



**OFFICE OF THE EXECUTIVE ENGINEER  
PROJECT DIRECTORATE OF  
COMMISSIONER KARACHI**

4, Club Road, Karachi. Tel No. 99205637, Fax 99205638  
E-mail: [pdcommissioneratekarachi@gmail.com](mailto:pdcommissioneratekarachi@gmail.com)

No: EE/PD/CKD/ /2017-18

Dated: /05/ 2018

To,

The Director (CB),  
Government of Sindh,  
Sindh Public Procurement Regulatory Authority,  
Karachi.

**SUBJECT: NIT: NO. EE/PD/CKD/11/2017-18, Dated: 07-05-2018.**

Please enclosed find herewith NIT, attested photocopy of Consultant Selection Committee and Complaint Redressal Committee, Annual Procurement Plan, standard bidding document (RFP) containing the eligibility criteria & other necessary information for hoisting on SPPRA website at an earliest.

Enclosed CD

  
EXECUTIVE ENGINEER  
Project Directorate of  
Commissioner Karachi

Cc to: -

1. The Project Director, Project Directorate of Commissioner Karachi.

SPPRA INWARD DIARY

NO: 2979

Date: 10-05-2018

EXECUTIVE ENGINEER  
Project Directorate of  
Commissioner Karachi



# OFFICE OF THE PROJECT DIRECTOR PROJECT DIRECTORATE OF COMMISSIONER KARACHI

4, Club Road, Main Commissioner Office, Karachi  
Tele Phone: 99205637, Fax: 99205638  
Email: [pdcommissioneratekarachi@gmail.com](mailto:pdcommissioneratekarachi@gmail.com)

No. PD / CKD / 287 / 2017-18

Dated: 08 / 05 / 2018

## NOTIFICATION

With the approval of Competent Authority i.e. Secretary (G.A) Services General Administration & Coordination Department Government of Sindh, Karachi. The Consultant Selection Committee comprising of following members is hereby notified as under for the hiring consultant for the scheme "Construction of Anti-Corruption Complex Karachi".

01	Project Director, Project Directorate of Commissioner Karachi.	Chairman
02	Executive Engineer, Project Directorate of Commissioner Karachi.	Member / Secretary
03	Nominee of P & D Department not below the rank of BS-18.	Member
04	Nominee of Finance Department not below the rank of BS-18.	Member
05	Deputy Director Anti-Corruption Establishment (ACE) South.	Member

**PROJECT DIRECTOR**  
Project Directorate of  
Commissioner Karachi

### C.C. to: -

1. The Chairman Planning & Development Board, Government of Sindh, Karachi with the request to nominate / notify an officer not below the rank of BS-18 for the above purpose.
2. The Secretary (G.A) Services General Administration & Coordination Department Government of Sindh, Karachi.
3. The Secretary to Government of Sindh, Finance Department with the request to nominate / notify an officer not below the rank of BS-18 for the above purpose.
4. The Executive Engineer Project Directorate of Commissioner Karachi.
5. The Deputy Director ACE (South) Karachi.

*Attended*

*[Signature]*

*[Stamp]*

**PROJECT DIRECTOR**  
Project Directorate of  
Commissioner Karachi



NO:Dev(SGA&CD)/3(356)/2016  
GOVERNMENT OF SINDH  
SERVICES, GENERAL ADMINISTRATION AND  
COORDINATION DEPARTMENT

Karachi dated 12<sup>th</sup> May, 2017

## NOTIFICATION

The competent authority has been pleased to constitute Complaint Redressal Committee under rule-31 of Sindh Public Procurement Rules, 2010 for the project Directorate, Commissionerate Karachi comprising the following:-

1	Project Director Commissionerate Karachi	Chairman
2	Representative of Accountant General Sindh	Member
2	Director Local Government Karachi	Member

This issues with the approval of Chief Secretary, Sindh.

(SHAZIA RIZVI)  
SECRETARY (GA)

NO:(Dev)SGA&CD-3(356)/2016,

Karachi dated 12<sup>th</sup> May, 2017

A copy is forwarded to the:-

- 1) Accountant General Sindh, Karachi.
- 2) Chairman Board, P&D Department, Govt of Sindh, Karachi.
- 3) Principal Secretary to Chief Minister Sindh, Karachi.
- 4) Principal Secretary to Governor Sindh, Karachi.
- 5) Secretary to Govt. of Sindh Finance Department.
- 6) Secretary to Govt. of Sindh Local Govt. Department.
- 7) Commissioner Karachi Division.
- 8) Managing Director Sindh Public Procurement Authority.
- 9) Sr. Chief PP&H Planning & Development Department.
- 10) Project Director Commissionerate Karachi.
- 11) Deputy Secretary (Staff) to Chief Secretary Sindh, Karachi.
- 12) PS to Chief Secretary Sindh, Karachi.
- 13) PS to Secretary (GA) SGA&CD.

*Attended*

*Govt*

*Government of Sindh*

*WAK*  
ABDUL WAHEED KHAN  
ASSISTANT DIRECTOR (DEV)



**OFFICE OF THE EXECUTIVE ENGINEER,  
PROJECT DIRECTORATE OF  
COMMISSIONER KARACHI DIVISION**

4, CLUB ROAD MAIN COMMISSIONER OFFICE, KARACHI  
TEL NO 021-99205637, FAX NO 021-99205638

No.EE/PD/CKD/11/2017-2018

Karachi

Dated: 07-05-2018.

**NOTICE FOR INVITING REQUEST FOR PROPOSAL  
REQUEST FOR PROPOSAL (RFP)**

Executive Engineer, Project Directorate of Commissioner Karachi Division invites Proposals for Engineering Consultancy Services under Sindh Public Procurement Rules 2010 (Amended 2018) from reputed consulting firms for the assignment with scope of services mentioned below but not limited to.

S.No	Name of Work	Scope of Services	Duration of Assignment
1.	Consultancy Services for Construction of Anti-Corruption Complex, Karachi,	Consultancy Services for Construction of Anti-Corruption Complex, Karachi, where the services required Topographic Survey, Geo-Technical Investigation, Architectural & Structural Designs / Drawings, Plumbing, Electrical, HVAC Parking Impact Study Designs / Drawings, Preparing Engineering Estimates, BOQ's, Specifications, Tender Documents & Detail Supervision of Project with allied works.	Design = 1 Month Tender Phase and Approval of Contractor = 1 Month Construction Phase = 36 Months

