**R E Q U E S T F O R P R O P O S A L S (RFP)**

**D O C U M E N T**

**S E L E C T I O N O F C O N S U L T A N T S**

**Shaheed Mohtarma Benazir Bhutto Medical University, Larkana**

****

**Construction of boys hostel at Shaheed Mohtarma Benazir Bhutto**

**Medical university, larkana**

**Foreword**

This Standard Request for Proposals is applicable to consultant assignments by the procuring agencies of Sindh province whose legal agreement makes reference to the Sindh Public Procurement Rules, 2010

ii

**CONTENTS**

[Section 1. Letter of Invitatio](#page6)n 1

[Letter of Invitatio](#page7)n 2

[Section 2. Instructions to Consultant](#page8)s 3

[Data Shee](#page19)t  [1](#page19)5

[Section 3. Technical Proposal - Standard Form](#page25)s  [2](#page25)0

[Section 4. Financial Proposal - Standard Form](#page37)s  [3](#page37)2

**Preface**

1. This document Standard Request for Proposals (SRFP) is to be used for various selection methods described in the SPPR 2010.
2. Before preparing an RFP, the procuring agency/ user must be familiar with the SPPR 2010, and Rule No 72
3. Rule No 72 (1) shall be adopted for assignments of standard or routine nature where well-established practices and standards exist.
4. In case Rule No 72 (1) is not to be used, as the assignment is not an standard or routine nature, and standards and practices are not well-established, and procuring agency choses other method of selection according to Rule No 72 (2), (3), (4), (5), and (6), the reason shall be recorded in writing by the competent authority, and also sent to SPPRA with RFP.
5. The SRFP includes a standard Letter of Invitation, standard Instructions to Consultants, Terms of Reference, and a standard Form of Contract. The standard Instruction to Consultants and the standard General Conditions of Contract may not be modified under any circumstances. However, the Data Sheet and the Special Conditions of Contract may be used to reflect particular assignment conditions.

**Section 1**- Letter of Invitation



**Section 1. Letter of Invitation**

**Section 1**- Letter of Invitation



**Letter of Invitation**

Dear Mr./Ms.:

1. The Shaheed Mohtarma Benazir Bhutto Medical University (SMBBMU), Larkana (hereinafter called “Procuring Agency ”) now invites proposals to provide the following consulting services: Designs, Drawings, BOQs, tender documents and Construction Supervision for the HEC Project titled “Strengthening and Up-gradation of Universities of Backward areas (Construction of Boys Hostel at Shaheed Mohtarma Benazir Bhutto Medical University (SMBBMU), Larkana”

More details on the services are provided in the Terms of Reference.

1. This Request for Proposal (RFP) has been addressed to the following shortlisted/pre-qualified/interested Consultants by Higher education Commission in **Region-III** and **Category-III** (Less than 200 Million) registered with Pakistan Engineering Council (PEC):
2. NESPAK, Islamabad.
3. JV Osmani & Company (Pvt) Ltd, Karachi and RMJM.
4. Atif Nazar (Pvt) Ltd, Karachi.
5. JV G3 Engineering Consultant (Pvt) Ltd, Lahore and Synercon (Pvt) Ltd.
6. Engineering Consultants International (Pvt) Ltd, Islamabad.
7. EA Consultant (Pvt) Ltd, Karachi
8. JV M/S Global Engineering Services, Rawalpindi M/s Naqvi & Siddique Islamabad and M/s Reckon Consulting Engineers Islamabad
9. New Vision Engineering Consultant, Islamabad.
10. JV M/s. Halcrow Pak & M/s. Habib Fida Ali.

It is not permissible to transfer this invitation to any other firm.

1. A firm will be selected under Single Stage Two envelope Method and procedures described in this RFP, in accordance with the SPPR 2010.
2. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet) Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

1. Please inform us in writing at the following address *:*

**Office of the Project Director**

**Shaheed Mohtarma Benazir Bhutto**

**Medical University,Larkana.**

**Ph:+92-74-9410911**

, upon receipt:

1. *that you received the Letter of Invitation; and*
2. *whether you will submit a proposal alone or in association.*

Yours sincerely,

**Office of the Project Director**

Shaheed Mohtarma Benazir Bhutto Medical University (SMBBMU), Larkana.

**Tel: 074-9410911**

**Section 2.** Information to Consultants–Data Sheet



**Section 2. Instructions to Consultants**

|  |  |
| --- | --- |
| Sindh Public Procurement Regulatory Authority (SPPRA) | 3 |

**Section 2.** Information to Consultants–Data Sheet



**Instructions to Consultants**

*[Note to the Procuring Agency, this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Procuring Agency, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]*

**Definitions**

1. “Procuring Agency (PA)” means the department with which the selected Consultant signs the Contract for the Services.
2. “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
3. “Contract” means an agreement enforceable by law and includes General and Special Conditions of the contract.
4. “Data Sheet” means such part of the Instructions to Consultants that is used to reflect specific assignment conditions.
5. “Day” means calendar day including holiday.
6. “Government” means the Government of Sindh.
7. “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.
8. “LOI” (Section 1 of the RFP) means the Letter of Invitation sent by the procuring agency to the Consultant.
9. “Proposal” means the Technical Proposal and the Financial Proposal.
10. “RFP” means the Request For Proposal prepared by the procuring Agency for the selection of Consultants.
11. “Sub-Consultant” means any person or entity to whom the Consultant subcontracts any part of the Services.
12. “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.

**Section 2.** Information to Consultants–Data Sheet



**2. Introduction** 2.1The Procuring agency named in the Data Sheet will select aconsulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.

1. The eligible Consultants (shortlisted if so) are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.
2. Consultants should familiarize themselves with rules / conditions and take them into account while preparing their Proposals. Consultants are encouraged to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is, however optional. Consultants may liaise with procuring agency’s representative named in the Data

Sheet for gaining better insight into the assignment.

1. 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. Procuring Agency may provide facilities and inputs as specified in Data Sheet.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **3. Conflict of** | 3.1.1 Consultants are required to provide professional, objective, and | | | |
| **Interest** | 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 |

**Section 2.** Information to Consultants–Data Sheet



|  |  |  |  |
| --- | --- | --- | --- |
|  |  | 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** | 3.2 Government officials and civil servants may be hired as | | |
| **Relationships** | 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** | It is Government’s policy that Consultants | | under the contract(s), |
| **Corruption** | 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 | | |

**Section 2.** Information to Consultants–Data Sheet



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

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

1. **Eligibility of Sub-** A shortlisted Consultant would not be allowed to associate with

|  |  |
| --- | --- |
| **Consultants** | Consultants who have failed to qualify the short listing process. |
| **8. Only one** | Shortlisted Consultants may only submit one proposal. If a |
| **Proposal** | 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** | 9.1 The Data Sheet indicates Proposals validity that shall not be |
| **Validity** | more than 90 days in case of National Competitive Bidding |
|  | (NCB) and 120 days in case of International competitive |
|  | Bidding (ICB). During this period, Consultants shall maintain |
|  | the availability of Professional staff nominated in the Proposal. |
|  | The Procuring Agency will make its best effort to complete |
|  | negotiations within this period. Should the need arise; however, |
|  | the Procuring Agency may request Consultants to extend the |
|  | validity period of their proposals. Consultants who agree to |
|  | such extension shall confirm that they maintain the availability |
|  | of the Professional staff nominated in the Proposal, or in their |
|  | confirmation of extension of validity of the Proposal, |
|  | Consultants may submit new staff in replacement, who would |
|  | be considered in the final evaluation for contract award. |
|  | Consultants who do not agree have the right to refuse to extend |
|  | the validity of their Proposals. |
|  | 9.2 Consultants shall submit required bid security along with |
|  | financial proposal defined in the data sheet (which shall not be |

**Section 2.** Information to Consultants–Data Sheet



less than one percent and shall not exceed five percent of bid

amount).

