

## SINDH IRRIGATION DEPARTMENT GOVERNMENT OF SINDH, KARACHI

#### INVITATION FOR TECHNICAL & FINANCIAL PROPOSALS FOR THE CONSULTANTS

Technical and financial proposals are invited from interested reputed Engineering Consulting Firms to carryout Review of Design, Drawings, PC-I, Tender Documents to carryout "CEMENT CONCRETE LINING OF ROHRI MAIN CANAL FROM JAMAL SHAH CROSS REGULATOR D/S RD-577+500 TO CHANNESAR CROSS REGULATOR D/S RD-619+300 AND FROM RD-680 TO RD-706 D/S KUMBLIMA CROSS REGULATOR" under A.D.P Scheme No: 1277/2017-18.

The Firm/(s) well experienced in cement concrete lining works of large canals for more than fifteen years, have undertaken similar projects may submit their proposal with related documents.

- 1. The RFP for the assignment can be collected from the office of the undersigned on payment of Rs. 3,000/- (as non-refundable document fee) on any working day.
- The Proposal shall reach the office of the undersigned in sealed envelope not later than fifteen (15) calendar days after publishing of this advertisement during office hours.
- The Technical and Financial Proposals will be considered and evaluated in accordance with SPPRA Rules 2010 (Amended-2013) and Evaluation Criteria adopted by the Irrigation Department, Government of Sindh.
- The Consultants will be selected and engaged in accordance with the existing Procurement SPPRA Rules-2010 (Amended-2013).
- The interested consulting firms may obtain any further details regarding the project on any working day after publication on leading newspapers and uploaded on SPPRA
- Consortium consisting of more than three (03) firms will not be eligible for the participation.
- The consultants having renewal Certificates of PEC for the year 2017/18 valid upto 30.06.2018, with allocation of code 1205, shall only be eligible for participation in short-listing of Civil Engineering Consultants for proposed consultancy services.
- If firms do not supply the full information in accordance with requirement of RFP, the proposal shall be considered as non-responsive.
- 9. Conditional and late applications shall not be entertained.

The Procuring Agency reserves the right to accept or reject any or all Technical/ Financial proposals under relevant provisions of SPPRA Rules.

#### 1ST ATTEMPT:-

Date of Issue:-Date of Closing:- After Publication in Newspapers 06.11.2017 upto 1200 Hours

Bid Opening:-

06.11.2017 upto 1300 Hours

#### 2ND ATTEMPT:-

Bid Opening:-

21.11.2017 upto 1200 Hours

& will be opened at 1300 Hours on same date.

Superintending Engineer Rohri Canal Circle SINDH IRRIGATION DEPARTMENT GOVERNMENT OF SINDH

Near Faran Hotel, Sadar

Hyderabad

Phone: 022-9200278, 9200238

Fax: 022-9200277

Email: sercchyderabad@gmail.com

Section 1. Letter of Invitation

To,

Subject:

PROCUREMENT OF CONSULTANCY SERVICES FOR REVIEW OF PC-I, PREPARATION OF DETAIL ESTIMATE AND DESIGN, PREPARATION OF TENDER DOCUMENTS & CONSTRUCTION SUPERVISION OF CEMENT CONCRETE LINING OF ROHRI MAIN CANAL FROM JAMAL SHAH X-REGULATOR RD-577 TO CHANNESAR X-REGULATOR DOWNSTREAM RD-619 AND FROM RD-680 TO RD-706 DOWNSTREAM KUMBLIMA X-REGULATOR IN SINDH PROVINCE.

- 1. The Irrigation Department, Government of Sindh invites proposals to provide the Consulting Services for Procurement of Consultancy Services for Review of PC-I, Preparation of Detail Estimate and Design, Preparation of Tender Documents & Construction Supervision of Cement Concrete Lining of Rohri Main Canal from Jamal Shah X-Regulator RD-577 to Channesar X-Regulator Downstream RD-619 and from RD-680 to RD-706 Downstream Kumblima X-Regulator in Sindh Province. More details on the services are provided in the Terms of Reference.
- A firm will be selected under Quality and Cost Based Selection (QCBS) method and procedures described in this RFP, in accordance with SPPRA Rules 2010.
- 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 Form of Contract
- 6. Please inform us in writing at the following address, upon receipt:

  (a) that you received the complete Request for Proposal (RFP) document; and
  (b) whether you will submit a proposal alone or in association.

Yours sincerely,

Superintending Engineer Rohri Canal Circle Hyderabad Irrigation Department Government of Sindh 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 Consultants with all information needed to prepare their Proposals.
- . h) "LOI" (Section 1 of the RFP) means the Letter of Invitation issued 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 which the Consultant subcontracts any part of the Services.
  - 1) "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the procuring agency and the Consultant, and expected results and deliverables of the assignment.

#### 2. Introduction

- 2.1 The Procuring agency named in the Data Sheet will select a consulting firm/organization (the Consultant), in accordance with the method of selection specified in the Data Sheet.
- 2.2 The eligible Consultants 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 preproposal 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) - in case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been prequalified 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.
- 9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet.
- 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. Clarification and Amendment in RFP Documents



# PROCUREMENT PLAN FOR THE FINANCIAL YEAR 2017-18

S#	TITLE OF PROCUREMENT	ESTIMATED COST	Метнор	TENTATIVE / ACTUAL DATE OF N.I.T	TENTATIVE / ACTUAL CLOSING DATE OF N.I.T	TENTATIVE ACTUAL DATE OF AWARD OF CONTRACT	TENTATIVE / DEADLINE ACTUAL DATE FOR EXECUTION	REMARKS
01.	"Cement Concrete Lining of Rohri Main Canal from Jamal Shah Cross Regulator D/S RD-577+500 to Channesar Cross Regulator D/S RD-619+300 and from RD-680 to RD-706 D/S Kumblima Cross Regulator"	Billion	According to SPPRA Rules	September 2017	September 2017	Eight (15) Days after closing date	Eight (08) Days after awarding of contract	