- Eligibility (Mandatory):** Valid Registration with Pakistan Engineering Council and having Project Profile Code 1201, Income Tax Registration and Sindh Revenue Board Registration.
- RFP Documents:** Applications are invited from interested National Firms according to Quality Cost Based Selection (QCBS) selection method. Interested consulting firms can obtain the Request for Proposal from the address mentioned below. The request must clearly state "Request for RFP" along with name of assignment. The documents are available at a non-refundable fee of Rs. 3,000/- for each work.
- Dead Line of Issuance of Documents:** Documents will be issued to interest firms from date of publishing to next 15 working days upto 2:00 PM on the last day.
- Dead Line of Submissions:** Dully filled Technical & Financial Proposals and attached with relevant certificates, must reach on the address mentioned herein below on or before upto 2:00 PM on 28-05-2018. The Technical Proposal shall be opened on same day at 3:00 PM in presence of representative of participating firm, who may wish to be present. Only Technically qualified firms shall be entertained for Financial Bids.
- Evaluation Criteria:**
  - Applications with required documents attached shall be evaluated on the score obtained and firms obtaining 75% and above score shall be considered for financial participation.
  - Applications of blacklisted firms shall not be considered.
  - Procuring agency shall disqualify the applicant if, at any stage, it finds that the information submitted for qualification was either significantly inaccurate or incomplete.
- Bid Security:** Rs. 200,000/- in shape of Bank Draft/Pay Order in favor of Executive Engineer, Project Directorate of Commissioner Karachi Division to be submitted with Technical Proposal (Any firm which does not submit bid security shall be disqualified)
- Bid Validity:** 90 Days
- Interested firms should address their inquiries and submit their applications to the following:  
Addressed: Executive Engineer, Project Directorate of Commissioner Karachi Division 4, Club Road Main Commissioner Office, Karachi.  
Telephone No: 021-99205637, 021-99205638, Email: - [pdcommissioneratekarachi@gmail.com](mailto:pdcommissioneratekarachi@gmail.com)
- Procuring agency may reject all or any bid subject to the relevant provisions of Sindh Public Procurement Rules 2010.

**EXECUTIVE ENGINEER  
PROJECT DIRECTORATE OF COMMISSIONER KARACHI DIVISION  
4, CLUB ROAD MAIN COMMISSIONER OFFICE, KARACHI**

INF-KRY No \_\_\_\_\_



Say No to Corruption

FOR THE BETTERMENT OF EDUCATION IN SINDH  
SMS 'ILMI' + YOUR MESSAGE TO 8 3 9 8

**ANNUAL PROCUREMENT PLAN  
(WORKS, GOODS & SERVICES)**

**DEPARTMENT NAME:- OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIRECTORATE, OF COMMISSIONER, KARACHI.**

S. NO	Description of procurement	Quantity where Applicable	Estimated Unit Cost (Where Applicable) in Millions	Funds Allocated (1000) Million	Source of funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of Procurement				Remarks
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
	<b>OFFICE OF THE PROJECT DIRECTORATE, OF COMMISSIONER, KARACHI.</b>										
1	Construction of Office and Accommodation for Deputy Commissioner (South), "Including Residences" Karachi. (Office Complex) ADP No. 2295 (2017-18)		215.00 (Million)		ADP	Single Stage Single Envelope	✓				
2	Establishment of Deputy Commissioner Office Complex, "Including Residences" at District Korangi, Karachi. (Office Complex) ADP No. 2296 (2017-18)		175.00 (Million)			Single Stage Single Envelope	✓				
3	Enhancement / Up-gradation including Rehabilitation of offices of Commissioner Karachi including Establishment of Project Directorate for the Commissionerate Karachi. (Office Complex) ADP No. 2297 (2017-18)		42.00 (Million)			Single Stage Single Envelope	✓				
4	Construction of Office Accommodation for Deputy Commissioner (East), Karachi. "Including Residences" (Office Complex) ADP No. 2298 (2017-18)		182.00 (Million)			Single Stage Single Envelope	✓				

S. NO	Description of procurement	Quantity where Applicable	Estimated Unit Cost (Where Applicable) in Millions	Funds Allocated (1000) Million	Source of funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of Procurement				Remarks	
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr		
5	Establishment of Deputy Commissioner Office Complex including Residences at District Malir, Karachi. (Office Complex) ADP No. 2300 (2017-18)		172.00 (Million)			Single Stage Single Envelope	✓					
6	Construction of Office and Accommodation for Deputy Commissioner (South), "Including Residences" Karachi. (Residence Block) ADP No. 2295 (2017-18)		155.00 (Million)			Single Stage Single Envelope	✓					
7	Establishment of Deputy Commissioner Office Complex, "Including Residences" at District Korangi, Karachi. (Residence Block) ADP No. 2296 (2017-18)		196.00 (Million)			Single Stage Single Envelope	✓					
8	Construction of Office Accommodation for Deputy Commissioner (East), Karachi. "Including Residences" (Residence Block) ADP No. 2298 (2017-18)		174.00 (Million)			Single Stage Single Envelope	✓					
9	Establishment of Commissioner Club, at District Korangi, Karachi. ADP No. 2299 (2017-18)		184.00 (Million)			Single Stage Single Envelope	✓					
10	Establishment of Deputy Commissioner Office Complex including Residences at District Malir, Karachi. (Residence Block) ADP No. 2300 (2017-18)		166.40 (Million)			Single Stage Single Envelope	✓					

S. NO	Description of procurement	Quantity where Applicable	Estimated Unit Cost (Where Applicable) in Millions	Funds Allocated (1000) Million	Source of funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of Procurement				Remarks
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
11	MAINTENANCE & REPAIR OF COMMISSIONER HOUSE KARACHI (SERVANT QUARTER)		0.991 (Million)			Single Stage Single Envelope	✓				
12	MAINTENANCE & REPAIR OF COMMISSIONER OFFICE KARACHI (P.D. Office)		0.996 (Million)			Single Stage Single Envelope	✓				
13	MAINTENANCE & REPAIR OF COMMISSIONER RESIDENCE KARACHI (Lawns)		0.998 (Million)			Single Stage Single Envelope	✓				
14	MAINTENANCE & REPAIR SEWAGE LINE COMMISSIONER OFFICE NEAR FLATS		0.993 (Million)			Single Stage Single Envelope	✓				
15	MAINTENANCE & REPAIR OF COMMISSIONER OFFICE KARACHI.		2.383 (Million)			Single Stage Single Envelope	✓				
16	MAINTENANCE & REPAIR OF COMMISSIONER HOUSE KARACHI.		2.474 (Million)			Single Stage Single Envelope	✓				
17	MAINTENANCE & REPAIR OF COMMISSIONER OFFICE (ATM MACHINE ROOM)		0.990 (Million)			Single Stage Single Envelope	✓				
18	MAINTENANCE & REPAIR SEWAGE LINE COMMISSIONER OFFICE BEHIND ADDITIONAL DEPUTY COMMISSIONER-1, SOUTH KARACHI.		0.997 (Million)			Single Stage Single Envelope	✓				

S. NO	Description of procurement	Quantity where Applicable	Estimated Unit Cost (Where Applicable) in Millions	Funds Allocated (1000) Million	Source of funds (ADPs Non ADPs)	Proposed Procurement Method	Timing of Procurement				Remarks
							1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	
19	MAINTENANCE & REPAIR TO THE RESIDENCE OF ADDITIONAL COMMISSIONER-II, KARACHI DIVISION. (FLOORING WORK)		0.997 (Million)			Single Stage Single Envelope	✓				
20	M&R TO RESIDENCE OF MR. FARHAN GHANI ADDITIONAL COMMISSIONER-I KARACHI DIVISION (GENERAL REPAIR / RENOVATION WORKS)		0.995 (Million)			Single Stage Single Envelope	✓				
21	MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING JANITORIAL SERVICES).		1.000 (Million)			Single Stage Single Envelope			✓		
22	MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (OPERATION OF PASSENGER LIFT)		1.000 (Million)			Single Stage Single Envelope			✓		
23	MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING DRAINAGE LINE TO NEW FLATS).		0.981 (Million)			Single Stage Single Envelope			✓		
24	MAINTENANCE & REPAIR TO COMMISSIONER OFFICE KARACHI (PROVIDING OF WATER SUPPLY LINES)		0.996 (Million)			Single Stage Single Envelope			✓		
25	CONSULTANCY SERVICES FOR CONSTRUCTION OF ANTI-CORRUPTION KARACHI.		506.491 (Million)			Single Stage Two Envelope				✓	