**10. Clarification** 10.1 Consultants may request for a clarification of contents of the

**and Amendment in** bidding document in writing, and procuring agency shall

**RFP Documents** 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.

* 1. 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.

1. **Preparation of** 11.1 In preparing their Proposal, Consultants are expected to

|  |  |  |
| --- | --- | --- |
| **Proposals** |  | 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** | 13.1 | While preparing the Technical Proposal, consultants must give |
| **Proposal Format** |  | particular attention to the following: |
| **and Content** |  |  |
|  |  | (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-

**Section 2.** Information to Consultants–Data Sheet



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.

* 1. 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.
  2. 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.
  3. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.
  4. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) shall submitted for each position.

1. The Technical Proposal shall provide the following information using the attached Standard Forms (Section 3):
   1. 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.
   2. 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).
   3. 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).
   4. 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

\_\_\_\_\_ (PA may give number of years as per their requirement) years.

* 1. Estimates of the total staff input (professional and support

**Section 2.** Information to Consultants–Data Sheet



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).

1. 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).
   * 1. Any additional information requested in the Data Sheet.
   1. The Technical Proposal shall not include any financial information.
2. **Financial** 14.1 The Financial Proposal shall be prepared using the attached

**Proposals** Standard Forms (Section 4). It shall list all costs associated with

the assignment, including (a) remuneration for staff (in the field

and at the Consultants’ office), and (b) reimbursable expenses

indicated in the Data Sheet (if applicable). Alternatively

Consultant may provide their own list of cost. If appropriate,

these costs should be broken down by activity. All activities and

items described in the Technical Proposal must be priced

separately; activities and items described in the Technical

Proposal but not priced, shall be assumed to be included in the

prices of other activities or items.

**15. Taxes** 15.1 The Consultant will be subject to all admissible taxes including

stamp duty and service charges at a rate prevailing on the date

of contract agreement unless exempted by relevant tax

authority.

**16. Submission,** 16.1 Proposal shall contain no interlineations or overwriting.

**Receipt, and** Submission letters for both Technical and Financial Proposals

**Opening of** should respectively be in the format of TECH-1 of Section 3,

**Proposals** 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)

**Section 2.** Information to Consultants–Data Sheet



|  |  |  |  |
| --- | --- | --- | --- |
|  |  | shall be placed in a sealed envelope clearly marked “FINANCIAL | |
|  |  | PROPOSAL” followed by name of the assignment, and with a | |
|  |  | warning “**DO** **NOT** **OPEN** **WITH** **THE** **TECHNICAL** **PROPOSAL**.” | |
|  |  | If the Financial Proposal is not submitted in a separate sealed | |
|  |  | envelope duly marked as indicated above, this will constitute | |
|  |  | grounds for declaring the Proposal non-responsive. |  |
|  | 16.4 | The Proposals must be sent to the address indicated in the Data | |
|  |  | Sheet and received by the PA no later than the time and the date | |
|  |  | indicated in the Data Sheet, or any extension to this date. Any | |
|  |  | proposal received by the PA after the deadline for submission | |
|  |  | shall be returned unopened. In order to avoid any delay arising | |
|  |  | from the postal or PA’s internal despatch workings, Consultants | |
|  |  | should ensure that proposals to be sent through couriers should | |
|  |  | reach a day before the deadline for submission. . |  |
| **17. Proposal** | 17.1 | From the time the Proposals are opened to the time the Contract | |
| **Evaluation** |  | 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** | 18.1 | The evaluation committee shall evaluate the Technical | |
| **Technical Proposals** |  | 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 |

**Section 2.** Information to Consultants–Data Sheet



**19. Evaluation of**

**Financial Proposals**

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

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

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.
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.
3. In case of **Least Cost Selection LCS Method**, the bid found to be the lowest evaluated bid shall be accepted.
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 x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.
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.

**Section 2.** Information to Consultants–Data Sheet



|  |  |  |
| --- | --- | --- |
| **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** | 21.1 Technical Negotiations will include a discussion of the | |
| **Negotiations** | 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** | 22.1 If applicable, it is the responsibility of the Consultant, before | |
| **Negotiations** | 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** | 23.1 Having selected the Consultant on the basis of, among other | |
| **Professional** | things, an evaluation of proposed Professional staff, the PA | |
| **staff/experts** | 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 | |

**Section 2.** Information to Consultants–Data Sheet



the period of time specified in the letter of invitation to

negotiate.

**24. Award of** 24.1 After completing negotiations, the Procuring Agency shall

**Contract** 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.

* 1. After publishing of award of contract consultant required to submit a performance security at the rate indicated in date sheet.
  2. The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

1. **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**

The name of the Assignment is:

**Consultancy Services for Planning, Designing, Drawings, Cost Estimates, Boqs and Tender Documents for Construction of Boys Hostel at SMBB Medical University, Larkana.**

1. The name of the Client is:

**Shaheed Mohtarma Benazir Bhutto Medical University, Larkana.**

1. The description and the objectives of the assignment are:

**Objectives of the assignment is to get the buildings constructed in accordance with specifications and standards:**

1. Phasing of the Assignment (if any): **Yes**\_\_\_\_\_\_\_\_\_\_ **No**\_\_\_\_\_\_\_\_\_\_\_\_
2. Pre-Proposal Conference:

**No**\_\_\_\_\_\_\_\_\_\_ **Yes** \_\_\_\_\_\_\_\_\_\_\_ on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,2017 @\_\_\_\_\_\_\_\_\_\_\_\_

1. The consultants are requested to submit written queries on the content of these documents if they wish. A written addendum can be issued subsequently, to all invited participants.
2. The Client shall provide the following inputs:

**All Data and Reports available with Client**

1. The address for seeking clarification is: Mr.Kaleemullah Shaikh

@**Shaheed Mohtarma Benazir Bhutto Medical University, Larkana.**

Tel. 074-9410911, 0300-3430234

Kaleemshaikh20@yahoo.com

1. Association with other Short Listed Consulting Firms : **Note Allowed**
2. The number of copies of the Financial Proposal required are:

**Original Only**

1. The address for writing on the proposal is
2. Office of the Project Director @**Shaheed Mohtarma Benazir Bhutto Medical University, Larkana.**

Tel. 074-9410911, 0300-3430234

1. Date and time of proposal submission is 20/11/2017 @ 1030 Hours
2. Date and time of opening of Technical Proposal is 21/11/2017 @ 1100 Hours
3. Opening of Financial Proposal shall be intimated separately after technical evaluation process is completed.
4. Validity period of the proposal is: **90 Days**
5. The location for submission of proposal is:

Office of the Project Director, SMBBMU,Larkana.

1. Method of Evaluation

**Proposals will be evaluated in accordance with Quality cum Cost Based Selection Method. Weightings given to Technical & Financial Proposal are as under:**

**Technical Proposal 70% Financial Proposal 30%**

1. The evaluation of technical proposal shall be based on the following criteria:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Description / Items** |  |  | **Points** |
|  |  |  |  |  |
| i) | Profile & Experience |  |  | 10 |
| ii) | No. of Assignments / Projects successfully completed of similar nature specially HEI’s |  |  | 20 |
| iii) | Qualification and Competency of the Key Staff detailed | |  | 20 |
| iv) | Financial Position of the Firm |  |  | 10 |
| v) | Adequacy of the proposed Work Plan and Methodology in  responding to TORs | | | 10 |
| vi) | Presentation | | | 30 |
|  | **Total Points=========>** |  | **100** | |
|  |  |  |  |  |
| Minimum qualifying technical score is seventy five (75) points | | | |  |
| 20. Assignment Completion Period | |  |  |  |
| a. | Planning, Designing and Tender Documents |  | 01 Month |  |
|  |  |  |  |  |

`

**Evaluation Criteria**

**Total Marks:100**

**Qualification Marks: 75**

**Participants will be evaluated as per criteria defined below:**

|  |  |  |  |
| --- | --- | --- | --- |
| **1. Profile & Experience** | |  | **(Marks Allocated 10)** |
|  |  |  |  |
|  | **Experience (Years)** | **Marks** |  |
|  | 15 | 10 |  |
|  | 10 | 05 |  |
|  | 05 | 03 |  |

\*Experience of the only registered consultants will be accepted from the date of registration with Pakistan Engineer Council.