SUPERINTENDING ENGINEER ROHRI CANAL CIRCLE HYDERABAD



## GOVERNMENT OF SINDH IRRIGATION DEPARTMENT

### NOTIFICATION

No.SO(R&S)8-110/2017-18/Part-IX: The Irrigation Department, Government of Sindh has pleased to constitute a Consultants Selection Committee in terms of Rule 67 of Sindh Public Procurement Rules-2010, for the works namely "Cement Concrete Lining of Rohri Main Canal from Jamal Shah Cross Regulator D/s RD 577+500 to Channesar Cross Regulator D/s 619+300 and from RD-680 to RD-706 D/S Kumblima Cross Regulator" with the following composition:-

 Superintending Engineer/Project Director Rohri Canal Circle Hyderabad Chairman

- Nominee/Representative of Planning & Development Member Department, Govt of Sindh, Karachi.
- Nominee/Representative of Finance Department Govt of Sindh, Karachi.

Member

Executive Engineer
 Hala Division Hala

Member

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5. Executive Engineer
Dad Division Shaheed Benazirabad

Member/Secretary

T.O.R's of the Committee are as provided under Rule 67 of Sindh Public Procurement Rules-2010 and also perform any other function ancillary and incidental to the above.

JAMAL MUSTAFA SYED

SECRETARY TO GOVT. OF SINDH

Karachi, dated the SKAugust 2017.

No.SO(R&S)8-110/2017-18/Part-IX
A copy is forwarded for information & necessary action to:-

 The Additional Chief Secretary (Dev), P&D Department, Govt. of Sindh Karachi with the request to nominate representative of your department as member for the above said Consultants Selection Committee.

 The Secretary Finance Department, Govt. of Sindh Karachi with the request to nominate representative of your department as member for the above said Consultants Selection Committee.

3. The Managing Director Sindh Public Procurement Regulatory Authority Karachi.

The Chief Engineer Irrigation Sukkur Barrage Left, Bank Region Sukkur with reference your letter No.WB-11/Committee/RMC/2017/4-W/4104 dated 17.08.2017.

5. The Superintending Engineer Project Director Robri Canal Circle Hyderabad

6. The Executive Engineer Hala Division Hala.

7. The Executive Engineer Dad Division Shaheed Benazirabad

8. The Section Officer (Planning), Irrigation Department, Govt. of Sindh, Karachi.

9. The Section Officer (B&A), Irrigation Department, Govt. of Sindh, Karachi.

10. P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi.

SECTION OFFICER (RR&S.)
For Secretary to Government of Sindh

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

#### 11. Preparation of Proposals

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

#### 12. Language

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

## 13. Technical Proposal Format and Content

- 13.1 While preparing the Technical Proposal, consultants must give particular attention to the following:
- (i) If a consultant considers that it does not have all the expertise for the assignment, it may obtain a full range of expertise by associating with individual consultant(s) and/or other firms or entities in a joint venture or sub- consultancy, as appropriate. The international consultants are encouraged to seek the participation of local consultants by entering into a joint venture with, or subcontracting part of the assignment to, national consultants.
- (ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.
- (iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

- (iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
- (v) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall be submitted for each position.
- 13.2 The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
- (i) A brief description of the consultant organization and an outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, *inter alia*, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.
- (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).
- (iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
- (iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last 10 years.
- (v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).
- (vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).
- (vii) Any additional information requested in the Data Sheet.
- 13.3 The Technical Proposal shall not include any financial information.
- 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
- 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.

assumed to be included in the prices of other activities or

14. Financial Proposals

15. Taxes

items.

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

17. Proposal Evaluation

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

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

18. Evaluation of Technical Proposals

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

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

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

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

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

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

#### 20. Negotiations

20.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a 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

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	<ul><li>(6) cost of printing and dispatching of the reports to be produced for</li><li>(7) other allowances where applicable and provisional or fixed sums</li><li>(8) cost of such further items required for purposes of the Services ne forgoing.</li></ul>	(if any); and
15.1	Amounts payable by the PA to the Consultant under the contract to be taxation, stamp duty and service charges	e subject to local
16.2	Consultant must submit the original and one copy of the Technical P original of the Financial Proposal.	roposal and the
13.2	Criteria, sub-criteria, and point system for the evaluation of Full Tech	hnical Proposals are
		Points
	(i) Specific experience of the Consultants relevant to the assignment:	[10]
	Total points for criterion (i)	[10]
	(ii) Adequacy of the proposed methodology and work plan in respond to the Terms of Reference:	ding
	a) Technical approach and methodology	[14]
	b) Work plan	[08]
	c) Organization and staffing	[08]
	Total points for criterion (ii)	[30]
	(iii) Key professional staff qualifications and competence for the assi	gnment:
	a) Project Manager/ Team Leader	[15]
	b) Contract Engineer	[06]
	c) Senior Engineer (2 Nos.)	[08]
	d) Survey Engineer	[06]
	e) Environmental Expert	[05]
	f) Economist	[04]
	h) Resident Engineer (2 Nos.)	
	i) Material Engineer (2 Nos.)	[08]
	Total points for criterion (iii)	[60]
	Total points for three criter	ion 100
	The number of points to be assigned to each of the above positions or determined considering the following three sub criteria and relevant p	
	1) General qualifications	[20%]
	Adequacy for the assignment	[60%]
	3) Experience in region, language and status with the firm	[20%]
	Total weight:	100%
	The minimum technical score St required to pass is: 70 Points	
	Remuneration Type: Time Based	
	The single currency for financial proposal is: Pak Rupees	
1.2	(i) All the participating firms shall submit 2% of Bid amount as Call I	Deposit in the shap
	of Pay Order, Demand Draft.	
	(ii) Successful consultant is required to submit performance secur	ity in form of pa
	order, demand draft or bank guarantee @ 3%.	P2-