EXECUTIVE ENGINEER  
Project Directorate of  
Commissioner Karachi

15/05/2024

15/05/2024



**OFFICE OF THE EXECUTIVE ENGINEER,  
PROJECT DIRECTORATE OF COMMISSIONER  
KARACHI DIVISION, COMMISSIONER OFFICE  
CLUB ROAD KARACHI**



**REQUEST FOR PROPOSAL (RFP)**

**FOR**

CONSULTANCY SERVICES FOR CONSTRUCTION OF ANTI-CORRUPTION COMPLEX, KARACHI, WHERE THE SERVICES REQUIRED TOPOGRAPHIC SURVEY, GEO-TECHNICAL INVESTIGATION, ARCHITECTURAL & STRUCTURAL DESIGNS / DRAWINGS, PLUMBING, ELECTRICAL, HVAC PARKING IMPACT STUDY, DESIGNS / DRAWINGS, PREPARING ENGINEERING ESTIMATES, BOQ'S, SPECIFICATIONS, TENDER DOCUMENTS & DETAIL SUPERVISION OF PROJECT WITH ALLIED WORKS.

MAY, 2018

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**OFFICE OF THE EXECUTIVE ENGINEER,  
PROJECT DIRECTORATE OF COMMISSIONER KARACHI DIVISION  
4, CLUB ROAD MAIN COMMISSIONER OFFICE  
KARACHI**

**TEL NO 021-99205607, 021-99205610, FAX NO 021-99205852**

(i)

Project Directorate of Commissioner Karachi Division  
Karachi

## 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 (Amended 2013)

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**SECTION -1: LETTER OF INVITATION**

## LETTER OF INVITATION

Invitation No: \_\_\_\_\_  
Karachi, Dated: \_\_\_\_\_  
M/s \_\_\_\_\_  
Address \_\_\_\_\_

Dear Mr. /Ms:

1. The Office of the Executive Engineer, Project Directorate of Commissioner Karachi Division (therein after called Procuring Agency) Karachi invites Technical & Financial Proposals to provide the following consulting services:

**“Consultancy Services for Construction of Anti-Corruption Complex, Karachi, where the services required Topographic Survey, Geo-Technical Investigation, Architectural & Structural Designs / Drawings, Plumbing, Electrical, HVAC Parking Impact Study, Designs / Drawings, Preparing Engineering Estimates, BOQ's, Specifications, Tender Documents & Detail Supervision of Project with allied works.”**

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

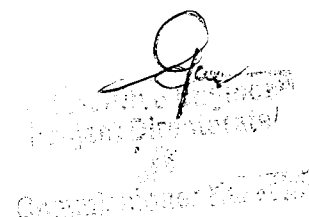
2. A firm will be selected under **Quality and Cost Based Selection Method** and procedures described in this RFP, in accordance with the SPPR 2010.
3. The RFP includes the following documents:
  - Section 1 - Letter of Invitation
  - Section 2 - Instructions to Consultants (Including Data Sheet)
  - Section 3 - Technical Proposal - Standard Forms
  - Section 4 - Financial Proposal - Standard Forms
  - Section 5 - Terms of Reference
  - Section 6 - General Conditions of Contract
  - Section 7 - Special Conditions of Contract
  - Section 8 - Integrity Pact
  - Section 9 - Standard Form of Contract
4. Please inform us in writing at the following address  
**Office of the Executive Engineer, Project Directorate of Commissioner Karachi Division  
4, Club Road Main Commissioner Office Karachi**

Upon receipt

- (a) that you received the letter of Invitation; and
- (b) whether you will submit a proposal alone or in association

Yours sincerely,

**Executive Engineer  
Project Directorate of Commissioner Karachi Division  
4, Club Road Main Commissioner Office Karachi  
TEL NO 021-99205607, 021-99205610, FAX NO 021-99205852**



**SECTION -2: INSTRUCTIONS TO CONSULTANTS**

# INSTRUCTIONS TO CONSULTANTS

## 1. Definitions

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

## **2. Introduction**

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

## **3. Conflict of Interest**

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



goods or works or services other than consulting services resulting from or directly related to the firm's consulting services for such preparation or implementation.

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

#### **Conflicting Relationships**

3.2 Government officials and civil servants may be hired as consultants only if:

- (i) They are on leave of absence without pay;
- (ii) They are not being hired by the agency they were working for, six months prior to going on leave; and
- (iii) Their employment would not give rise to any conflict of interest.

#### **4. Fraud and Corruption**

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

"corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the act of another party for wrongful gain or any act or omission, including misrepresentation, that knowingly or recklessly misleads or attempt mislead a party to obtain a financial or other benefit or to avoid an obligation; Under Rule 35 of SPPRA 2010, "The PA can inter-alia blacklist Bidders found to be indulging in corrupt or fraudulent practices. Such barring action shall be duly publicized and communicated to the SPPRA. Provided that any supplier or contractor who is to be blacklisted shall be accorded adequate opportunity of being heard".

#### **5. Integrity Pact**

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

#### **6. Eligible Consultants**

6.1 If short listing process has been undertaken through REOI, as outlined under Rule 73 and 74 of SPPR2010 for the Contract(s) for which these RFP documents are being issued, those firms - in

case of Joint Ventures with the same partner(s) and Joint Venture structure - that had been prequalified are eligible. (Not Applicable)  
6.2 Short listed consultants emerging from request of expression of interest are eligible. (Not Applicable)

**7. Eligibility of Sub-Consultants**

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

**8. Only One Proposal**

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

**9. Proposal Validity**

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

9.2 Consultants shall submit required bid security along with financial proposal defined in the data sheet (which shall not be less than one percent and shall not exceed five percent of bid amount).

**10. Clarification and Amendment in RFP Documents**

10.1 Consultants may request for a clarification of contents of the bidding document in writing, and procuring agency shall respond to such queries in writing within three calendar days, provided they are received at least five calendar days prior to the date of opening of proposal. The procuring agency shall communicate such response to all parties who have obtained RFP document without identifying the source of inquiry. Should the PA deem it necessary to amend the RFP as a result of a clarification, it shall do so.

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

**11. Preparation of Proposals**

11.1 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies (deviation from scope, experience and qualification of personnel) in providing the information requested may result in rejection of a Proposal.

11.2 The estimate number of professional staff months or the budget required for executing the assignment should be shown in the data sheet, but not both. However, proposal shall be based on the professional staff month or budget estimated by the consultant.

**12. Language**

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

**13. Technical Proposal Format and Content**

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

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

(ii) For assignments on a staff-time basis, the estimated number of professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of professional staff-months estimated by the firm. For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relationship with it.