\*In case of firm, experience certificate should be signed by CEO / Senior Executive with supporting documents.

**2. No. of Assignments / Projects successfully completed**

**(Marks allocated 20)**

|  |  |
| --- | --- |
| **Client Details** | **Marks** |
| Over 10, well recognized Assignments undertaken in last 10 years, | 20 |
| worth more than or equal to 100 million preferably education, Hostels ,Hospitals, public sector Enterprise at National / International level. |  |
|  |  |
| Between 6 to 9, well recognized Assignments undertaken in last 10 | 10 |
| years, worth more than or equal to 100 million preferably education, Hostels, Hospitals, public sector Enterprise at National / International level. |  |
|  |  |
| 05, well recognized Assignments undertaken in last 10 years, worth | 05 |
| more than or equal to 100 million preferably education, Hostels, Hospitals public sector Enterprise at National / International level. |  |
|  |  |

\*Participant will provide the list of clients along with completion certificates.

**3. Qualification and Competence of the Key Staff detailed**

**(Marks allocated 20)**

A dedicated team of full time personnel who have adequate exposure to undertake the project. Personnel constituting the team would comprise of Senior Professionals & Lead Consultant.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Personnel** | **Qualification** | | **No. of**  **Personnel** | **Marks** |  |
|  |
| Project  Manager /  Team Leader | M.S, B.E (Preferred in relevantfield)  20 years’ experience,  minimum 05 years’ service with  existing firm. | | 01 | 08 |  |
|  |
|  |
|  |
|  |
|  |
|  |  |
| Sr. Associates | B.E (Preferred in relevant field)  15 years experience, minimum 05  years service with existing firm. | | 01 | 05 |  |
|  |
|  |
| Design  Engineers | B.E(Electrical Engineering)  15 years experience | | 01 |  |  |
|  |  |
|  |  |
| B. Architect |  | 01 | 05 |  |
|  |
|  |  |
| B.E (Mechanical / HVAC&R) | | 01 |  |  |
|  |  |
|  |  |  |  |
| Site Engineers | B.E (Civil) | | 01 | 02 |  |
|  |
| B.E (Electrical) | | 01 |  |
|  |  |
|  |  |  |

**4. Financial Position of the Firm (Marks allocated 10)**

|  |  |
| --- | --- |
| **Annual Turn Over** | **Marks** |
| Average Annual Turnover of last three years > PKR 50 Millions | 10 |
| Average Annual Turnover of last three years > PKR 25 Millions | 05 |

\* Financial statement duly audited by a firm of chartered accountant registered with institute of chartered of Pakistan (ICAP).

**5. Adequacy of the proposed Work Plan and Methodology in responding to TORs (Marks allocated 10)**

|  |  |  |
| --- | --- | --- |
| **S.No.** | **Qualification** | **Marks** |
| 01 | Work plan and Schedule to meet the deadlines | 05 |
| 02 | Quality Control and Cost Effectiveness | 05 |

**6. Presentation showing Conceptual design, Planning and Elevation (3d) (Marks allocated 30)**

**Section 3.** Technical Proposal - Standard Forms



**Section 3. Technical Proposal - Standard Forms**

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

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

[Form TECH-1. Technical Proposal Submission For](#page26)m  [2](#page26)1

[Form TECH-2**.** Consultant’s Organization and Experienc](#page27)e  [2](#page27)2

[A - Consultant’s Organizatio](#page27)n  [2](#page27)2

[B - Consultant’s Experienc](#page28)e  [2](#page28)3

[Form TECH-3. Comments and Suggestions on the Terms of Reference and on Counterpar](#page29)t

[Staff and Facilities to be Provided by the P](#page29)A  [2](#page29)4

[A - On the Terms of Referenc](#page29)e  [2](#page29)4

[B - On Counterpart Staff and Facilitie](#page30)s  [2](#page30)5

[Form TECH-4. Description of Approach, Methodology and Work Plan for Performing th](#page31)e

Assignment  [2](#page31)6

[Form TECH-5. Team Composition and Task Assignment](#page32)s  [2](#page32)7

[Form TECH-6. Curriculum Vitae (CV) for Proposed Professional Staf](#page33)f  [2](#page33)8

[Form TECH-7. Staffing Schedule](#page35)1  [3](#page35)0

[Form TECH-8. Work Schedul](#page36)e  [3](#page36)1

**Section 3.** Technical Proposal - Standard Forms



FORM TECH-1. TECHNICAL PROPOSAL SUBMISSION FORM



[*Location, Date*]

To: [*Name and address of PA*]

Dear Sirs:

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

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

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace* *this sentence with:* “We are hereby submitting our Proposal, which includes thisTechnical Proposalonly.”]
2. [*Delete in case no association is foreseen.*]

**Section 3.** Technical Proposal - Standard Forms



**For FTP Only**

FORM TECH-2**.** CONSULTANT’S ORGANIZATION AND EXPERIENCE



***A - Consultant’s Organization***

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

**Section 3.** Technical Proposal - Standard Forms



***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: | Duration of assignment (months): |
| Location within country: |  |
|  |  |
| 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): | No of professional staff-months provided by associated |
| Completion date (month/year): | Consultants: |
|  |  |
| Name of associated Consultants, if any: | Name of senior professional staff of your firm |
|  | involved and functions performed (indicate most |
|  | significant profiles such as Project |
|  | Director/Coordinator, Team Leader): |
|  |  |
| Narrative description of Project: |  |
|  | |
| Description of actual services provided by your staff within the assignment: | |
|  |  |
|  |  |

Firm’s Name:

**Section 3.** Technical Proposal - Standard Forms



**For FTP Only**

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



***A - On the Terms of Reference***

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

**Section 3.** Technical Proposal - Standard Forms



***B - On Counterpart Staff and Facilities***

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

**Section 3.** Technical Proposal - Standard Forms



FORM TECH-4. DESCRIPTION OF APPROACH, METHODOLOGY AND

WORK PLAN FOR PERFORMING THE ASSIGNMENT



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

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

* 1. *Technical Approach and Methodology,*
  2. *Work Plan, and*
  3. *Organization and Staffing,*

1. *Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*
2. *Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the 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.*
3. *Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.*]

**Section 3.** Technical Proposal - Standard Forms



FORM TECH-5. TEAM COMPOSITION AND TASK ASSIGNMENTS



Professional Staff

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name of Staff | Firm | Area of Expertise | Position Assigned | Task Assigned |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**Section 3.** Technical Proposal - Standard Forms



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*]: | | | | | |
|  |  |  |  |  |  |  |

1. **Membership of Professional Associations**:
2. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:
3. **Countries of Work Experience**:[*List countries where staff has worked in the last ten years*]:
4. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]:
5. **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:

**Section 3.** Technical Proposal - Standard Forms



**11. Detailed Tasks Assigned**

[*List all tasks to be performed*

*under this assignment*]

1. **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:



**13. Certification:**

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

Date:

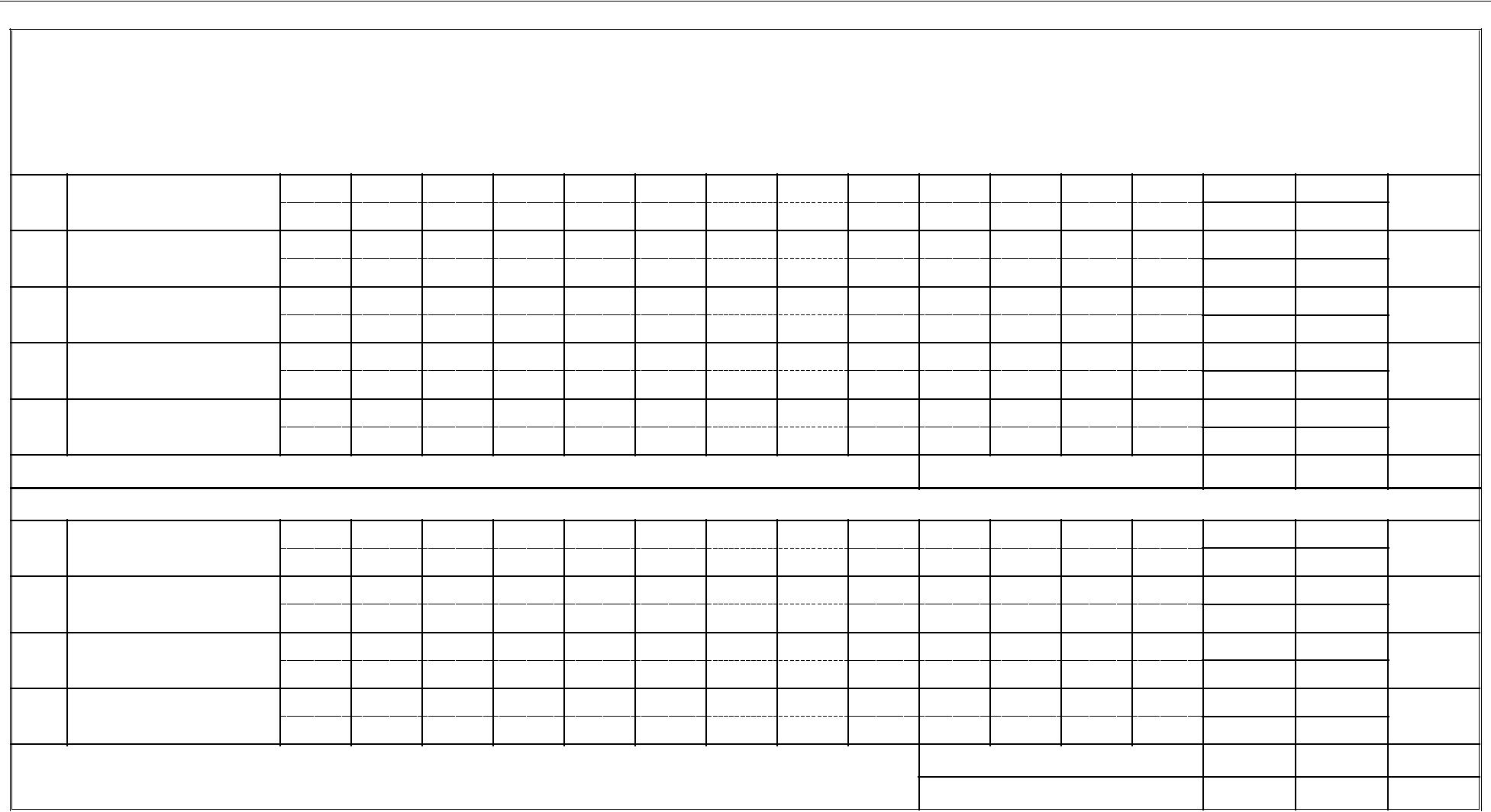
*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative:

**Section 3.** Technical Proposal - Standard Forms



FORM TECH-7. STAFFING SCHEDULE1



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

**Foreign**

[*Home*]

1

[*Field*]

2

3

n

**Subtotal**

**Local**

[*Home*]

1

[*Field*]

2

n

**Subtotal**

**Total**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Full time input |  | Part time input |  |
|  |  |  |

**Section 3.** Technical Proposal - Standard Forms



FORM TECH-8. WORK SCHEDULE



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

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

|  |  |
| --- | --- |
| **Section 4.** Financial Proposal - Standard Forms | 32 |
|  |  |

**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 For](#page38)m  [3](#page38)3

[Form FIN-2. Summary of Cost](#page39)s  [3](#page39)4

[Form FIN-3. Breakdown of Costs by Activity](#page40)**1**  [3](#page40)5

[Form FIN-4. Breakdown of Remuneration](#page41)**1**  [3](#page41)6

[Form FIN-4. Breakdown of Remuneration](#page43)**1**  [3](#page43)8

[Form FIN-5. Breakdown of Reimbursable Expenses](#page44)1  [3](#page44)9

[Form FIN-5. Breakdown of Reimbursable Expense](#page46)s  [4](#page46)1

[**Appendix.** Financial Negotiations - Breakdown of Remuneration Rate](#page47)s  [4](#page47)2

|  |  |
| --- | --- |
| **Section 4.** Financial Proposal - Standard Forms | 33 |
|  |  |

FORM FIN-1. FINANCIAL PROPOSAL SUBMISSION FORM



[*Location, Date*]

To: [*Name and address of PA*]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [*Insert title of* *assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our TechnicalProposal. Our attached Financial Proposal is for the sum of [*Insert amount(s) in words and* *figures*1].

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:

Name and Title of Signatory:

Name of Firm:

Address:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Section 4 – Financial Proposal – Standard Forms



FORM FIN-2. SUMMARY OF COSTS



**Costs**

|  |  |  |
| --- | --- | --- |
| Item | *Indicate Foreign Currency* | *Indicate Local Currency* |

Total Costs of Financial Proposal 2

1. Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
2. Indicate the total costs excluding local taxes to be paid by the PA in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Section 4 – Financial Proposal – Standard Forms



FORM FIN-3. BREAKDOWN OF COSTS BY ACTIVITY**1**



|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Group of Activities (Phase):**2 | | **Description:**3 | |  |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | **Costs** | |  |  |
| Cost component |  |  |  |  |  |
| [*Indicate Foreign* | [*Indicate Foreign* | [*Indicate Foreign* | [*Indicate* |  |
|  | *Currency # 1*]4 | *Currency # 2*]4 | *Currency # 3*]4 | *Local Currency*] |  |
|  |  |  |  |  |  |
| Remuneration5 |  |  |  |  |  |
| Reimbursable Expenses 5 |  |  |  |  |  |
| Subtotals |  |  |  |  |  |
|  |  |  |  |  |  |