5	Consultants undertake to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million.						
19.4	The formula for determining Financial Score is the following:						
	Sf=100 X Fm / F						
	In which Sf is the Financial Score. Fm is the lowest price and F is the price of proposal under consideration.						
	The weight given to Technical and Financial proposals are:						
	T = 90% of %age of Technical Score						
	P = 10% of %age of Financial Score						

TECHNICAL PERSONNEL

S.N r.	Position	Minimum Experience (years)	Minimum Qualifications	Min. Man Months Required
A	Study Team			
A-1	Professional Staff			
1	Project Manager / Team Leader	Minimum 20 years of experience with at-least 15 years in relevant field and 10 years as Project Manager / Team Leader	Ph.D. / M.E	2
2	Contract Engineer	Minimum 15 years of experience in Contracts Management	B.E (Civil)	2
3	Senior Engineers (2 Nos.)	Minimum 10 years of experience in the Field of Irrigation and Hydraulics Engineering	M.E.(Civil)	4
4	Survey Engineer	Minimum 10 years of experience with at-least 5 years in relevant field	B.E (Civil) / D.A.E	2
5	Environmental Expert	Minimum 10 years of experience in the Field	M.E / M.Sc. Environment	1
6	Sociologist / Socio- economist	Minimum 10 years of experience in the Field	M.Sc. Social Science or equivalent	1
7	Economist	Minimum 10 years of experience in the Field	M.Sc. Economist or equivalent	1
8	Agronomist & Soil Scientist	Minimum 10 years of experience in the Field	M.Sc. Agriculture/ Agronomy/Soil Science or equivalent	1
9	Junior Engineers (2 Nos.)	Minimum 06 years of experience	B.E (Civil)	4
A-2	Support Staff			
10	Sr. Surveyors (2 Nos.)	Minimum 10 years of experience with at-least 5 years in relevant field	D.A.E / Certificate Courses	4
11	AutoCAD Draftsmen (2 Nos.)	Minimum 05 year experience	Certificate Course	4
12	Computer Operator	Minimum 05 year experience	Certificate Course	2
		St	ub-Total (Study Team)	28
В	Construction Supervis	ion Team		
B-1	Professional Staff			
1	Project Manager / Team Leader	Minimum 20 years of experience with at-least 15 years in relevant field and 10 years as Project Manager / Team Leader	Ph.D. / M.E	.5
2	Resident Engineers (2 Nos.)	Minimum 15 years of experience with at-least 10 years in relevant field	B.E (Civil)	10

		Minimu	m Man Months (A+B)	173	
		Sub-Total (Construct	ion Supervision Team)	145	
11	Computer Operator	Minimum 05 year experience	Certificate Course	5	
10	AutoCAD Draftsmen (2 Nos.)	Minimum 05 year experience	Certificate Course	10	
9	Material Inspectors/ Lab Technicians (4 Nos.)	Minimum 07 years of experience with at-least 05 years in relevant field	D.A.E / Certificate Courses		
8	Supervisors (12 Nos.)	Minimum 08 years of experience	D.A.E / Certificate Courses	60	
7	Quantity Surveyor	Minimum 10 years of experience with at-least 08 years in relevant field	DAE (Civil) / Certificate Courses	5	
6	Sr. Surveyor (2 Nos.)	Minimum 10 years of experience with at-least 5 years in relevant field  D.A.E / Certificate Courses			
B-2	Support Staff				
5	Survey Engineer	Minimum 12 years of experience with at-least 5 years in relevant field	B.E (Civil) / D.A.E	5	
4	Material Engineers (2 Nos.)	Minimum 12 years of experience with at-least 10 years in relevant field  B.E (Civil) / MSc Geology			
3	Contract Engineer	Minimum 15 years of experience in Contracts Management  Minimum 15 years of Experience in Contracts B.E (Civil)			

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

### Section 3. Technical Proposal - Standard Forms

Refer to Reference Paragraph 13.2 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

Form TECH-1. Technical Proposal Submission Form

Form TECII-2. Consultant's Organization and Experience

A - Consultant's Organization B - Consultant's Experience

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

Provided to the Consultants A - On the Terms of Reference

B - On Facilities to be Provided to the Consultants

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

Assignment

Form TECH-5. Team Composition and Task Assignments

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

Form TECII-7. Staffing Schedule

Form TECH-8. Work Schedule

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

[Location, Date]
To:

The Chief Engineer, Sukkur Barrage, Left Bank Region Sukkur Camp @ Hyderabad

Dear Sir:

We, the undersigned, offer to provide the consulting services for Review of PC-I, Preparation of Detail Estimate and Design, Preparation of Tender Documents & Construction Supervision of Cement Concrete Lining of Rohri Main Canal from Jamal Shah X-Regulator RD-577 to Channesar X-Regulator Downstream RD-619 and from RD-680 to RD-706 Downstream Kumblima X-Regulator in Sindh 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 enveloper.