(iv) Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under similar geographical condition.

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

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

(i) A brief description of the consultant organization and an

outline of recent experience on assignments (Section 3B) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles of the staff, duration of the assignment, contract amount, and firm's involvement.

(ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the PA (Section 3C).

(iii) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).

(iv) CVs recently signed by the proposed professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the consultant and degree of responsibility held in various assignments during the last 10 years.

(v) Estimates of the total staff input (professional and support staff; staff time) needed to carry out the assignment, supported by bar chart diagrams showing the time proposed for each professional staff team member (Sections 3E and 3G).

(vi) A detailed description of the proposed methodology, work plan for performing the assignment, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment (Section 3D).

(vii) Any additional information requested in the Data Sheet.

13.3 The Technical Proposal shall not include any financial information. Technical proposal containing financial information may be declared non-responsive.

#### **14. Financial Proposals**

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

#### **15. Taxes**

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

#### **16. Submission, Receipt, and Opening of Proposals**

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

accompanying the Proposal

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

16.3 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL" Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL." If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

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

#### **17. Proposal Evaluation**

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

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

#### **18. Evaluation of Technical Proposals**

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

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

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

18.2 After the technical evaluation is completed, the PA shall notify in writing Consultants that have secured the minimum qualifying marks, the date, time and location, allowing a reasonable time, for opening the Financial Proposals. Consultants' attendance at the opening of Financial Proposals is optional.

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

**19. Evaluation of  
Financial Proposals**

19.1 Financial Proposals shall be opened publicly in the presence of the Consultants' representatives who choose to attend. The name of the Consultants and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants.

19.2 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items.

19.3 In case of Least Cost Selection LCS Method, the bid found to be the lowest evaluated bid shall be accepted. (Not Applicable)

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

19.5 In the case of Fixed-Budget and Quality Based Selection, the Procuring Agency will select the firm that submitted the highest ranked Technical Proposal. (Not Applicable)

**20. Negotiations**

20.1 If P.A. desire Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such

requirements may result in the PA proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract.

**21. Technical Negotiations**

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

**22. Financial Negotiations**

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

**23. Availability of Professional staff / experts**

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

**24. Award of Contract**

24.1 After completing negotiations, the Procuring Agency shall award the Contract to the selected Consultant and within seven of the award of contract, Procuring Agency shall publish on the website of the Authority and on its own website, if such a website exists, the result of the bidding process, identifying the bid through procuring identifying number, if any and the following information, evaluation report, form of contract and letter of award, bill of quantity or schedule of requirement, as the case may be.

24.2 The successful consultant has to execute agreement with

PA duly stamped as per Govt. Rates.

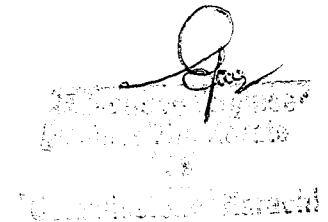
24.3 After publishing of award of contract consultant required to submit a performance security at the rate indicated in data sheet.

24.4 Retention money at the rate of 5% will be deducted from running payments as security deposit.

24.5 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet.

**25. Confidentiality**

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



Handwritten signature and official stamp of the Government of Karnataka, Department of Public Works, Bangalore.



## DATA SHEET

1.1	<p><b>Name of the Assignment is:</b> "Consultancy Services for Construction of Anti-Corruption Complex, Karachi, where the services required Topographic Survey, Geo-Technical Investigation, Architectural &amp; Structural Designs / Drawings, Plumbing, Electrical, HVAC Parking Impact Study, Designs / Drawings, Preparing Engineering Estimates, BOQ's, Specifications, Tender Documents &amp; Detail Supervision of Project with allied works."</p> <p><b>The Name of the PA's official Executive Engineer, Project Directorate of Commissioner Karachi Division.</b>  <b>Address:</b> 4, Club Road Main Commissioner Office Karachi  <b>TEL NO</b> 021-99205637, <b>FAX NO</b> 021-99205638</p>
1.2	<p>The method of selection is: Quality and Cost Based Selection (QCBS) Method</p> <p>The Edition of the Guidelines is: Sindh Public Procurement Rules, 2010 (Amended-2013)</p>
1.3	<p><b>Financial Proposal to be submitted together with Technical Proposal.</b></p> <p style="text-align: center;">✓ Yes          No</p>
1.4	<p>The PA will provide the following inputs and facilities: Refer Terms of Reference and Financial Proposal.</p>
1.5	<p>The Proposal submission address is:  Office of the Project Director, Directorate of Commissioner Karachi Division  4, Club Road Main Commissioner Office Karachi  TEL NO 021-99205607, 021-99205610, FAX NO 021-99205852</p> <p>Proposals must be submitted no later than 2:00 PM, <b>28<sup>th</sup> May, 2018</b></p>
1.6	<p>Expected date for commencement of consulting services: May/June-2018</p> <p>Location of Services: Karachi</p>
9.1	<p><b>Bid Validity:</b> 90 days</p>
9.2	<p><b>Bid Security:</b> 2% bid cost or Rs. 2,00,000/- (whichever is greater)</p>
9.3	<p><b>Performance Guarantee:</b> 5% of Bid Cost in shape of Call deposit, Pay order of Bank guarantee form any A.A rated Scheduled Bank.</p>
10.1	<p>Clarification may be requested not later than five (05) days before the submission date.</p> <p>The address for requesting clarification is: Refer item 1.5 above.</p>
11.2	<p>The estimated number of professional staff-months required for Supervision Assignment is 318 Months</p>
12	<p>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.</p>
13.1	<p>The format of the Technical Proposal to be submitted is: FTP (Full Technical Report) 13.1 (a)</p>
13.2(vii)	<p>Training is a specific component of this assignment: No</p>
14.1	<p>Refer Section 4 Financial Proposal.</p>
15.1	<p>Amounts payable by the PA to the Consultant under the contract to be subject to local taxation stamp duty and service charges, if applicable: YES</p>
6.3	<p>Consultants to state local cost in the national currency (in case of ICB only): N/A</p>
16.2	<p>Consultant must submit the original and one (01) copy of the Technical Proposal, and the original of the Financial Proposal.</p>