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

Section 4 – Financial Proposal – Standard Forms



FORM FIN-4. BREAKDOWN OF REMUNERATION**1**

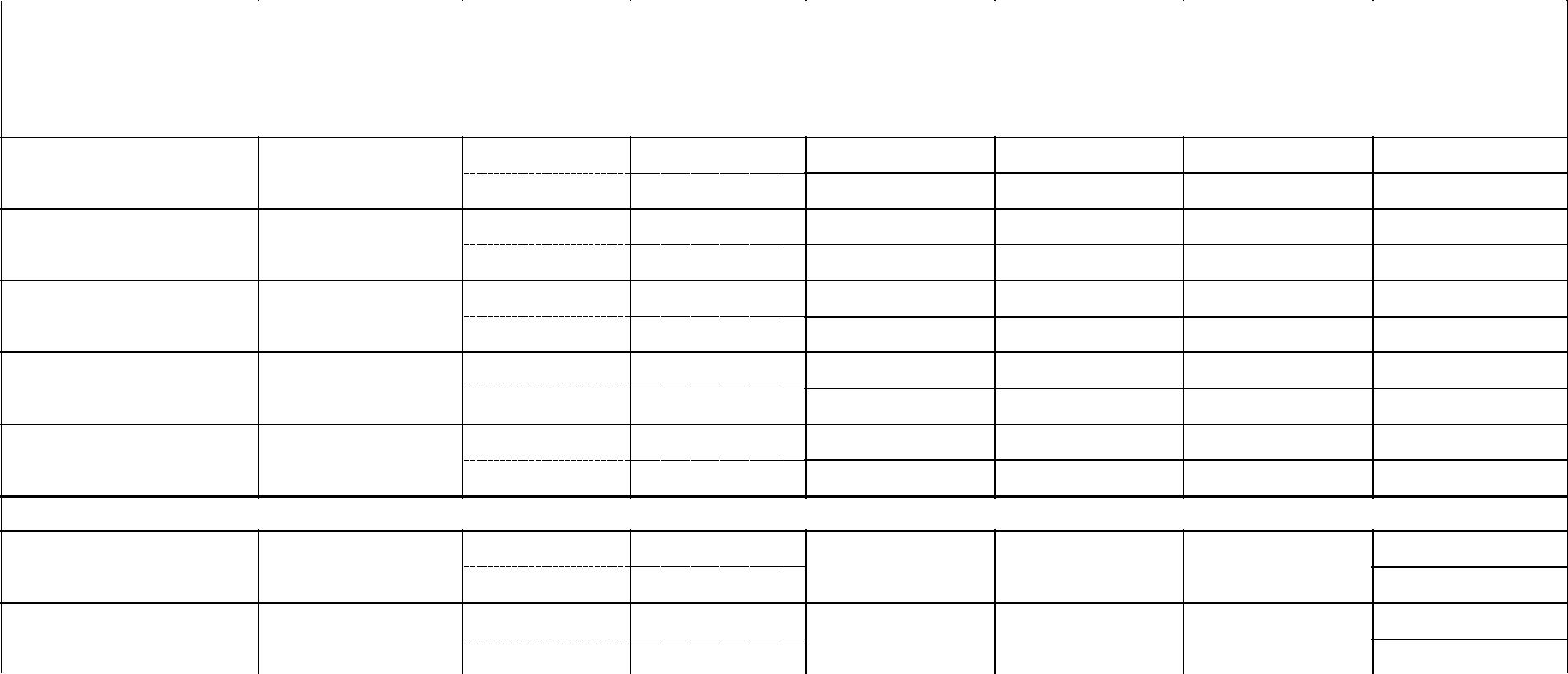


(This Form FIN-4 shall only be used when it is indicated in Reference Paragraph 5.6 of the Data Sheet that remuneration shall be Time Based)

**Group of Activities (Phase):**



|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | 2 |  | 3 | **Staff-month** | **Input**5 | [*Indicate* | [*Indicate* | [*Indicate* | [*Indicate Local* |  |
| **Name** |  | **Position** |  | **Rate**4 | (Staff-months) | *Foreign* | *Foreign* | *Foreign* | *Currency*]6 |  |
|  |  | 6 | 6 | 6 |  |
|  |  |  |  |  |  | *Currency # 1*] | *Currency # 2*] | *Currency # 3*] |  |  |

**Foreign Staff**

[*Home*] [*Field*]

**Local Staff**

[*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).

Section 4 – Financial Proposal – Standard Forms



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

|  |  |
| --- | --- |
| Section 4 – Financial Proposal – Standard Forms | 38 |
|  |  |

FORM FIN-4. BREAKDOWN OF REMUNERATION**1**



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

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



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

Section 4 – Financial Proposal – Standard Forms



FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES1



(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):**



|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | 2 |  |  | 3 |  | [*Indicate* | [*Indicate* | [*Indicate* | [*Indicate Local* |  |
|  | **N°** | **Unit** |  | **Quantity** | *Foreign* | *Foreign* | *Foreign* |  |
|  | **Description** | **Unit Cost** |  | *Currency*]4 |  |
|  |  | 4 | 4 | 4 |  |
|  |  |  |  |  |  |  | *Currency # 1*] | *Currency # 2*] | *Currency # 3*] |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Per diem allowances | Day |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | International flights5 | Trip |  |  |  |  |  |  |  |  |
|  |  | Miscellaneous travel expenses | Trip |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Communication costs between |  |  |  |  |  |  |  |  |  |
|  |  | [*Insert place*] and [*Insert place*] |  |  |  |  |  |  |  |  |  |
|  |  | Drafting, reproduction of reports |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Equipment, instruments, |  |  |  |  |  |  |  |  |  |
|  |  | materials, supplies, etc. |  |  |  |  |  |  |  |  |  |
|  |  | Shipment of personal effects | Trip |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Use of computers, software |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Laboratory tests. |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Subcontracts |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Local transportation costs |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Office rent, clerical assistance |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | Training of the PA’s personnel 6 |  |  |  |  |  |  |  |  |  |

Total Costs

Section 4 – Financial Proposal – Standard Forms



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

Section 4 – Financial Proposal – Standard Forms



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 allowances | Day |  |
|  |  |  |  |
|  | International flights3 | Trip |  |
|  | Miscellaneous travel expenses | Trip |  |
|  |  |  |  |
|  | Communication costs between |  |  |
|  | [*Insert place*] and [*Insert place*] |  |  |
|  |  |  |  |
|  | Drafting, reproduction of reports |  |  |
|  |  |  |  |
|  | Equipment, instruments, |  |  |
|  | materials, supplies, etc. |  |  |
|  |  |  |  |
|  | Shipment of personal effects | Trip |  |
|  |  |  |  |
|  | Use of computers, software |  |  |
|  |  |  |  |
|  | Laboratory tests. |  |  |
|  |  |  |  |
|  | Subcontracts |  |  |
|  |  |  |  |
|  | Local transportation costs |  |  |
|  |  |  |  |
|  | Office rent, clerical assistance |  |  |
|  |  |  |  |
|  | Training of the PA’s personnel 4 |  |  |

1. Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.
2. Indicate unit cost and currency.
3. Indicate route of each flight, and if the trip is one- or two-ways.
4. Only if the training is a major component of the assignment, defined as such in the TOR.

Section 4 – Financial Proposal – Standard Forms



**APPENDIX.** FINANCIAL NEGOTIATIONS - BREAKDOWN OF

REMUNERATION RATES



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

1. **Review of Remuneration Rates**
2. The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.
3. The PA is charged with the custody of funds from Government of Sindh and is expected to exercise prudence in the expenditure of these funds. The PA is, therefore, concerned with the reasonableness of the firm’s Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm’s remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.
   1. **Salary**

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

* 1. **Social Costs**

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

* 1. **Cost of Leave**

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

|  |  |  |  |
| --- | --- | --- | --- |
| Leave cost as percentage of salary 1 | = | *total days leave x 100* |  |
|  |  |
| *[365 - w - ph - v - s]* |  |
|  |  |  |

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

Section 4 – Financial Proposal – Standard Forms



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

1. **Overheads**

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

1. **Fee or Profit**

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

1. **Away from Headquarters Allowance or Premium**

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

1. **Subsistence Allowances**

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

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

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

Section 4 – Financial Proposal – Standard Forms



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

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

Section 4 – Financial Proposal – Standard Forms



**Sample Form**

Consulting Firm: Country:

Assignment: Date:

**Consultant’s Representations Regarding Costs and Charges**

We hereby confirm that:

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

*[Name of Consulting Firm]*

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Authorized Representative | | | Date |
| Name: | |  |  |
| Title: |  | |  |

**Section 4.** Financial Proposal - Standard Forms



**Consultant’s Representations Regarding Costs and Charges**

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

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Personnel | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  | Basic Salary per | Social |  |  | Fee2 | Away from | Proposed Fixed | Proposed Fixed |  |
| Name |  | Position | Working | Overhead1 | Subtotal | Headquarters | Rate per Working | Rate per Working |  |
|  | 1 |  |
|  |  |  | Month/Day/Year | Charges |  |  |  | Allowance | Month/Day/Hour | Month/Day/Hour1 |  |

Home Office

Field

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

General Condition of Contract



* 1. **General Conditions of Contract** 
     1. **GENERAL PROVISIONS**

1. **Definitions** Unless the context otherwise requires, the following terms whenever

used in this Contract have the following meanings:

1. “Applicable Law” means the Sindh Public Procurement Act, thereunder Rules 2010.
2. “Procuring Agency PA” means the implementing department which signs the contract
3. “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.
4. “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.
5. “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
6. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
7. “Foreign Currency” means any currency other than the currency of the PA’s country.
8. “GC” means these General Conditions of Contract.
9. “Government” means the Government of Sindh.
10. “Local Currency” means Pak Rupees.
11. “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.
12. “Party” means the PA or the Consultant, as the case may be, and “Parties” means both of them.