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

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

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

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

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

We remain,

Yours sincerely,

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

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

### A - Consultant's Organization

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

#### B - Consultant's Experience

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

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
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 US\$ or Euro):
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:
	1

Firm's Name:

## FORM TECH-3. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON FACILITIES TO BE PROVIDED TO THE CONSULTANTS

#### A - On the Terms of Reference

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

### B - On Facilities to be provided to the Consultants

[Comment here on facilities to be provided to the Consultants 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

[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 you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.
- b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the 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 ASSIGNMENTS

Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned
Construction Super Professional Staff	vision Team			
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

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

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

11. Detailed Tasks Assigned [List all tasks to be performed under this assignment]	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.] Name of assignment or project: Year: Location: PA: Main project features: Positions held: Activities performed:
	knowledge and belief, this CV correctly describes derstand that any willful misstatement described ssal, if engaged.
[Signature of staff member or authorized representative:	e of the staff] Date: Day/Month/Year

## FORM TECH-7. STAFFING SCHEDULE

S.N	Name of Staff		St	aff i	npı	ıt (ii	n th	e fo	rm	of a	bar (	char	t)		Total S	nth Input		
Prepa	aration of F	easibilit	y S	tudy	y, D	etai	iled	Des	ign,	PC	-I an	d To	ender	Doc	cuments			
		1	2	3	4	5	6	7	8	9	10	11	12	N	Home	Field	Total	
1	735-04-	Home	0.		Val.	5.8		631	144	120		1,00	31 16	70.0	8 . 10	12.14		
	1 4 3	Field	201							1		-8	- 1	1 12		1.40		
2						200.1					nic 5							
3																		
Const	ruction Sup	ervision				_					_				Sul	Total		
1	1 3.5	Home	W 46		Vi X	Ď.		200					1.720	e fig	7. Jan 11	regilaçã.	19%	
		Field		2 4	18/2			13			100	3.	.74	161	90		111	
2																		
3			-	-	$\dashv$	-				-	-							
															Sub	Total		
		-	-					-						-	=7.442	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	<b>学、基本的</b> 中的基本的	Part time input	Ħ		鼲			H			
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## FORM TECH-8. WORK SCHEDULE

S. Nr	Activity	Months													
		1	2	3	4	5	6	7	8	9	10	11	12	n	
	1														
	i i														
	*														
	=														
								1							

<sup>1</sup> 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.

<sup>2</sup> Duration of activities shall be indicated in the form of a bar chart.

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

#### 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

Form FIN-2. Summary of Costs

Form FIN-3. Breakdown of Costs by Activity:

Form FIN-4. Breakdown of Remunerations

Form FIN-4. Breakdown of Remunerations

Form FIN-5. Breakdown of Reimbursable Expenses

Form FIN-5. Breakdown of Reimbursable Expenses

Appendix. Financial Negotiations - Breakdown of Remuneration Rates

## FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Chief Engineer, Sukkur Barrage, Left Bank Region Sukkur, Camp @ Hyderabad.

Dear Sir:

We, the undersigned, offer to provide the consulting services for Review of PC-I, Preparation of Detail Estimate and Design, Preparation of Tender Documents & Construction Supervision of Cement Concrete Lining of Rohri Main Canal from Jamal Shah X-Regulator RD-577 to Channesar X-Regulator Downstream RD-619 and from RD-680 to RD-706 Downstream Kumblima X-Regulator in Sindh 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 below:

ceive.

<sup>1</sup> 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
Review of PC-I, Preparation of Detail Estimate and Design, Preparation of Tender Documents.	
Construction Supervision	
Total Costs of Financial Proposal 1	

<sup>1.</sup> Indicate the total costs. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

## FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY1

Group of Activities (Phase): 1	Description: Review of PC-I, Preparation of Detail Estimate and Design, Preparation of Tender Documents.
Cost Component	Costs
Remuneration	
Reimbursable Expenses	
Subtotals	

Group of Activities (Phase): 2	Description: Construction Supervision
Cost Component	Costs
Remuneration	
Reimbursable Expenses	
Subtotals	

<sup>1</sup> 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. 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.

<sup>2</sup> Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

<sup>3</sup> Short description of the activities whose cost breakdown is provided in this Form.

# FORM FIN-4. BREAKDOWN OF REMUNERATION1

(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Acti Preparation of			PC-I, Preparati	ion of Detail Estimate and Design,
Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate4	Input <sup>5</sup> (Staff-months)	Amount (Rs.)
[Home]				
[Field]				
Total Costs				

Name <sup>2</sup>	Position <sup>3</sup>	Staff-month Rate4	Input <sup>5</sup> (Staff-months)	Amount (Rs.)
[Home]				
[Field]				
Total Costs				

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

Remuneration = Staff-month Rate x Input.

## FORM FIN-4. BREAKDOWN OF REMUNERATION1

(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	Position	Staff-month Rate4
Review of PC- of Tender Docu	I, Preparation of Detail Es	timate and Design, Preparation
Construction Su	mervision	
construction be	aper vision	No.
		[Home
		[Ficial

<sup>1</sup> Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

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

<sup>3</sup> Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.

<sup>4</sup> Indicate separately staff-month rate and currency for home and field work.

## FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

Group of Activities (Phase):		Review of PC-I, Preparation of Detail Estimate and Design, Preparation of Tender Documents.						
Nº	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	Amount (Rs.)			
	Per diem allowances	Day						
	International flights <sup>5</sup>	Trip						
	Miscellaneous travel expenses	Trip						
	Communication costs between [Insert place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies, etc.							
	Shipment of personal effects	Trip						
	Use of computers, software							
	Laboratory tests.							
	Subcontracts - Survey							
	Local transportation costs							
	Office rent, clerical assistance							

Group of Activities (Phase):		Construction	Construction Supervision				
Nº	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	Amount (Rs.)		
	Per diem allowances	Day					
	International flights <sup>5</sup>	Trip					
	Miscellaneous travel expenses	Trip					
	Communication costs between [Insert place]						
	Drafting, reproduction of reports						
	Equipment, instruments, materials, supplies, etc.						
	Shipment of personal effects	Trip					
	Use of computers, software						
	Laboratory tests.			i			
	Subcontracts - Survey						
	Local transportation costs						
	Office rent, clerical assistance						
			Total C	osts			

<sup>1</sup> Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

<sup>2</sup> Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

<sup>3</sup> Indicate unit cost and currency.

