> </tr> </table> | 1) General qualifications | [30%] | 2) | Experience and Adequacy for the assignment | [50%] | 3) | Experience in region and language | [20%] | | <i>(Total weight: 100%)</i> | | |
| 1) General qualifications | [30%] | 2) | | | | | | | | | | | |
| Experience and Adequacy for the assignment | [50%] | 3) | | | | | | | | | | | |
| Experience in region and language | [20%] | | | | | | | | | | | | |
| <i>(Total weight: 100%)</i> | | | | | | | | | | | | | |

Section 2. Information to Consultants – Data Sheet

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|------------------|--|
| 120.1 | Expected date and address for contract negotiations: <u>August 30, 2017</u> |
| 24.2 | <p>Bid Security 1% of the quoted prize shall be submitted along the Financial Proposal, in a separate envelop. The proposal submitted without the Bid Security prize will be deemed as non-responsive bid.</p> <p>Performance Security of 1% will be deducted from each Bill of Consultancy Services</p> |
| 25.1 (QCBS only) | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100. (Financial proposal of those firms will be opened by informing in advance who have acquired marks equal or above threshold fixed by PA and mentioned in RFP i.e. 70%)</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>$Sf = 100 \times Fm / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are:</p> <p>T = 80 %and;</p> <p>P = 20%</p> <p>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p> |
| 26.1 | Consultant undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million. |

Section 3. Technical Proposal - Standard Forms

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

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

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|--------------|---|----------|
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FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

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

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

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

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

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

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

We remain,

Yours sincerely,

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

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

2 [Delete in case no association is foreseen.]

For FTP Only

FORM TECH-2. CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

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

B - Consultant's Experience

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

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

Firm's Name: _____

For FTP Only

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

A - On the Terms of Reference

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

Section 5. Terms of Reference

**SECTION 05: TERM OF REFERENCE FOR DETAILED
ENGINEERING DESIGN & CONSTRUCTION SUPERVISION
OF CIVIL, ELECTRICAL WORKS & ENVIRONMENTAL
SERVICES AT CIVIL HOSPITAL KARACHI**

DETAILED SCOPE OF SERVICES REQUIRED FROM THE CONSULTANT

The terms of reference are detailed hereunder:

- 1) Detailed Engineering Design including New Building, Renovation, Repair and Extension of existing buildings, Renovation and Repair of the old Building with special care to its Architecture
- 2) Detailed Electrical and Mechanical Design of Proposed New and Existing buildings system up-gradation
- 3) Detailed Engineering Design of External Development (Water Supply, Sewerage, Drainage, Electrification etc)
- 4) Preparation of Environmental Management Plan for Cleaning/Janitorial Services, Waste Management and Disposal, Horticulture and Sanitation Services.
- 5) Procurement Services for the procurement of Goods and Services where required
- 6) Construction Supervision of New Civil, Electrical and Mechanical Works and supervision of Maintenance and Repair Works including Bills verification
- 7) Detailed Supervision of Environmental Services and other services contracts where required
- 8) Any other related Allied Engineering services

1.0 Detailed Engineering Design including New Building, Renovation, Repair and Extension of existing buildings with special care to the old Architecture; Detailed Electrical and Mechanical Design of Proposed New and Existing buildings system up-gradation and Detailed Engineering Design of External Development (Water Supply, Sewerage, Drainage, Electrification etc)

- i. Conduct the coordination meeting with Client and work out the methodology to perform the Civil and Electrical Works requirement for Proposed New and Existing Building Works. All the Works identified will be bifurcated into New Works means complete new infrastructure and Renovation and Repair Works for the improvement of Existing infrastructure
- ii. Prepare As-built drawings where not available and prepare the cost estimates of the proposed Renovation / Rehabilitation and Extension Civil and Electrical Works of existing infrastructure.