General Condition of Contract



1. “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
   1. “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
   2. “Services” means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.
   3. “Sub-Consultants” means any person or entity to whom/which the

Consultant subcontracts any part of the Services.

* 1. “In writing” means communicated in written form with proof of receipt.

1. **Law Governing** This Contract, its meaning and interpretation, and the relation between

**Contract** the Parties shall be governed by the applicable law.

1. **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. 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. **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. **Authority of** In case the Consultant consists of a joint venture/ consortium/ association **Member in** of more than one individual firms, the Members hereby authorize the

**Charge** 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.

General Condition of Contract



|  |  |  |  |
| --- | --- | --- | --- |
| **1.7 Authorized** | Any action required or permitted to be taken, and any document required | | |
| **Representatives** | 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** | The Consultant, Sub-Consultants, and their Personnel shall pay such | | |
| **Duties** | 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** | A. | If the PA determines that the Consultant and/or its Personnel, | |
| **Corruption** |  | 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).

General Condition of Contract



**2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF**

**CONTRACT**

|  |  |  |
| --- | --- | --- |
| **2.1 Effectiveness of** | | This Contract shall come into effect on the date the Contract is signed |
| **Contract** | | 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** | | The Consultant shall begin carrying out the Services not later than the |
| **of Services** | | number of days after the Effective Date specified in the SC. |
| **2.3 Expiration of** | | Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract |
| **Contract** | | shall expire at the end of such time period after the Effective Date as |
|  |  | specified in the SC. |
| **2.4 Modifications or** | | Any modification or variation of the terms and conditions of this |
| **Variations** | | 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 | The failure of a Party to fulfill any of its obligations under the contract |
|  | 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 | Any period within which a Party shall, pursuant to this Contract, |
|  | Time | 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. |

General Condition of Contract



1. **Termination**

2.6.1 By the PA

2.6.2 By the

Consultant

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

1. 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.
2. If the Consultant becomes insolvent or bankrupt.
3. If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
4. 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.
5. If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
6. If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

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:

1. If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.
2. Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
3. 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.
4. If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

General Condition of Contract



|  |  |  |
| --- | --- | --- |
| 2.6.3Payment | Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC | |
| upon | 2.6.2, the PA shall make the following payments to the Consultant: | |
| Termination |  |  |
|  | (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. |

1. **General**

3.1.1 **Standard of Performance**

**3. OBLIGATIONS OF THE CONSULTANT**

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.

1. **Conflict of** The Consultant shall hold the PA’s interests paramount, without any

**Interests** consideration for future work, and strictly avoid conflict with otherassignments or their own corporate interests.

1. C**onsultants 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.

1. Consul**tant 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.

General Condition of Contract



1. **Prohibition of Conflicting Activities**

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

1. **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.

1. **Insurance to** The Consultant (a) shall take out and maintain, and shall cause any Sub-

**be Taken Out** Consultants to take out and maintain, at their (or the Sub-Consultants’, as **by the** the case may be) own cost but on terms and conditions approved by the **Consultant** PA, insurance against the risks, and for the coverage, as shall bespecified 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.

1. **Consultant’s** The Consultant shall obtain the PA’s prior approval in writing before

**Actions**

**Requiring**

**PA’s Prior**

**Approval**

taking any of the following actions:

1. entering into a subcontract for the performance of any part of the Services,
   1. appointing such members of the Personnel not listed by name in Appendix C, and
   2. any other action that may be specified in the SC.
2. **Reporting** (a) The Consultant shall submit to the PA the reports and documents

**Obligations** specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

* 1. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

1. **Documents** (a) All plans, drawings, specifications, designs, reports, other

**Prepared by** documents and software submitted by the Consultant under this

**the Consultant** Contract shall become and remain the property of the PA, and the

**to be the** Consultant shall, not later than upon termination or expiration of this

**Property of** Contract, deliver all such documents to the PA, together with a

**the PA** detailed inventory thereof.

1. The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be

General Condition of Contract



specified in the SC.

1. **Accounting,** 3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to

|  |  |  |
| --- | --- | --- |
| **Inspection and** | keep, accurate | and systematic accounts and records in respect of |
| **Auditing** | the Contract, | in accordance with internationally accepted |
|  | accounting principles and in such form and detail as will clearly | |
|  | identify relevant time changes and costs. | |

1. 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** | The Consultant shall employ and provide such qualified and | |
|  | **Personnel** | 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** | (a) Except as the PA may otherwise agree, no changes shall be made | |
|  | **and/or** | in the Key Personnel. If, for any reason beyond the reasonable | |
|  | **Replacement** | control of the Consultant, such as retirement, death, medical | |
|  | **of Personnel** | 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 |

General Condition of Contract



experience acceptable to the PA.

* 1. The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.
     1. **OBLIGATIONS OF THE PA**

1. **Assistance and Exemptions** The PA shall use its best efforts to ensure that the Government shallprovide the Consultant such assistance and exemptions as specified inthe SC.
2. **Change in the Law Applicable Related to Taxes and Duties**

If, after the date of this Contract, there is any change in the ApplicableLaw with respect to taxes and duties which increases or decreases thecost incurred by the Consultant in performing the Services, then theremuneration and reimbursable expenses otherwise payable to theConsultant under this Contract shall be increased or decreasedaccordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 or (b), as the case may be.

1. **Services and Facilities** The PA shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

|  |  |
| --- | --- |
|  |  |
|  | **6. PAYMENTS TO THE CONSULTANT** |
| **6.1 Security** | The consultant has to submit bid security and the performance security |
|  | at the rate mention in SC. |

1. **Lump-Sum Payment**

The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

1. **Contract Price** The price payable in Pak Rupees/foreign currency/ is set forth in the

SC.

1. **Payment for Additional Services** For the purpose of determining the remuneration due for additionalservices as may be agreed under Clause 2.4, a breakdown of the lump-

sum price is provided in Appendices D and E.

1. **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 theSC, the first payment shall be made against the provision by theConsultant of an advance payment guarantee for the same amount, and

General Condition of Contract



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.

* 1. **GOOD FAITH**

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.

* 1. **SETTLEMENT OF DISPUTES**

**8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes iscrucial for a smooth execution of the Contract and the success of theassignment. 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 thisContract that cannot be settled amicably within thirty (30) days afterreceipt 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.