<sup>4</sup> Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

<sup>5</sup> Indicate route of each flight, and if the trip is one- or two-ways.

## FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

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

N°	Description1	Unit	Unit Cost2
Per diem al	lowances	Day	
flights3		Trip	
Miscellaneo	ous travel expenses	Trip	<del></del>
	ntion costs between		
	e] and [Insert place]		
Drafting, re	production of reports		
Equipment,	instruments, materials,	supplies, etc.	
Shipment of	f personal effects	Trip	
	f personal effects puters, software	Trip	
	puters, software	Trip	
Use of comp	puters, software tests.	Trip	
Use of comp Laboratory Subcontract	puters, software tests.	Trip	

- 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 the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.
- 5 Indicate route of each flight, and if the trip is one- or two-ways.

SECTION 5: TERMS OF REFERENCE

#### **SECTION 5:**

#### DESCRIPTION OF SERVICES

#### CONSULTANCY SERVICES FOR

REVIEW OF PC-I, PREPARATION OF DETAIL ESTIMATE AND DESIGN, PREPARATION OF TENDER DOCUMENTS & CONSTRUCTION SUPERVISION OF CEMENT CONCRETE LINING OF ROHRI MAIN CANAL FROM JAMAL SHAH X-REGULATOR RD-577 TO CHANNESAR X-REGULATOR DOWNSTREAM RD-619 AND FROM RD-680 TO RD-706 DOWNSTREAM KUMBLIMA X-REGULATOR IN SINDH PROVINCE

#### TERMS OF REFERENCE (TOR)

#### 1. INTRODUCTION

Due to global climate changes and warming effects, the sources of water are dwindling all over the world with every passing year. The water resources of Pakistan are affected by a number of reasons, the major being the followings:

- · Construction of dams by India, on upstream side
- Non construction of large dams after Tarbela Dam
- Seepage losses in irrigation system
- · Inefficiency of distribution system and inequity of irrigation water
- · Lack of private sector participation
- · Increased poverty in backward irrigated areas

In Sindh Province, need for agricultural production is anticipated to increase due to population growth and urbanization. It is estimated that by 2025 the irrigation water requirements for agriculture would increase by about 50% if the current irrigation practices continue.

In Sindh Province, all canals are earthen except Akram Wah canal offtaking from Kotri Barrage. A huge amount of irrigation water is lost from these canals in the form of seepage from banks and bed. Lining is considered to be more effective in reducing the conveyance/ seepage losses in the alluvial canals. In order to minimize seepage losses, Govt. of Sindh has decided to initiate a project through Irrigation Department for Lining of Canal in Sindh Province.

#### 2. PROJECT OBJECTIVES

The overarching objective is to reduce seepage losses and improve conveyance efficiency, reliability and durability of Rohri Canal by Cement Concrete Lining of Rohri

Main Canal from Jamal Shah X-Regulator RD-577 to Channesar X-Regulator Downstream RD-619 and from RD-680 to RD-706 Downstream Kumblima X-Regulator in Sindh Province. Lining of this canal will help conserve significant amount of water and increase intensity of irrigation. In addition to this, it will also help reclaim the lands affected by waterlogging and salinity along the canals.

#### 3. SCOPE OF WORK

# 3.1 PREPARATION OF FEASIBILITY STUDY, DETAILED DESIGN, PC-I AND TENDER DOCUMENTS

It is proposed to implement the Cement Concrete Lining of Rohri Main Canal from Jamal Shah X-Regulator RD-577 to Channesar X-Regulator Downstream RD-619 and from RD-680 to RD-706 Downstream Kumblima X-Regulator during maximum one month closure period. The scope of works include, but not limited to, the following:

- i) Review all previous designs / reports / studies on the project.
- Carry out cross-section survey of the canal at 2 RD intervals. Establish PBM's at 2 RD interval before carrying out the cross-section survey.
- iii) Plot survey drawings on AutoCAD format
- Undertake condition survey of canal prism, assess condition of banks, IPs, encroachment on the ROW, etc.
- Estimate the amount of seepage occurring from the this reach and estimate the expected amount of water saving by virtue of lining.
- vi) Study and design the remodeling of canal section.
- vii) Study alternate methodology for remodeling under water flowing condition and remodeling during closure period.
- viii) Propose the approach, methodology and material to be used for remodeling, considering all possible alternate method.
- ix) Perform hydraulic design for selected lining method.
- Study alternate methodology for lining under water flowing condition and lining during closure period.
- xi) Propose the approach, methodology and material for lining, considering all possible alternate method.
- xii) Study various lining options like machine lining, shotcrete lining, etc.
- xiii) Study use of PVC / HDPE Liner and its efficiency in controlling the seepage
- xiv) Propose implantation methodology, showing Nr of work locations, nr of various equipment required, quantum of material, etc.
- xv) Carry out detail engineering design of all project components.
- xvi) Prepare tender drawings on A-3 size
- xvii) Prepare cost of the project, cost of works, escalation and physical contingencies, etc.