<b>13.1</b>	<p>Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are:</p> <p style="text-align: right;">Points [0-10]</p> <p>(i) Company Profile</p> <p style="margin-left: 20px;">a) Date of Establishment [5 Points] One point for each 4 years [Max 5 Points]</p> <p style="margin-left: 20px;">b) Office Construction [5 Points] Office in Karachi-----02 points Office in Other any 2 Provinces ----03 points</p> <p>(ii) Specific experience of the Consultants relevant to the assignment: <span style="float: right;">[0-15]</span></p> <p style="margin-left: 20px;">a) Detail Design of Building Five &amp; More Projects [5 Points] (More than Rs. 500 million) in last 10 years Five Projects -----05 points Four Projects -----04 points Three Projects -----03 points Two Projects ----- 02 points One Project -----01 points</p> <p style="margin-left: 20px;">b) Detail Supervision of Building Multi Storey Projects at least 2 Projects (Completed or Nearly 90% Completed) [5 Points] Two Projects ----- 03 points One for each extra Project ----02 points (max)</p> <p style="margin-left: 20px;">c) Experience of structural designing high rise 7 storey or more having cost more than Rs. 500 million. [05 Points] Two Projects ----- 03 points One for each extra Project ----02 point (max)</p> <p>iii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference: <span style="float: right;">[0-20]</span></p> <p style="margin-left: 20px;">a) Technical Approach &amp; Methodology [0-10] points b) Work Plan <span style="float: right;">[0-05] points</span> c) Organization and Staffing <span style="float: right;">[0-05] points</span></p> <p>iv) Financial Standing <span style="float: right;">[0-10]</span></p> <p style="margin-left: 20px;">a) Average Annual Turn-over for last five years [5 Points]</p> <ul style="list-style-type: none"> <li>• Rs. 100 (M) &amp; above .....5 points</li> <li>• Rs. 50 (M) &amp; above .....3 points</li> <li>• Rs. 25 (M) &amp; above .....2 points</li> <li>• Less than Rs.25 (M) .....0 point</li> </ul> <p style="margin-left: 20px;">b) Current Bank Statement showing available balance 01 point for every Rs. 1.00 (M) [5 max points]</p> <p>v) Key professional staff qualifications and competence for the assignment: <span style="float: right;">[0-45]</span></p> <p style="margin-left: 40px;">For detail of Professional Staff mandatory requirements and marks system, see Table-1 below.</p> <p style="text-align: right; margin-top: 20px;">Total weight: 100%</p>
-------------	--

	Points	Mandatory Requirement	Qualification (40%)	Relevant Experience (40%)	Permanency With The Firm (%)
a) Team Leader / The Engineer	10	PhD or MSC in Civil Engineering subject & Graduate Civil Engineer Registered with PEC.	PhD-100% MSC-60% B.E-35%	15 Years or more-100% 13 Years or more -75% 10 Years or more -60%	10 Years or more - 100% 8-10 Years - 75% 4-7 Years - 60% Less than 4 Years - 25%
b) Senior Structural Engineer-1	10	MSC (In Structure) & Graduate Civil Engineer Registered with PEC.	MSC-100% BSC (Civil)-60%	40 Years or More-100% 30 Years or More-75% 20 Years or More- 65%	10 Years or more - 100% 8-10 Years - 75% 4-7 Years - 60% Less than 4 Years - 25%
c) Senior Architect	10	Lifetime Member of PCTAP.	B.Arch-100%	40 Years or more - 100% 30 Years or more - 75% 20 Years or more - 60%	10 Years or more - 100% 8-10 Years - 75% 4-7 Years - 60% Less than 4 Years - 25%
d) Assistant Senior Architect	5	Lifetime Member of PCTAP.	B-ARCH or Diploma in Architecture with 35 years experience - 100%	35 Years or More-100% 20 Years or More 70% 10 Years or More 40%	10 Years or more - 100% 8-10 Years - 75% 4-7 Years - 60% Less than 4 Years - 25%
e) Senior Electrical Engineer	2	Graduate Electrical Engineer Registered with PEC.	MSC-100% BSC-80%	40 Years or more-100% 35 Years or more -75% 20 Years or more -50%	10 Years or more - 100% 8-10 Years - 75% 4-7 Years - 60% Less than 4 Years - 25%
f) Plumbing Engineer	2	Graduate Civil or Mechanical Engineer Registered with PEC.	MSC-100% BSC-60%	15 Years or more -100% 10 Years or more -75% 8 Years or more -50%	10 Years or more - 100% 8-10 Years - 75% 4-7 Years - 60% Less than 4 Years - 25%
g) HVAC Engineer	2	Graduate Mechanical Engineer Registered with PEC.	MSC-100% BSC-80%	25 Years or more -100% 20 Years or more -75% 15 Years or more -50%	10 Years or more - 100% 8-10 Years - 75% 4-7 Years - 60% Less than 4 Years - 25%
h) Resident Engineer	2	Graduate Civil Engineer Registered with PEC.	MSC-100% BSC-95%	40 Year or More 100% 30 Year or More 75% 20 Year or More 60%	10 Years or more - 100% 8-10 Years - 75% 4-7 Years - 60% Less than 4 Years - 25%
i) Contract Specialist	2	Graduate Civil Engineer Registered with PEC.	BSC-100%	30 Year or More 100% 20 Year or More 75% 15 Year or More 60%	10 Years or more - 100% 8-10 Years - 75% 4-7 Years - 60% Less than 4 Years - 25%
<b>Total</b>	<b>45</b>				

Table-1

S.No	Team for Supervision	Total Man Month
1)	Team Leader / Project Coordinator	18
2)	Resident Engineer	36
3)	Assistant Resident Engineer (Civil)	36
4)	Material Engineer	36
5)	Civil Inspector-1	36
6)	Civil Inspector-2	30
7)	Electrical Inspector	30
8)	HVAC Inspector	24
9)	Quantity Surveyor	36
10)	Assistant Quantity Surveyor	36
<b>Total</b>		<b>318</b>

**Other Mandatory Requirements**

- 1) The consultant must be registered with Pakistan Engineering Council (PEC) and a Valid Update Certificate (Not Expired).
- 2) Affidavit that consultant is not blacklisted by any organization Government, or Semi-Government body.
- 3) Registered with Sindh Revenue Board & FBR.
- 4) Last three years Audit Report & Income Tax Returns.

**Note:**

- 1) The CV's of each person shall be provided by the employer with the supporting documents of their employment / salaries.
- 2) The part time personnel staff shall not be counted for evaluation purpose.
- 3) The minimum qualifying marks for technical proposal shall be 75% of total marks and 60% for the individual parts.

All adopted sub-criteria should be specified in the RFP. The points allocated to each of the sub-criteria under "qualifications and competence of key staff" must be indicated in the RFP.

The minimum technical score St required to pass is: 75 Points

<b>5.7</b>	The formula for determining the financial scores is the following. $S_f = 100 \times F_m/F$ , in which $S_f$ is the financial score, $F_m$ is the lowest price and $F$ the price of the proposal under consideration. The weights given to the Technical (T) and Financial Proposals (F) are: $T = 0.80$ and $F = 0.20$
<b>20.1</b>	Expected date and address for contract negotiations: To be notified to successful consultants.
<b>24.2</b>	Successful consultant is required to submit performance security in form of pay order, demand draft or bank guarantee 10% of the contract amount.
<b>5.1</b>	Consultant undertakes to sign Integrity Pact for the procurement estimated to exceed Pak Rs.2.5 million as per form attached in Section 8.