Section 3. Technical Proposal - Standard Forms

- iii. Prepare Drawings, Design, and Rough Cost Estimates for new Civil, Electrical & Mechanical Works.
- iv. Perform Energy / Electrical Audit of Entire Civil Hospital, Map the underperformed and non-functional system and prepare plans for its Improvement. On the basis of Plans prepare costs estimates and tender documents for the improvement of required infrastructure.
- v. Perform survey of existing Water Supply system, and prepare its improvement plan. Prepare design, cost estimates and tender document for the improvement of water supply system of entire Civil Hospital.
- vi. Perform survey of existing Toilets and Sewerage system and prepare its improvement plan. Prepare design, cost estimates and tender document for the improvement of sewerage system of entire Civil Hospital.
- vii. Perform survey of existing storm water drains and prepare its improvement plan. Prepare design, cost estimates and tender document for the improvement of storm water system of entire Civil Hospital.

2.0 Preparation of Environmental Management Plan for Cleaning/Janitorial Services, Waste Management and Disposal, Horticulture and Sanitation Services.

- i. Prepare an Environmental Management Plan for Civil Hospital Karachi, including use of Renewable Energy options, Solid Waste Management Plan, Infectious Waste Management Plan, Efficient use of Domestic Water, Improvement of Indoor Environment of Wards, Canteen, Cafeteria and related Infrastructure.
- ii. Prepare and Implement a comprehensive plan for day to day Sanitation Services of entire Hospital including the Janitorial Services, Laundry, Cleaning, and related services,
- iii. Prepare and Implement a comprehensive plan for the Collection, Storage, Treatment and Transportation of generated Municipal and Infectious Waste from Civil Hospital in compliance of Hospital Waste Management Rules, 2014 of Environmental Protection Agency.
- iv. Special Plan for uplifting the existing Kitchen and Cafeteria Services and improvement of its infrastructure and indoor environment.
- v. Prepare and Implement Horticulture Plan for Entire Civil Hospital Karachi.

3.0 Procurement and Contract Management Services.

- i. Procurement of Goods, Medical Equipment preparation of tender documents, including specifications and services contract where required

Section 3. Technical Proposal - Standard Forms

- ii. Procurement for the Hiring of Janitorial / Cleaning, Solid Waste Management, Infectious Waste Management and related services including the monitoring of the contract.
- iii. Procurement of Lifts and its services contract.
- iv. Procurement of any other Goods, Management and Services contracts like Cafeteria, Canteen, Kitchen, Supplies of Gases, Medicine, Laundry Services and other allied related works.

4.0 Selection of Material

- i. Material Selection is most important for the smooth functioning of Hospital, special attention shall be given for the selection of material for the rehabilitation of Old Architecture Building, Existing Buildings and New Proposed Infrastructure.
- ii. Selection of Finishing Material like Tiles, Door Material, Paints, Façade Items, Plumbing and Electrical goods shall select based on the durability and maintenance free.
- iii. Special material selection attention shall be given for the rehabilitation of infrastructure like roof treatment for stopping leakages etc
- iv. Assist Hospital Management for the Selection of Lifts, HVAC, Mechanical Equipment, Electrical Goods, Medical Equipment, Laundry Equipment, and allied services.

5.0 Detailed Construction Supervision

The Consultant is required to:

- i. Provide detail construction supervision as per approved drawings and specifications and as per the plan (including Gantt chart), the consultant firm will perform the role of Engineer's and provide all required services accordingly.
- ii. Implied the standard procedures to ensure the quality of construction (which includes testing of materials and works at defined stages, vigorously perform field inspections and take timely actions as needed as per the site conditions). The cost required for any testing like soil testing, material quality, water quality and any other will be borne by the contractors.
- iii. Provide ' Construction Supervision Protocol' (involving SOPs for implementation which may include service standards for decisions/responses from Client, contractor and consultant, construction quality and Implementation of Environmental Management Plan which includes day to day Sanitation Services, Plans for improvement of Water Supply, Sewerage and Drainage, Alternate Energy Projects etc