Estimate benefit to be obtained from the saving of seepage water in terms xviii) of additional crop area, increase in cropping intensities, etc. Prepare BOQ of the project works xix) XX) Undertake Socio-economic studies within the project area xxi) Undertake Environmental Impact Assessment of the project xxii) Undertake economic and financial analysis of the project Review PC-I document on the prescribed Proforma developed by the xxiii) Planning Commission, Govt: of Pakistan Prepare Tender Document on FIDIC Standard xxiv)

#### 3.2. CONSTRUCTION SUPERVISION AND CONTRACT MANAGEMENT

The Consultants shall assume full responsibility for the Contract Management and Construction Supervision of the contract and work in the capacity of "THE ENGINEER"

The Consultant shall also perform all the duties and functions required by him under the Conditions of Contract. Some of the important functions are:

- Approval of Contractor's program of work and any changes made thereto during construction;
- (ii) Approval of Contractor's "Quality Assurance Plan";
- (iii) Approval of all items of equipment, plant, materials etc. to be incorporated in the permanent works is required with the permission of the Client;
- (iv) Prepare / approve construction drawings in accordance with designs and other provisions of the Contract. The Consultants shall review and seek approval of the Client where necessary of all designs, drawings and sketches prepared and submitted by the Contractors under the terms of the Contract.
- (v) Review / approval of shop drawings submitted by the Contractor;
- (vi) Set out and provide baseline surveys with benchmarks for the Contractor to establish his survey control for construction. The consultant shall be responsible for design changes and bench marks established by the Contractor at each site of work and ensure their accuracy connecting all components under the Contract;
- (vii) Issue stop orders of work under the conditions of the construction contract, if required in consultation with the Employer;
- (viii) Certify the amount of work done under each item of the BOQ before submitting to the Client for approval;
- (ix) Operate field laboratory established and maintained by Contractor and perform tests as and when required to satisfy himself of the suitability of construction materials and quality of the works. The copy of the test reports shall be supplied to the Client for monitoring. Provision for additional support staff and helpers etc for the laboratory will be covered under direct cost. The costs of chemicals,

- reagents and other consumables and necessary transport will be provided by the Contractor under the separate Contract;
- Monitor the contractor's progress of work through project scheduling using latest available software;
- (xi) Prepare the variation orders if required, under the provisions of Construction of Contract and submit to the Client for his approval;
- (xii) Process claims of the Contractors as per procedure laid down in the Contract;
- (xiii) Update cost of Contract work;
- (xiv) Maintain a record of changes/ amendments to the construction drawings and verify "As Built Drawings" submitted by the Contractor in "Completion Report" of the Project.
- (xv) Assist Client in taking over the Contract work and prepare items of work to be completed by the Contractor during maintenance / defects liability period;
- (xvi) Prepare "Completion Report" of the project including summary of final costs and as built drawings and supply 05 copies of the same to the Client;
- (xvii) Identify any technical issue cropping up during the construction of the project and suggest remedial measures to the Client for implementation.

#### 4. REPORTING REQUIREMENTS

Reports to be submitted by the Consultant as a part of Consultancy Services will include the following:

# 4.1 REVIEW OF PC-I, PREPARATION OF DETAIL ESTIMATE AND DESIGN, PREPARATION OF TENDER DOCUMENTS.

- Review of PC-I After one week from commencement
- Tender Documents 10 Copies After one week from commencement
- Detail Estimate and Design After one week from commencement

#### 4.2 CONSTRUCTION SUPERVISION STAGE

Monthly Progress Report (05 copies)
 Draft Completion Report (05 copies)
 Final Completion Report (05 copies)

The monthly progress report will give the implementation progress and the financial progress status, summary of the problem areas, proposed modifications (if any), up-dated diagrams schedules and future actions for the use of the Client.

#### 5. ADDITIONAL SERVICES

Regarding any services additional to those specified above, the consultants, if specifically asked by the Client, shall;

- Provide specialist's technical advice on aspects of the works that are not normally required / provided in the consultancy agreement and which are encumbered during the execution of Contracts.
- However, any services which are not specifically mentioned in the TOR above, but are allied and essential for the effective implementation and completion of the Project will also be provided by the Consultants and will be deemed to have been part of this TOR with no additional cost effect.

#### 6. DURATION OF THE SERVICES

The Consultant will provide services for Review of PC-I, Preparation of Detail Estimate and Design, Preparation of Tender Documents & Construction Supervision of the Project for the period up-to-January – 2018.

# 7. FACILITIES TO BE MANAGED BY CONSULTANTS HIMSELF DURING CONSTRUCTION SUPERVISION.

The Consultants shall themselves mange following facilities during Construction Supervision Stage:-

- Site office and residential facilities for the Consultants Staff.
- Vehicles.
- Laboratory Facility.
- Survey Equipment
- Office equipment and supplies
- Communication equipment
- Reproduction equipment

# Sample Form

Consulting Firm: Assignment:	Country: Date:
Consultant's Representations Re	garding Costs and Charges
We hereby confirm that:	
(a) the basic salaries indicated in the attached to payroll records and reflect the current salaries of the have not been raised other than within the normal applied to all the firm's staff;	he staff members listed which
(b) attached are true copies of the latest salary slip	ps of the staff members listed;
(c) the away from headquarters allowances indica Consultants have agreed to pay for this assignment to	
(d) the factors listed in the attached table for so based on the firm's average cost experiences for the l by the firm's financial statements; and	
(e) said factors for overhead and social charges do other means of profit-sharing.	o not include any bonuses or
[Name of Consulting Firm]	-
C'	Date
Signature of Authorized Representative	Date
Name:	

# Consultant's Representations Regarding Costs and Charges (Expressed in [insert name of currency])

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Salary per Working Month/Day/Year	Social <sup>1</sup> Charge	Overhead <sup>1</sup>	Subtotal	Fee <sup>2</sup>	Away from Headquarters Allowance	Proposed Rate per working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour
		i i							

- Expressed as percentage of 1
   Expressed as percentage of 4

SECTION 6 - STANDARD FORM OF CONTRACT

#### 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.
- (i) "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.
- (I) "Party" means the PA or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.