**SECTION- 3: TECHNICAL PROPOSAL – STANDARD FORMS**

Environmental  
Project  
of  
Completion

### Section 3. Technical Proposal – Standard Forms

<b>Form TECH-1.</b>	Technical Proposal Submission Form.....	20
<b>Form TECH-2.</b>	Consultant’s Organization and Experience	
	A - Consultant’s Organization.....	21
	B - Consultant’s Experience.....	22
<b>Form TECH-3.</b>	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.....	23
	B - On Counterpart Staff and Facilities.....	24
<b>Form TECH-4.</b>	Description of Approach, Methodology and Work Plan for Performing the Assignment.....	25
<b>Form TECH-5.</b>	Team Composition and Task Assignments.....	26
<b>Form TECH-6.</b>	Curriculum Vitae (CV) for Proposed Professional Staff.....	27
<b>Form TECH-7.</b>	Staffing Schedule.....	29
<b>Form TECH-8.</b>	Work Schedule.....	30

Executive Engineer  
Project Director  
19  
Governing Body

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

[Location, Date]

To: [Name and address of PA]

The Executive Engineer,  
Project Directorate of  
Commissioner Karachi.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for **Consultancy Services for Construction of Anti-Corruption Complex, Karachi, where the services required Topographic Survey, Geo-Technical Investigation, Architectural & Structural Designs / Drawings, Plumbing, Electrical, HVAC Parking Impact Study, Designs / Drawings, Preparing Engineering Estimates, BOQ's, Specifications, Tender Documents & Detail Supervision of Project with allied works.**" in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

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 this Technical Proposal only".]*

*2 [Delete in case no association is foreseen]*

**For FTP Only**

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

**A - Consultant's Organization**

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

Request for Proposal (RFP)  
Project: [illegible]  
[illegible]  
[illegible]



## B - Consultant's Experience

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

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

Firm's Name: \_\_\_\_\_

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

---

*A - On the Terms of Reference*

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

***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.]*

Franklin College  
Project # 1000000000  
Request for Proposal (RFP)

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

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

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

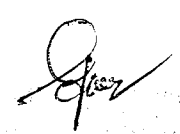
a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the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

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

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

FORM TECFI-5. TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

  
Request for Proposal (RFP)  
26

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

---

1. **Proposed Position:** *[only one candidate shall be nominated for each position]:* \_\_\_\_\_

2. **Name of Firm:** *[Insert name of firm proposing the staff]:* \_\_\_\_\_

3. **Name of Staff:** *[Insert full name]:* \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education:** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:* \_\_\_\_\_  
\_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_  
\_\_\_\_\_

7. **Other Training** *[indicate significant training since degrees under 5 - Education were obtained]:* \_\_\_\_\_  
\_\_\_\_\_

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

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

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

From *[Year]:* \_\_\_\_\_ To *[Year]:* \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

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

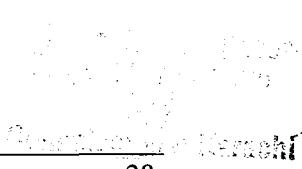
**13. Certification:**

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

\_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff]*

\_\_\_\_\_  
*Date: Day/Month/Year*

**Full name of authorized representative:** \_\_\_\_\_







**FORM TECH-8. WORK SCHEDULE**

N°	Activity <sup>1</sup>	Months <sup>2</sup>													
		1	2	3	4	5	6	7	8	9	10	11	12	n	
1															
2															
3															
4															
5															

- 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.



Countdown Authority

**SECTION-4: FINANCIAL PROPOSAL – STANDARD FORMS**

10/10/2013 10:10:10 AM  
10/10/2013 10:10:10 AM  
10/10/2013 10:10:10 AM

## SECTION-4 Financial Proposal - Standard Forms

This section provides guidance to the Consultants for the preparation of their Financial Proposals; they should be deleted from the Financial Proposals to be submitted.

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under 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. ]

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Form FIN-2. Summary of Costs.....	34
Form FIN-3. Breakdown of Costs by Activity.....	35
Form FIN-4. Breakdown of Remuneration.....	36
Form FIN-4. Breakdown of Remuneration1.....	37
Form FIN-5. Breakdown of Reimbursable Expense.....	38
Form FIN-5. Breakdown of Reimbursable Expense1.....	39
Appendix Financial Negotiations - Breakdown of Remuneration Rates.....	40

**Form FIN-1. Financial Proposal Submission Form**

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[Location, Date]

To:

The Executive Engineer,  
Project Directorate of,  
Commissioner Karachi.

Dear Sirs:

We, the undersigned, offer to provide the consulting services for "Consultancy Services for Construction of Anti-Corruption Complex, Karachi, where the services required Topographic Survey, Geo-Technical Investigation, Architectural & Structural Designs / Drawings, Plumbing, Electrical, HVAC Parking Impact Study, Designs / Drawings, Preparing Engineering Estimates, BOQ's, Specifications, Tender Documents & Detail Supervision of Project with allied works." in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of total \_\_\_\_% 7 Total Project Cost of Engineering works.

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

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

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."

**Form FIN-2. SUMMARY OF COSTS**

(NOT APPLICABLE)

Item	Costs	
	<i>Indicate Foreign Currency</i>	<i>Indicate Local Currency</i>
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.

**Form FIN-3. BREAKDOWN OF COSTS BY ACTIVITY**

**(NOT APPLICABLE)**

Group of Activities (Phase): <sup>2</sup>	Description: <sup>3</sup>
Cost Component	Costs
	[Indicate <i>Local Currency</i> ]
Remuneration	
Designing Soil Investigation & Topographic Survey	
Detail Supervision	
Staff Involvement for 36 Months	
Reimbursable Expenses / Out of Pocket Expenses (As filled in Form FIN-5)	
Contingencies	Not Applicable
Total	

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.

## Form FIN-4(1) BREAKDOWN OF REMUNERATION

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

	Cost of Work	Fees in %age	Fees in Rupees
<b>A) FOR DESIGNING</b>  <b>i) TOPOGRAPHIC SURVEY</b> Topographic Survey of Entire Area Locating all Permanent Features Including Utilities.  <b>ii) SOIL INVESTIGATION</b> 3 Bores, Depth of bore-holes to be as ascertained by Geo Tech Engineer for 2 Basements G+8 Structure. Preparation of programme of sub-soil investigation and laboratory tests to be carried out for the Scheme including specifications.  <b>iii) Designing Include</b> Concept Architectural Design, Concept Structure Design, Concept HVAC Design, Concept Plumbing Design, Concept Electrical Design, Detail Architectural Design, Detail Structure Design, Detail HVAC Design, Detail Plumbing Design, Detail Electrical Design, Engineer's Estimate, Bill of Quantities, Tender Documents, Help Client in selection of Contractor, Detail Construction Drawings of Architectural, Structure, Electrical, HVAC, Plumbing & Design of External Development works.	Rs. 500 Million (As Per PC-1)		
<b>B) DETAILED SUPERVISION</b>  Providing detailed supervision during all Construction works, utilities & infrastructure.			
<b>G. Total _____ % of Cost of Project</b>			

**Form FIN-4(2) BREAKDOWN OF REMUNERATION**  
(Not Applicable)

(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)

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

- 1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.
- 5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.
- 6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.



## FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES

(NOT APPLICABLE)

(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):								
N°	Description <sup>2</sup>	Unit	Unit Cost <sup>3</sup>	Quantity	[Indicate Foreign Currency # 1] <sup>4</sup>	[Indicate Foreign Currency # 2] <sup>4</sup>	[Indicate Foreign Currency # 3] <sup>4</sup>	[Indicate Local Currency] <sup>4</sup>
	Per diem allowances	Day	NA					
	International flights <sup>5</sup>	Trip	NA					
	Miscellaneous travel expenses	Trip	NA					
	Communication costs between [Insert Place] and [Insert Place]							
	Drafting, reproduction of reports							
	Equipment, instruments, materials, supplies etc		NA					
	Shipment of personal effects	Trip	NA					
	Use of computers, software							
	Laboratory tests		NA					
	Subcontracts		NA					
	Local transportation costs (including fuel)		Per Month					
	Office rent, clerical assistance		NA					
	Training of the PA's personnel		NA					
Total Costs								

- 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.