**Special Condition of Contract**



**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** | | | |
| **GC Clause** |  |  | **General Conditions of Contract** | |
| **{1.1}** | Sindh Public Procurement Act and Sindh Public Procurement Rules 2010. | | | |
| **1.3** | The language is English. | | | |
| **1.4** | The addresses are: | | | |
|  | Procuring Agency: | | | |
|  | Attention: |  |  |  |

Facsimile:



E-mail:



Consultant:



Attention:



Facsimile:



E-mail:



**Special Condition of Contract**



|  |  |  |  |
| --- | --- | --- | --- |
| **{1.6}** | {The Member in Charge is *[insert name of member]*} | | |
|  | ***Note****: If the Consultant consists of a joint venture/ consortium/ association* | | |
|  | *of more than one entity, the name of the entity whose address is specified in* | | |
|  | *Clause SC 1.6 should be inserted here. If the Consultant consists only of* | | |
|  | *one entity, this Clause SC 1.8 should be deleted from the SC.* | | |
| **1.7** | The Authorized Representatives are: | | |
|  | For the PA: |  |  |
|  | For the Consultant: |  |  |
| **1.8** | *PA shall specify all relevant taxes including stamp duty and service charges* | | |
|  | *to be borne by the consultant. In case there is exemption from any rates,* | | |
|  | *taxes, the same shall be mentioned here.* | | |

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

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

1. any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan ), in connection with the carrying out of the Services;
2. any equipment, materials and supplies brought into the Government’s country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;
3. any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the PA and which is treated as property of the PA;
4. any property brought into the province by the international Consultant, any

Sub-Consultants or the Personnel or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government’s country, provided that:

**Special Condition of Contract**



(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the

Government’s country in importing property into the Government’s country; and

(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Pakistan for which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government’s country, or

(ii) shall reimburse them to the PA if they were paid by the PA at the time the property in question was brought into the

Government’s country.

|  |  |  |
| --- | --- | --- |
| **2.2** | The date for the commencement of Services is *[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. |

**Special Condition of Contract**



|  |  |
| --- | --- |
|  | ***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** | Procuring Agency shall indicate bid security not less than 1% and above 5% |
|  | Performance security shall not exceed 10% of contract amount |
| **6.3** | The amount in Pak Rupees or in foreign Currency *[insert amount]*. |

**Special Condition of Contract**



**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:**

1. **Design Phase:**
2. Feasibility Study Phase = 10%

(Payment on Completion of this Phase)

1. Detailed Engineering Design Phase = 40%

(Payment on Completion of this phases)

1. Submission of Drawing = 20%
2. Submission of all Tender Documents = 15%
3. Tender Assistance Phase = 10%

(ON Completion of this phase)

1. After Completion of Civil Works. = 05%
2. **Supervision Phase:**

Fee for supervision will be paid in (%) percentage basis of the Interim Payment Certificate (IPC) for the project during construction phase.

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

**Special Condition of Contract**



**Appendix A**

**(INTEGRITY PACT)**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.**

**PAYABLE BY THE SUPPLIERS OF GOODS, SERVICES & WORKS IN**

**CONTRACTS WORTH RS. 10.00 MILLION OR MORE**

Contract No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Value: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contract Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

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

**Contract**



**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”).

* 1. 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.

1. **Term** The Consultant shall perform the Services during the period commencing

*[insert start date]* and continuing through *[insert completion date]* or anyother 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.

* 1. 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.

1. **Economic** In order to adjust the remuneration for inflation, a price adjustment provision **Price Adjustment** 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: |  |

**Contract**



1. **Project Administration**

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:

*Rl*  *Rlo*  *Il Ilo*

where *Rl* is the adjusted remuneration, *Rlo* is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration, *Il* is the official rate of inflation for the first month for which the adjustment is to have effect and, *Ilo* is the official rate of inflation for the month of the date of the Contract.”]

1. 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.

* 1. 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.

* 1. 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.

1. **Performance Standard** The Consultant undertakes to perform the Services with the highest standardsof professional and ethical competence and integrity. The Consultant shallpromptly 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 twoyears after its expiration, disclose any proprietary or confidential informationrelating to the Services, this Contract or the PA’s business or operations without the prior written consent of the PA.

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



1. **Consultant Not to be** **Engaged in** **Certain Activities**

The Consultant agrees that, during the term of this Contract and after itstermination, the Consultants and any entity affiliated with the Consultant, shallbe disqualified from providing goods, works or services (other than theServices or any continuation thereof) for any project resulting from or closelyrelated 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** | The Contract shall be governed by the laws of Islamic Republic of Pakistan or |
|  | **Governing** | the Provincial Government and the language of the Contract shall be English*.* |
|  | **Contract and** |  |
|  | **Language** |  |

1. **Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settledbetween the parties, shall be referred to adjudication/arbitration in accordancewith the Arbitration Act of 1940

FOR THE PA FOR THE CONSULTANT

Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TT

**Section-5**

**Terms of Reference (TORs)**

**TOR**

**TERMS OF REFERENCES**

**Project Name:** “Construction of Boys Hostel at Shaheed Mohtarma Benazir Bhutto Medical University, Larkana”.

**(Total Covered area is about 22805 sft)**

**Background:** Shaheed Mohtarma Benazir Bhutto Medical University, Larkana is a public sector University in the Medical Sector. University has received funds for the Project titled “Strengthening and Up-gradation of Universities of Backward areas (Construction of Boys Hostel at Shaheed Mohtarma Benazir Bhutto Medical University (SMBBMU), Larkana”

The Consultant will carry out the complete engineering services related to the project design, construction supervision and contract management.

The prospective bidders are advised to conduct site visit and find out other necessary details to meet the specific needs of the project.

**The consultant shall perform the following tasks:**

***Phase I: Detailed Design and Tender Documents***

***1. Detailed Design of the project***

The Consultant shall prepare the following documents taking into consideration all the specifications:

1. Detailed architectural drawing
2. Detailed structural drawings
3. Detailed electrical drawings
4. Detailed mechanical / plumbing drawings
5. Technical specifications
6. Bill of quantities
7. Tender Documents
8. Any other document necessary for the tender process

***Note: Drawings should include Design / Working drawings***

1. ***Tendering and Award of Contract*** 
   1. The consultant shall prepare, the notice to invite for competitive bidders to be advertised in newspaper which should contain essential information about the project and also process the advertisement in coordination with the “Client”.
   2. TheConsultantshalladvisethe“Client”duringthetenderopeningandevaluation. Upon receipt of tenders, the Consultant shall guide the evaluation committee during evaluation of the tender's in accordance with the accepted rules for procurement of works (SPPRA Rules 2010 amended 2013) and shall prepare a draft tender analysis report to the “Client” with recommendation for the eligible Contractor(s) from the technical and financial point of view.
   3. After the approval of the Contractor(s) selection, the consultant shall prepare and facilitate the contract agreement to be signed between the competitive bidder and the “Client” as per SPPRA Rules 2010 amended 2013 and Pakistan Engineering Council (PEC) Guide lines and Rules of Business.

**Stage-II Construction Supervision**

1. ***Site Handover and Preparation of working drawings***
   1. The consultant shall issue handover notice of the site to the Contractor(s) as per the general conditions of contract in coordination with the client.
   2. Preparation of working drawings for all buildings.
   3. Checking and approval of the Contractor(s)' shop drawings.
   4. Mark-out the buildings within the site as per the Master Plan.

***4. Review of Contractor(s)' Implementation Schedule***

4.1 the Contractor(s)' proposed implementation schedule shall be reviewed thoroughly by the Consultant. Interrelations between the various activities shall be carefully reviewed particularly with respect to time allocation, commencement and completion dates. At the end of this procedure, an agreed implementation schedule should be provided by the contractor(s) to the satisfaction of all parties.

1. ***Supervision of Construction Works***
   1. The Consultant should provide the necessary supervisory staff to be employed during the period of implementation in executive and supervisory capacities in respect of the construction contracts. The Consultant will be delegated with all normal duties and powers of the "Engineer" for the implementation of the project.
   2. It will be the responsibility of the Consultant to supervise all operations on behalf of the client and to ensure that the work of the Contractor(s) carried out in a proper workmanship and expeditious manner and in accordance with the contract documents.
   3. The Consultant will check, approve, reject and record, as the case may be, inter alia,

The following:

• Contractor(s)' construction plant and equipment

• Materials of construction

• Concrete testing, procedures and results

• Construction of site works: concrete structures, steel structures, finishing’s, mechanical & electrical works and other utilities as required.

* 1. Review and approve all methods proposed by the Contractor(s) for permanent and temporary works, formwork, etc. to ensure conformity with construction contracts and that the work can he carried out safely and in accordance with recognized and accepted practices.

1. ***Issue of Instructions to the Contractor(s)***
   1. These services will relate to the fulfillment of the contractor(s)' duties from drawing up and approval of the work program till the completion of works. The services will include issuing field instructions in writing as required relating to:

Quality of materials used in the works.