- (o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

#### 1.2 Law Governing Contract

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

#### 1.3 Language

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

#### 1.4 Notices

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

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

#### 1.5 Location

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

#### 1.6 Authority of Member in Charge

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

#### 1.7 Authorized Representatives

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

#### 1.8 Taxes and Duties

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

#### 1.9 Fraud and Corruption

A. If the PA determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the PA may, after giving 14 days notice to the Consultant, terminate the

Consultant's employment under the Contract, and may resort to other remedies including blacklisting/disqualification as provided in SPPR 2010.

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

#### **Integrity Pact**

- B. If the Consultant or any of his Sub-consultants, agents or servants is found to have violated or involved in violation of the Integrity Pact signed by the Consultant as Appendix-G to this Form of Contract, then the Client shall be entitled to:
- (a) recover from the Consultant an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by the Consultant or any of his Sub-consultant, agents or servants;
- (b) terminate the Contract; and
- (c) recover from the Consultant any loss or damage to the Client as a result of such termination or of any other corrupt business practices of the Consultant or any of his Sub-consultant, agents or servants.

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

# 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

#### 2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.

# 2.2 Commencement of Services

The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

# 2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.

#### 2.4 Modifications or Variations

Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

#### 2.5 Force Majeure

The failure on the part of the parties to perform their obligation under the contract will not be considered a default if such failure is the result of natural calamities, disasters and circumstances beyond the control of the parties.

#### 2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

#### 2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

#### 2.5.4 Payments

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

#### 2.6 Termination

#### 2.6.1 By the PA

The PA may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC

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.

#### 2.6.3Payment 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 Conflicting Activities

of 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 6.2 Lump-Sum Payment The consultant has to submit bid security and the performance security at the rate mention in SC.

The total payment due to the Consultant shall not exceed the Contract Price which is inclusive of all costs required to carry out the Services described in the TOR. 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	Amendments of, and Supplements to, Clauses in the General
GC Clause	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:
	Attention:
	Facsimile:
	E-mail:
	Consultant:
	Attention:
	Facsimile:
	E-mail:

{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:					

- The date for the commencement of Services is [insert date].
- 2.3 The time period shall be [insert time period, e.g.: twelve months, eighteen months].
- 3.4 The risks and the coverage shall be as follows:

  (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of [insert amount and currency];
  - (b) Third Party liability insurance, with a minimum coverage of [insert amount and currency];
  - (c) professional liability insurance, with a minimum coverage of [insert amount and currency];
  - (d) 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
  - (e) 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.

Note: Delete what is not applicable

- {3.5 (c)} {The other actions are: [insert actions].}

  Note: If there are no other actions, delete this Clause SC 3.5 (c).
- {3.7 (b)} Note: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:

{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the PA.} {The PA shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.} {Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.}

- {5.1} Note: List here any assistance or exemptions that the PA may provide under Clause 5.1. If there is no such assistance or exemptions, state "not applicable."
- 6.1 The Consultant has to submit Performance security @ 3% of contract amount
- 6.3 The amount in Pak Rupees
- 6.5 The accounts are:

  for foreign currency or currencies: [insert account]

  for local currency: [insert account]

  Payments shall be made according to the following schedule:
  - (a) Monthly payment will be made on as per actual basis on submission of invoice supported by documents, vouchers, etc:
  - (b) The bank guarantee shall be released when the total mobilization advance payments has been recovered.

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

#### 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	)1 
Contract Value:	Y	
Contract Title:	and the same of th	
the procurement of any of Sindh (GoS) or an	contract, right, interest, p	ier] hereby declares that it has not obtained or induced orivilege or other obligation or benefit from Government sion or agency thereof or any other entity owned or practice.
fully declared the broke give and shall not give through any natural or director, promoter, shar or kickback, whether de the procurement of a co	erage, commission, fees et or agree to give to anyon r juridical person, include eholder, sponsor or subsi- escribed as consultation fe	, [name of Supplier] represents and warrants that it has to paid or payable to anyone and not given or agreed to the within or outside Pakistan either directly or indirectly ding its affiliate, agent, associate, broker, consultant, diary, any commission, gratification, bribe, finder's fee or otherwise, with the object of obtaining or inducing wilege or other obligation or benefit in whatsoever form declared pursuant hereto.
arrangements with all p	ersons in respect of or rel	and will make full disclosure of all agreements and lated to the transaction with GoS and has not taken any e above declaration, representation or warranty.
making full disclosure, declaration, representation obligation or benefit ob remedies available to Go Notwithstanding any rig indemnify GoS for any further pay compensation gratification, bribe, find	misrepresenting facts or ion and warranty. It agree tained or procured as afce of under any law, contract that and remedies exercise loss or damage incurred on to GoS in an amount er's fee or kickback given the procurement of any contract	and strict liability for making any false declaration, not taking any action likely to defeat the purpose of this test that any contract, right, interest, privilege or other presaid shall, without prejudice to any other rights and it or other instrument, be voidable at the option of GoS. ed by GoS in this regard, [name of Supplier] agrees to by it on account of its corrupt business practices and it equivalent to ten time the sum of any commission, in by [name of Supplier] as aforesaid for the purpose of contract, right, interest, privilege or other obligation or
	Name of Seller/Su	
Signature:	Signature:	
[Seal] [Seal]		

#### CONTRACT

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

WHEREAS, the Consultant is willing to perform these services, NOW THEREFORE THE PARTIES hereby agree as 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:

where  $R_l$  is the adjusted remuneration,  $R_{l0}$  is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration,  $I_l$  is the official rate of inflation for the first month for which the adjustment is to have effect and,  $I_{l0}$  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.