- iv. The construction supervision firm will perform the following tasks but not limited to:
- a. Certify that the construction work and the material brought at site by the contractor for use is in accordance with the approved specifications and is being tested as per standard practices.
 - b. Monitor systematically the progress of work according to the construction methodology and schedule of work as per contract agreement, certifying allocation of resources by the contractor, suggesting any changes and recommendations to improve such practices at site and to avoid any delay in progress as forecast; the supervision consultancy firm will also provide to client the weekly, fortnightly, monthly, quarterly and yearly physical progress along with sketches/pictures update in all respects.
 - c. The consultancy firm will need to ensure that all necessary and required tests will performed by the contractor and consultant will ascertain all test reports as per the quality standards for construction work.
 - d. Provide construction supervision (through qualified and well experienced engineers and supervisors/inspectors) for all the civil, electrical and plumbing works and water and sewerage pipelines, Environmental Services at Civil Hospital Karachi and certify the work in conformance to approved drawings and specifications at different work stages and deliverables as per the requirement to ensure the quality. The team of professionals required by the client for execution of required Detailed Engineering Design, Environmental Management and construction supervision services provided in the Term of Reference Section.
 - e. The firm will perform effective Project Management and contract management including the procurement services for Goods, Services and others required by the Civil Hospital and would be responsible to manage each contract with contractor independently and take necessary actions on time as per the contract.
 - f. Coordinate effectively with CLIENT and Contractors to make any changes in the drawings, design as per site specific changes without going into any conflicts among the parties. There should be no delay on this account.
 - g. Certify (under firm's seal) running payments of the contractors (on the basis of work done in compliance with drawings and specifications and other stipulations, considering all required documentations needs as per the conditions of contract for Civil, Electrical, Mechanical and allied Engineering Works.

- h. Consultant would be responsible to record and verify the measurements of each running bill on Measurement Book (MB's), signed by all concerned personnel.
- i. Certify (under firm's seal) running payments of the Sanitation/Janitorial contractors (on the basis of work done in compliance with specifications and consumable items consumed at site. Monitor day to day cleaning services and check indoor Environment of Wards, Canteen, Blood Bank, Cafeteria, ICU, CCU, OTs and other related Hospital Infrastructure and their Waste Management Services through Environmental Engineers / Sanitation Supervisors.
- j. Make recommendations/alternatives corrective measures for removal of construction supervision related problems and avoid project delays.
- k. Prepare variation/deviations where required, develop AS-BUILT drawings before handing over the scheme.
- v. The Construction team of consultant will includes the following professionals
 1. Project Manager (1 NO, ME/BE Civil Engineering with 10 years of relevant experience),
 2. Structure Engineer (01 NO, Master in Structure Engineering, BE Civil Engineering with 05 years of relevant experience),
 3. Environmental Engineer (01 NO), (Masters in Environmental Engineering, BE Civil Engineering with 05 years of relevant experience)
 4. Procurement & Contract Engineer (01 NO), (MBA/ MS Construction Management and BE Civil Engineering with 10 years of relevant experience)
 5. Electrical Engineer (01 NO), (BE Electrical Engineering with 15 years of relevant experience)
 6. Engineers (RE's (01 NOs), BE Civil Engineering with 07 years of relevant experience),
 7. Senior Architect (01 NOs), BS Architecture with 10 years of relevant experience with atleast 05 Years of Experience in Rehabilitation of Old Architecture),
- vi. Any other allied matter pertaining to supervision would be addressed by the consultant.

2 Maintenance of all project data / documents.

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

Construction Supervision control, reporting and monitoring will be performed for both capital and revenue component by the firm on a prescribed format agreed with the client.