**FORM FIN-5. BREAKDOWN OF REIMBURSABLE EXPENSES**

**(NOT APPLICABLE)**

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

N°	Description <sup>1</sup>	Unit	Unit Cost <sup>2</sup>
	Per diem allowances	Day	NA
	International flights <sup>3</sup>	Trip	NA
	Miscellaneous travel expenses	Trip	
	Communication costs between <i>[Insert place]</i> and <i>[Insert place]</i>		
	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 <sup>4</sup>		

- 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.

## APPENDIX FINANCIAL NEGOTIATION – BREAKDOWN OF REMUNERATION RATES

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

### 1. Review of Remuneration Rates

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

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

#### (i) Salary

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

#### (ii) Social Costs

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

#### (iii) Cost of Leave

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

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

<sup>1</sup>Where w = weekends, ph = public holidays, v = vacation, and s = sick leave.

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

**(iv) Overheads**

Overhead expenses are the firm's business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner's time, no billable time, time to 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 and add-on margin for social charges, overhead expenses, etc for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

**(v) Fee or Profit**

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

**(vi) Away from Headquarters Allowance or Premium**

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

**(vii) Subsistence Allowances**

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

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

## **2. Reimbursable Expenses**

- 2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

## **3. PA Guarantee**

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

## Sample Form

Consulting Firm:  
Assignment:

Country:  
Date:

### Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

(a) the basic salaries indicated in the attached table are taken from the firm's payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm's staff;

(b) attached are true copies of the latest salary slips of the staff members listed;

(c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

\_\_\_\_\_  
*[Name of Consulting Firm]*

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

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

**Consultant's Representations Regarding Costs and Charges**  
**(Not Applicable)**  
 (Expressed in *[insert name of currency]*)

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

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

  
 \_\_\_\_\_  
 Consultant

**SECTION-5: TERMS OF REFERENCE (TOR)**



## **SECTION 5: TERM OF REFERENCE (TOR) BRIEF HISTORY**

The scheme has been prepared in pursuance of decision taken in meeting of enquiries and Anti Corruption Department and visit conducted by worthy Chairman Enquires and Anti Corruption Department Sindh where he decided to prepare PC-1 for Anti Corruption Complex. In this Building the Office of Chairman, Directors and Deputy Directors Sindh along with attached offices shall be built and included in ADP 2017-18.

The Project "Construction of Anti Corruption Complex" will help enquiries and Anti Corruption Establishment Department to construct its own infrastructure of building inclusive of all modern onsite facilities like express elevators, Security with aid of CCTV Camera Centralized HVAC, PABX and networking including exclusive double basement parking for employees.

The size of the plot on which building is to be constructed is of size 230' x 75', whereas details of area of each floor is given in table below.

For master planning, construction of the said building and to meet the building requirements, the Consulting Engineering firm will be hired to undertake a detailed survey of proposed sites of projects and will further prepare detail designs of services for the execution of building block with the following TORs.

**1. Part-A Assist the client in preparation of basic concept, preliminary planning and designing of the project according to International American & British Standard and Sindh Building Control Authority Requirement**

- a) Collect, compile, study and review various models available within and outside country preferably those in developing countries having similar resources and environment that of Pakistan.
- b) Need assessment with project management committee and discuss various options and their suitability well according to project objectives and resources.
- c) Make presentation before the procurement authorities regarding various options and rational/ justification of most appropriate recommended options for approval.
- d) Suggest various implementation strategies and guidelines for cost effectiveness and optimization of project resources to be utilized for the purpose, and in selection of appropriate quality design.
- e) Preparation of layout plan and preliminary architectural designs/drawing. The design should be economical sustainable and environment friendly meeting PEC/Sindh Building Control Authority (SBCA) & codes / by laws.

**2. Part-B Topographic survey**

- a) Detail Engineering surveys will be carried out which includes reconnaissance survey, land position and buildings face etc.

**3. Part-C Sub-soil Investigation**

- a) Preparation of sub-soil investigation and laboratory testing to be carried out for determining the bearing capacity of the soil. (3 copies of soil investigation report be submitted)

#### **4. Part-D Design of infrastructural and Building Works**

- a) Preparation of master plan which will include site plans the elevation, Preparation of detail architectural and engineering design & drawing of building, fixing details of different systems including water supply, gas supply, sewerage system, HVAC, disposal works, electrical systems, fire alarm system, security system, voice, data and networking etc of the entire complex.  
(Prepared designs shall be cost effective and shall meet structural safety standards for minimizing natural disaster risks like seismic, heavy rains, floods, winds, water logging, salinity etc)
- b) Prepare drawings and get these approved from relevant agencies, where required.
- c) Preparation of detail working drawings / designs and specifications good for construction for the execution in such a way that no revision of the scheme is required.
- d) Preparation / modification / revision of PC-1 for capital, revenue and human resource component (if required) without any extra charges.
- e) Preparation of detail working estimates and bill of quantities, & Specifications (The consultant must be familiar with Sindh Schedule of Rates of 2012 and estimates be based on schedule items, where non-schedule items are essential, the same must be supported with rate analysis)

#### **5. Part-E Bidding Documents and Award of contract**

- a) Preparation of tender documents.
- b) Furnishing of detailed construction drawings at least 03 copies of the final sets of such drawings to the client.
- c) Provide assistance to the Client in arranging / executing agreements as per standard codal requirements and quality control of the relevant services.
- d) The consultant may assist the client for procurement activities when & where required viz
  - i) Development of selection criteria for contractors & vendors.
  - ii) Evaluation of bids as per set criteria.
  - iii) Develop evaluation reports etc.

#### **6. Part-F Development of Forms**

- a) The consultant shall develop standard forms for reporting.

#### **7. Part-G Construction Supervision of the Project**

For the purpose of quality control and proper project management, a detailed supervision of the project is required. For the detail supervision, a team of consultant will be deputed, where they will be responsible for timely execution of project. Keeping the quality at the same time. For that consultant will provide a team at site consisting of Resident Engineer, Material Engineer at other required staff. The team will be deputed from the start up to the end of the project. The staff deputed at site with their man month is given in Data Sheet.