# Material

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

#### 9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.

#### 10. Insurance

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

#### 11. Assignment

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

#### 12. 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 CLIENT	FOR THE CONSULTANT
Signed by:	Signed by:
Title:	Title:
Witness:	Witness:

# (WORKS, GOODS & SERVICE) FINANCIAL YEAR 2017-18

SR. NO:	DESCRIPTION	QUANTITY (WHERE APPLICABLE)	ESTIMATED UNIT COST (WHERE APPLICABLE)	ESTIMATED TOTAL COST	FUNDS ALLOCATED	SOURCE OF FUNDS (ADP/NON ADP)	PROPOSED PROCUREMENT METHOD	TIMING OF PROCUREMENT				
								1 <sup>ST</sup> QTR	2 <sup>ND</sup> QTR	3 <sup>RD</sup> QTR	4 <sup>TH</sup> QTR	REMARKS
01.	Cement Concrete Lining of Rohri Main Canal from Jamal Shah Cross Regulator D/S RD-577+500 to Channesar Cross Regulator D/S RD-619+300 and from RD-680 to RD-706 D/S Kumblima Cross Regulator.	1.50% Estimated cost	%age	63.991 Million	0.750 Million	ADP Scheme No: 1277 of 2017-18	Private Consultants	0.1875 Million	0.1875 Million	0.1875 Million	0.1875 Million	

Approved and signed by the head of Procuring Agency

SUPERRYTENDING ENGINEER ROHRI CANAL CIRCLE HYDERABAD



No: WB-11/PERMISSION/DAD/2017/4-W/ 4103
OFFICE OF THE CHIEF ENGINEER
SUKKUR BARRAGE LEFT BANK REGION
SUKKUR DATED /7 AUGUST, 2017.

Phone # 071-9310192 Fax # 071-5805163

To:-

The Superintending Engineer

Rohri Canal Circle

Hyderabad.

SUBJECT:- PERMISSION FOR INVITATION FOR TECHNICAL & FINANCIAL

PROPOSALS FOR THE CONSULTANTS.

Reference:- Your office letter No. AC/G-55/ 2280 dated 15-08-2017 on the subject

noted above.

Keeping in view the position explained in your letter quoted under reference, necessary permission is hereby accorded for invitation for Technical & Financial proposals for procurement of Consultancy Services for the work "Cement Concrete Lining of Rohri Main Canal from Jamal Shah Cross Regulator D/S RD-577+500 to Channesar Cross Regulator D/S RD-619+300 and from RD-680 to RD-706 D/S Kumblima Cross Regulator through leading newspapers and by hoisting on SPPRA website as well as by observing all the codal formalities as per SPPRA Rules 2010.

In case of any violation in adherence of SPPRA Rules-2010 is observed or pointed out from concerned quarter the delinquent officer / official will be held responsible for the consequences. Please note.

BHAI KHAN LAKHO) CHIEF ENGINEER.

Copy forwarded to the Executive Engineer Dad Division Shaheed Benazirabad for information and necessary action.

(BHAI KHAN LAKHO) CHIEF ENGINEER.



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## GOVERNMENT OF SINDH IRRIGATION DEPARTMENT

## NOTIFICATION

No.SO(R&S)8-110/2017-18/Part-IX: The Irrigation Department, Government of Sindh has pleased to constitute a Consultants Selection Committee in terms of Rule 67 of Sindh Public Procurement Rules-2010, for the works namely "Cement Concrete Lining of Rohri Main Canal from Jamal Shah Cross Regulator D/s RD 577+500 to Channesar Cross Regulator D/s 619+300 and from RD-680 to RD-706 D/S Kumblima Cross Regulator" with the following composition:-

> 1. Superintending Engineer/Project Director Rohri Canal Circle Hyderabad

Chairman

- 2. Nominee/Representative of Planning & Development Member Department, Govt of Sindh, Karachi.
- 3. Nominee/Representative of Finance Department Govt of Sindh, Karachi.

Member

Executive Engineer

Member

Hala Division Hala

Executive Engineer Member/Secretar Dad Division Shaheed Benazirabad Executive Engineer

Member/Secretary

Karachi, dated the StAugust 2017.

THE STREET TOWN IN STREET TO THE TOTAL T.O.R's of the Committee are as provided under Rule 67 of Sindh Public Procurement Rules-2010 and also perform any other function ancillary and incidental to the above. Christophi -riP-tigoti Titrofor

> JAMAL MUSTAFA SYED SECRETARY TO GOVT. OF SINDH

No.SO(R&S)8-110/2017-18/Part-IX Par Company A copy is forwarded for information & necessary action to:-

The Additional Chief Secretary (Dev), P&D Department, Govt. of Sindh Karachi with the request to nominate representative of your department as member for the

above said Consultants Selection Committee. The Secretary Finance Department, Govt. of Sindh Karachi with the request to 2. nominate representative of your department as member for the above said Consultants Selection Committee.

The Managing Director Sindh Public Procurement Regulatory Authority Karachi. 3.

The Chief Engineer Irrigation Sukkur Barrage Left, Bank Region Sukkur with reference your letter No.WB-11/Committee/RMC/2017/4-W/4104 dated 17.08.2017.

The Superintending Engineer Project Director Rohri Canal Circle Hyderabad 5.

The Executive Engineer Hala Division Hala. 6.

The Executive Engineer Dad Division Shaheed Benazirabad 7.

The Section Officer (Planning), Irrigation Department, Govt. of Sindh, Karachi. 8.

The Section Officer (B&A), Irrigation Department, Govt. of Sindh, Karachi. 9.

P.S. to Secretary Irrigation Department, Govt. of Sindh, Karachi, 10. and the first of the second

> SECTION OFFICER (RR&S.) For Secretary to Government of Sindh

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