B - On Counterpart Staff and Facilities

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

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

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

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

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

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

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

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

FORM TECH-5. TEAM COMPOSITION AND TASK

| | Proposed Professional Staff | | | | |
|---------------|-----------------------------|-------------------------------------|-------------------|-------------------|---------------|
| Name of Staff | Firm | PEC Registration Number (Engineers) | Area of Expertise | Position Assigned | Task Assigned |
| | | | | | |
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FORM TECH-6. CURRICULUM VITAE (CV) FOR PROPOSED
PROFESSIONAL STAFF

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____
2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

3. **Name of Staff** [*Insert full name*]: _____
4. **Date of Birth:** _____ **Nationality:** _____
5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: _____

6. **Membership of Professional Associations/ Pakistan Engineering Council Registration Number :** _____
7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

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

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

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

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

Employer: _____

Positions held: _____

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

13. Certification:

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

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

Full name of authorized representative: _____

FORM TECH-7. STAFFING SCHEDULE ¹

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

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

Full time input

Part time input

FORM TECH-8. WORK SCHEDULE

| N ^o | Activity ¹ | Months ² | | | | | | | | | | | | |
|----------------|-----------------------|---------------------|---|---|---|---|---|---|---|---|----|----|----|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | n |
| 1 | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | |
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| n | | | | | | | | | | | | | | |

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

Section 4. Financial Proposal - Standard Forms

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

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

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

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

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To: [Name and address of PA]

Dear Sirs:

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

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

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

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

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

We remain,

Yours sincerely,

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

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

FORM FIN-2. SUMMARY OF COSTS

| Item | Costs | | | | Total Bid Price including Income & Sales Tax |
|---|---|--|--|-----------------|--|
| | Tentative Budget Cost of Project Year Wise (Rs Million) | Indicate Local Currency inclusive of Income Tax in %age i.e percentage of total given tentative cost | Indicate Local Currency inclusive of Income Tax in PKR | Sales Tax @ 13% | |
| I. Detailed Engineering Design, Tender Document and Procurement Services for Proposed New Building Works and for Renovation, Repair and Extension of existing buildings, Renovation and Repair of the old Architecture Building with special care to old Architecture including Electrical and Mechanical Design and External Development | 250.0 | | | | |
| II. Preparation of Environmental Management Plan for Cleaning/Janitorial Services, Waste Management and Disposal, Horticulture and Sanitation Services and its procurement | 100.00 | | | | |
| III. Construction Supervision of New Civil, Electrical and Mechanical Works and supervision of Maintenance and Repair Works including Bills verification | 250.00 | | | | |

Section 4 – Financial Proposal – Standard Forms

| | | | | | |
|---|-------------------|--|--|--|--|
| IV. Detailed Supervision of Environmental Services / Sanitation and Janitorial Services including bills verification | 100.00 | | | | |
| V. Procurement of Goods and Services (Preparation of Contract Documents, Technical Specification, Tender Document, preparation of BER, Awards of Contract to the successful bidder) | 300.00 | | | | |
| Total | Rs 1000.0 Million | | | | |

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

NOTE TO BIDDERS

This is to be noted that the cost provided above from Item I to V is totally tentative and may be changed as per actual need of the works and allocation made by the Government of Sindh. This cost provided in the above Table shall be used to provide Financial Proposals only. The financial proposal must include and provide separate bids against Item I to V, the firm which does not provide financial proposal against any of the above mentioned Item I to V in above table will be disqualified from the bidding process. The design fee will be provided %age wise, the total cost of supervision provided in the bid will be given monthly based to the successful bidder. The execution timelines and supervision months will be decided project to project basis among the Consultancy Staff and Hospital Management.

The Consultants are required to ascertain the logistics, traveling and requirements for the Assignment including breakdowns, HR disability and replacement, backups of each input and resource is to be considered. All cost shall be inbuilt in Man Months remuneration, no other allowances will be given separately.