Equipment and methods of construction

Supervision, checking and testing of works carried out.

Clarification of drawings and specifications.

Progress of works to ensure that the work program is adhered to.

* 1. The Consultant shall not give any instructions which in his opinion are likely to increase the cost of works without the prior approval of the Client.

1. ***Advice to the Client on Progress Of Works***

7.1 It is of utmost importance that the progress of the Works be in accordance with the programmed implementation schedule since the timely implementation of the project necessitates the strict adherence to the approved timetable. The Consultant will keep the Client advised continuously as to work progress. If any deviation from the implementation schedule occurs, the Consultant will inform the Client about the necessary measures to be taken to avoid dalliance of the project.

1. ***Inspection and Testing of Works***
   1. At all stages of implementation, the consultant shall carry out regular inspection of materials and workmanship and acceptance tests to ensure compliance with the specifications. Where work on site at any time during the implementation does not meet the requirements of the specifications, it shall be removed or rectified. Cost of all tests will be borne by the contractor.
   2. Carry out inspection at time of substantial completion of the works and arrange, for issue of the Initial Hand-Over Certificate in coordination with the Client.
   3. Undertake periodic inspections during the Defects Liability Period and notify the Client and Contractor of' any defect on the construction works, and supervising their repair. Following the expiry of the Defects Liability period, arrange for issuing the Final Hand-Over Certificate in coordination with the Client.
2. ***Approval of Payment Certificates***

9.1 The consultant shall, in parallel with the Contractor(s), make field measurements ofall works done, which will be required for checking and certifying the Contractor(s)'

Invoices.

II. Post - approval:

* 1. Certify all of the Contractor(s)' monthly statement and final statement within the time specified in the contract and forward to the Client for arranging payment.
  2. The Consultant shall, during the course of works, keep accurate records of all dates and quantities of work carried out, all payments made to the Contractor(s), and all materials and equipment supplied to the site.

1. ***Reporting / Meeting***
   1. The Consultant will keep the Client continually informed on the progress of the works, and all budgetary and financial matters pertaining to the project, by submitting to him the following reports:

* Monthly progress reports including: information on measurements of works executed, equipment and material supplied to site, used and/or stored – quality tests on earthworks, concrete works, construction materials and equipment – labor force - variation orders if any - payments made to the Contractor(s) – acceptance tests of structures - problems encountered and recommendation made by the consultant - photographs recording the progress of work.
* Final report on completion of works and/or Consultants' assignment. The

consultant will prepare and advice on the issue of the Initial and Final Hand-Over Certificates.

* 1. Arrange site meetings with Contractor(s) at regular intervals to discuss progress and quality of works, and resolve any pertaining problem.
  2. The Consultant shall issue Variation order and claims for extension of time or any change in works according to the contract after obtaining the approval of the Client. The Consultant shall also monitor the contract costs relative to the Client's budgetary provisions.

***11. Delivery to the Client "As Built" Drawings***

11.1 The Consultant shall at the completion of the project, provide the Client, free of charge, a full copy of the as-built drawings which are recording any changes in the original work drawings.

**12.Attendance in Meetings**

The Consultant’s key design professionals, covering the various technical disciplines shall attend, actively participate and cooperate with the Client’s request for meetings at its expenses, which shall include but not be limited to the following meetings:

* 1. Design review Meetings
  2. Progress Meetings.
  3. Value Engineering Studies / Workshops.
  4. Risk Management & Review Workshop (Technical issues only)
  5. Any other meetings held in relation to the project.

**13.Design Codes**

* 1. The Consultant shall provide all his services in accordance with internationally recognized codes, standards and recommended best practices (CAA, BS, NF A, ASTM, AIA, HTM etc). All specified equipments and material shall comply with recognized codes and standards.
  2. The Consultant shall advice the Client in writing of all codes, standard and recommended best practices that he intends adopting throughout the design for the written acceptance and written approval of the Client and shall provide the Client with three hard copies and of soft copy of all intended and approved codes, standards and recommended practices.
  3. Emphasis shall be placed on energy conservation measures and techniques.

1. **Green Elements.**
   1. The Consultant shall, on a regular basis, report on environmental issues

(both positive and negative) and shall report on “green” elements initiatives and practices built into the design, construction and operation of the Project.

* 1. The design shall take into consideration environmental requirement, and constraints that may be raised at different stages of the project whenever applicable.

1. **Use of Local Elements**

To the extent possible, the Consultant will maximize the use of local products and materials in the design, in the meantime ensuring that state-of-the are concepts and technologies are applied to the design:

1. **Construction analysis** 
   1. In conjunction with the Client, the Consultant shall undertake constructability analysis of the design. Constructability is the process of review, analysis and application of ideas and methods that will result in a final product that can be built most effectively and in the shortest period of time without sacrificing quality, taking into consideration, such items as schedule, materials, required construction equipment, available manpower, work methods and required quality control measures etc.
   2. The design and construction documents should be developed with consideration for constructability to make sure that there are no ambiguities, inconsistencies or other problems, which could lead to otherwise, preventable difficulties during construction.
2. **Disabled Friendly Design**

The design shall also cater for the accessibility for the disabled for all services / facilities and processing and movement throughout the facilities / buildings

1. **Design Software**

The Consultant, in the preparation of the Project Specifications, shall utilize FPS System.

1. **Deliverables** 
   1. The Consultant’s deliverable shall be produced and submitted in accordance With an approved program of work and in accordance with set Milestones.
   2. The Consultant’s deliverables shall be produced at appropriate scales and level of details and not less than those stated. These shall be produced for all systems and services and shall be fully coordinated, each with the architectural and specialist elements and each service with one another.
2. **Complete Design by Consultants** 
   1. The Consultant is responsible for the complete design of all non priority

Systems in the project, and coordination / modification of design to accommodate all propriety system. Use of contractor provided specialist suppliers, vendors or subcontractors to assist or perform design tasks and prepare specifications on behalf of the Consultant shall be accepted other than with the specific written approval of the Client.

* 1. The Consultant shall ensure that all materials, products and / or equipment specified for use on the Project have been proven satisfactorily for commercial use for at least five (05) years. The Consultant shall ensure, demonstrate and substantiate that such materials, products and equipment can be competitively procured by the Client from at least four different independent sources.

1. **Indemnity** 
   1. If the Client suffers and losses or damages as a result of proven faults, errors or omissions in the design of the project, the Consultant shall make good such losses or damages, subject to conditions that the maximum liability, as aforesaid, shall not exceed twice the total remuneration of the Consultants for design phase in accordance with the terms of Contract.
   2. The liability of Consultant expires after (01) year from the stipulated date of completion of construction work.
2. **Budget Control**

The Consultant is to ensure that the Project is designed and constructed within the Approved Budget. In doing so, the Consultant must monitor the estimated construction cost throughout all stages of design. The Consultant shall submit detailed cost estimate reports at the end of each design stage. If the final cost estimate exceeds the approved project budget in Section 5.7 by more than 5%, the Client may instruct the Consultant to amend the final designs to ensure that the final design cost estimate does not exceed the approved budget. An additional design required will be performed by the Consultant without any additional fee.

1. **Copyrights**

Promotional rights for publication of the Projects are the sole property of the Client, and any use by the Consultant of such shall be subject, in all instances, to the Client’s prior written approval.

1. **Error Free Design**

The Consultant in preparing tender documents, contract documents and documentation required for the construction of the Project, take care to ensure that these are complete in all respects and there are no errors or omissions in relation thereto which may necessitate the issue of variation orders and / or entitle the contractor (s) to additional payments and / or time under the construction contract.

1. **Cost estimation**

* All Cost Estimate activities shall be carried out by the Consultant.
* Basis of Cost estimates is Sindh Govt. composite Schedule of Rates 2012