FORM FIN-3. BREAKDOWN OF COSTS ¹

| Group of Activities (Phase): ² | | |
|---|----------------------|-------|
| _____ | _____ | |
| Cost component | | |
| | Not Applicable (N/A) | (N/A) |
| | (N/A) | (N/A) |

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

FORM FIN-4. BREAKDOWN OF REMUNERATION

| Group of Activities (Phase): _____ | | | | | | | |
|------------------------------------|-----------------------|-------------------------------|--------------------------------------|--|--|--|--|
| Name ² | Position ³ | Staff-month Rate ⁴ | Input ⁵ (Staff-months) | [Indicate Foreign Currency # 1] ⁶ | [Indicate Foreign Currency # 2] ⁶ | [Indicate Foreign Currency # 3] ⁶ | [Indicate Local Currency] ⁶ |
| Foreign Staff | | | | | | | |
| | | [Home] | | | | | |
| | | [Field] | | | | | |
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| | | | | | | | |
| | | | | | | | |
| Local Staff | | | | | | | |
| | | [Home] | | | | | |
| | | [Field] | | | | | |
| | | | | | | | |
| | | | | | | | |
| Total Costs | | | | | | | |

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

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

- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field and suppose that the same man months will be required and works shall be provided to any firm.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. $\text{Remuneration} = \text{Staff-month Rate} \times \text{Input}$.

Use additional tables where required to cover the REQUIRED HUMAN RESOURCE

FORM FIN-5. BREAKDOWN OF REMUNERATION

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

| Name ² | Position ³ | Staff-month Rate ⁴ |
|----------------------|-----------------------|-------------------------------|
| Foreign Staff | | |
| | | [Home] |
| | | [Field] |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Local Staff | | |
| | | [Home] |
| | | [Field] |
| | | |
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| | | |
| | | |
| | | |

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

FORM FIN-6. BREAKDOWN OF EXPENSES (NOT REQUIRED)

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

FORM FIN-7. BREAKDOWN OF EXPENSES

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

| N° | Description ¹ | Unit | Unit Cost ² |
|----|--------------------------|------|------------------------|
| | HR Cost | LS | |
| | Communication | LS | |
| | Accommodation | LS | |
| | Boarding | LS | |
| | Security | LS | |
| | Equipment | LS | |
| | | | |
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- 1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
- 2 Indicate unit cost and currency for each Site.
- 3 Only if the training is a major component of the assignment, defined as such in the TOR.

APPENDIX. FINANCIAL NEGOTIATIONS - BREAKDOWN OF REMUNERATION RATES

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

1. Review of Remuneration Rates

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

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

(i) Salary

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

(ii) Social Costs

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

(iii) Cost of Leave

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

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

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

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

(iv) Overheads

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

(v) Fee or Profit

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

(vi) Away from Headquarters Allowance or Premium

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

(vii) Subsistence Allowances

Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents the subsistence rate shall be the same for married and single team members.

Standard rates for the particular country may be used as reference to determine subsistence allowances.

2. Reimbursable expenses

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer

rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

3. PA Guarantee

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

Sample Form

Consulting Firm:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

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

[Name of Consulting Firm]

Signature of Authorized Representative

Date

Name: _____

Title: _____

Consultant's Representations Regarding Costs and Charges

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

| Personnel | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------|----------|---|-----------------------------|-----------------------|----------|------------------|----------------------------------|--|---|
| Name | Position | Basic Salary per Working Month/Day/Year | Social Charges ¹ | Overhead ¹ | Subtotal | Fee ² | Away from Headquarters Allowance | Proposed Fixed Rate per Working Month/Day/Hour | Proposed Fixed Rate per Working Month/Day/Hour ¹ |
| Home Office | | | | | | | | | |
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1. Expressed as percentage of 1
2. Expressed as percentage of 4

II. General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

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

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

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

1.2 Law Governing Contract This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable law.

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

1.4 Notices

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

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

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

1.6 Authority of Member in Charge In case the Consultant consists of a joint venture/ consortium/ association of more than one individual firms, the Members hereby authorize the individual firms or specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the PA under this Contract, including without limitation the receiving of instructions and payments from the PA.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

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

1.7 Authorized Representatives

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

1.8 Taxes and Duties

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

1.9 Fraud and Corruption

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

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

Integrity Pact

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

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

On termination of the Contract under Sub-Para (b) of this Sub-Clause, the Consultant shall proceed in accordance with Sub-Clause 1.9 A. Payment upon such termination shall be made under Sub-Clause 1.9 A after having deducted the amounts due to the Client under 19 B Sub-Para (a) and (c).

2.6 Termination

2.6.1 By the PA

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

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

2.6.2 By the Consultant

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

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

2.6.3 Payment
upon
Termination

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

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

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of
Performance

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

3.2 Conflict of Interests

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

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

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

3.2.2 Consultant and
Affiliates not to be
Otherwise
Interested in
Project

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

- 3.2.3 **Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring PA's Prior Approval** The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the PA**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be

specified in the SC.

3.8 Accounting, Inspection and Auditing

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

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the PA and/or persons appointed by the PA to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the PA if requested by the PA. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the PA's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the PA's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

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

4.2 Removal and/or Replacement of Personnel

- (a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and

experience acceptable to the PA.

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

5. OBLIGATIONS OF THE PA

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

6. PAYMENTS TO THE CONSULTANT

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

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

7. GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. Special Conditions of Contract

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

**Number of
GC Clause**

**Amendments of, and Supplements to, Clauses in the
General Conditions of Contract**

{1.1} Sindh Public Procurement Act and Sindh Public Procurement Rules 2010.

1.3 The language is English.

1.4 The addresses are:

Procuring Agency: MEDICAL SUPRITENDENT

Attention: _____ **office of the medical superintendent**

sindh govt. Civil hospital, karachi

Facsimile: _____ E-mail: _____

Consultant:

Attention: _____

Facsimile: _____

E-mail: _____

Special Condition of Contract

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

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

1.7 The Authorized Representatives are:

For the PA: _____

For the Consultant: _____

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

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

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

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

Special Condition of Contract

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

2.2 The date for the commencement of Services is May 05, 2017

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

3.4 The optional risks and the coverage shall be as follows:

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

Special Condition of Contract

Note: Delete what is not applicable

{3.7 (b)} The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.

{5.1} *Not Applicable.*

6.1 "Performance security , stand deleted"

6.3 The amount in Pak Rupees or in foreign Currency [*insert amount*].

Special Condition of Contract

6.5 The accounts are:

for local currency: *PKR*

Payments shall be made according to the following schedule:

As per the deliverable given in the Term of Reference

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

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

Note: Payment schedule shall be discussed during the negotiations

Appendix A

(INTEGRITY PACT)

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

Contract No. _____ Dated _____
Contract Value: _____
Contract Title: _____

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

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

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

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

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

Name of Buyer:
Signature:
[Seal]

Name of Seller/Supplier:
Signature:
[Seal]

CONTRACT

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.
- 2. Term**

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

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

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

In order to adjust the remuneration for inflation, a price adjustment provision has been included if the contract has duration of more than 18 months or if the inflation is expected to exceed ---% per annum. The adjustment will be made every 12 months after the date of the contract for remuneration. Remuneration will be adjusted by using the relevant index as per following provision:
"Payments for remuneration made in accordance with Clause 3 shall be adjusted as follows:

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

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

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

5. Project Administration

A. Coordinator

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

B. Timesheets

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

C. Records and Accounts

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

6. Performance Standard

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the PA considers unsatisfactory.

7. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the PA’s business or operations without the prior written consent of the PA.

8. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the PA under the Contract shall belong to and remain the property of the PA. The Consultant may retain a copy of such documents and

Contract

software.

- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage for their personnel and equipments.
- 11. Assignment** The Consultant shall not assign this Contract or Subcontract any portion thereof it without the PA's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940

FOR THE PA

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