- 7.1 The Consultant shall perform duties of "Engineer In charge" to supervise construction with the best professional and consulting standards to ensure that the building is constructed satisfactorily. All the responsibilities of "The Engineer" as per standard bidding documents by PEC shall be carried out by consultant.
- 7.2 The consultant will appoint full time one Resident Engineer and one field Engineer / Surveyor of professional caliber at site.
- 7.3 In carrying out the assignment, the Consultant shall undertake the following works:
- a) Issue instructions to the contractor(s) and provide engineering supervision to the execution of works.
  - b) Ensure quality control through laboratory tests and other nondestructive tests at the expense of the contractor.
  - c) Make measurements of the work done as basis for running payments to the contractor(s). detailed measurements of the works shall however be recorded jointly with the Contractor and get the same verified by the Resident engineer of the Consultant as duplicate record and shall be attached with the Contractor's bill.
  - d) Issue variation orders (if any) with the Client's consent.
  - e) Prepare monthly progress reports. Maintain estimate and comparative statement of project costs and submit reports to the Client.
  - f) Assist in liaison between the Client and Contractor.
  - g) Review and approve "As Build" drawings prepared & submitted by the Contractor at completion of project.
  - h) Prepare any amendment/modification required in Construction Drawings during execution without any extra charges.
- 7.4 The Consultant shall certify that works are executed as per approved design, drawings, standard specifications, and within the provisions of contract agreement.
- 7.5 The Consultant shall supervise the contractor in all matters concerning safety and care of the work and advise the Client on any problem arising in the construction work during its execution.
- 7.6 The Consultant shall certify that the Construction material brought at site by the contractor(s) is in accordance with the specifications and is tested (if any) as per standard practices.
- 7.7 The Consultant shall certify the contractor's running payments clearly indicating that the quality of work executed is according to the specifications, design, drawings, technically sanctioned estimate and contract agreement and make recommendations for payment to the contractor alongwith test reports. The consultant shall further be responsible for quality and quantity of works.
- 7.8 The Consultant shall carry out detailed final inspection of the work and shall recommend to the client for issuance of completion certificate stating that the work has been completed as per design, drawings, standard specifications and contract agreement.
- 7.9 One month prior to the expiry of completion period, the consultant shall carry out a detailed final inspection of the work and submit a report the client pointing out the defects in the work, if any.
- 7.10 Consultant shall be responsible for getting all such defects rectified from the concerned contractor(s) and final payment of the contractor(s) shall be verified only after satisfactory removal of the defects.
- 7.11 Client's authorized representative may regularly visit the site for checking resident supervision of the consultant and the quality of work executed by the contractor and issue necessary instructions to the consultant or contractor(s) for proper execution of the work at site.
- 7.12 Develop the Construction Supervision Protocols (Develop SOP's for implementation which may include service standards for decisions/responses, check list etc?)

7.13 Monitor systematically the progress of work according to the construction methodology and schedule of work provided by the contractor in the contract agreement, certifying allocation of resources by the contractor, suggesting any changes and recommendation to improve such practices at site and to avoid any delay in progress as forecast, the consultancy firm will also provide to client the monthly, quarterly progress update in all respects.

7.14 **MAINTENANCE OF ALL PROJECT DATA / DOCUMENTS.**

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

7.15 **DELIVERABLES.**


1. Preliminary Design and Drawings.
2. Final Submission of selected Architecture Design (3-D Hard & Soft Copy)
3. Prepare and submit Proposed Building Model alongwith Front Elevation, Outer Development, walkways and other physical facilities.
4. Detailed Structure Design and Drawings.
5. Detailed Mechanical, Electrical, Plumbing Design and Drawings.
6. Engineering Estimates & Construction Drawings.
7. Tender / Bidding Documents.
8. Monthly / Quarterly Construction Supervision Report.
9. Financial Reports.

8. **Part-H Professional Liabilities.**

If the client suffers any losses or damages as a result of proven fault, error or omission in the design / execution of the project, the consultant shall be responsible to make good such loss or damages in accordance with provisions mentioned in consultant selection guidelines issued by the Planning & Development Department in 2006.

9. **Part-I Consultancy Agreement**

Consultancy agreement shall be signed with successful consultant on the basis of standard form for "Engineering Consultancy Services" issued by PEC with appropriate & required changes & updation.

  
Secretary  
Government of Sindh  
Karachi

**PROPOSED PERSONNEL QUALIFICATION & EXPERIENCE:**

**The Consultancy firm shall provide Minimum of the following key professionals dedicated for the project:**

<b>S.No</b>	<b>Position</b>	<b>Qualification / Experience Required</b>	<b>Man Months Marks</b>
1.	Project Architect	Masters / Bachelors in Architecture With minimum 10 years of related experience	02
2.	Structure Design Engineer	Masters in Structure Design With minimum 15 years of related experience	02
3.	Resident Engineer	Bachelors in Civil Engineering With minimum 10 years of related experience	24
4.	Assistant R.E	Bachelors in Civil Engineering With minimum 07 years of related experience	24
5.	Quantity Surveyor	Bachelors in Engineering / B-Tech (Civil) With minimum 07 years of related experience	12
6.	Electrical Engineer	Bachelors in Electrical Engineering With minimum 10 years of related experience	02
7.	Procurement & Contract Specialist	Bachelors in Civil Engineering / M.B.A Management With minimum 07 years of related experience	02
8.	Support Staff	As per requirement.	

The details of project are as under:

S.No	Description of Area	No.	Area / Qty (Sq.Ft) / Nos.	Total Sft
1.	Building ( )		1	13,500
1)	Basement - 1		1	13,500
2)	Basement - 2		1	11,050
3)	Ground Floor		1	11,050
4)	First Floor		1	11,050
5)	Second Floor		1	11,050
6)	Third Floor		1	11,050
7)	Forth Floor		1	11,050
8)	Fifth Floor		1	11,050
9)	Sixth Floor		1	11,050
10)	Seventh Floor		1	11,050
11)	Eight Floor		1	11,050
<b>Total =</b>				<b>1,37,500</b>

**Duration of the Project**

The duration of the project will be as.

- a) Design Phase - 30 Days
- b) Tender Documents & Selection of Contractor Phase - 30 Days
- c) Construction Phase - 36 Months

**SECTION-6: GENERAL CONDITIONS OF CONTRACT**

## 1.1 Definitions

### II. General Conditions of Contract

#### 1. GENERAL PROVISIONS

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

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



(o) "Services" means the consulting services to be performed by the Consultant pursuant to this Contract, as described in the Terms of References.

(p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.

(q) "In writing" means communicated in written form with proof of receipt.

**1.2 Law Governing Contract**

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

**1.3 Language**

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

**1.4 Notices**

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

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

**1.5 Location**

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

**1.6 Authority of Member in Charge**

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

**1.7 Authorized Representatives**

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

**1.8 Taxes and Duties**

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

**1.9 Fraud and Corruption**

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

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

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

#### **Integrity Pact**

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

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

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

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

- |  |   |
|--|---|
| <b>2.1 Effectiveness of Contract</b>   | This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.  |
| <b>2.2 Commencement of Services</b>    | The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.  |
| <b>2.3 Expiration of Contract</b>      | Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.  |
| <b>2.4 Modifications or Variations</b> | Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. |

## **2.5 Force Majeure**

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

### **2.5.2 No Breach of Contract**

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

### **2.5.3 Extension of Time**

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

### **2.5.4 Payments**

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

## **2.6 Termination**

### **2.6.1 By the PA**

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

(a) If the Consultant does not remedy the failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the PA may have subsequently approved in writing.

(b) If the Consultant becomes insolvent or bankrupt.

(c) If the Consultant, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Consultant(s) are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the PA, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

(f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

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

a) If the PA fails to pay any money due to the Consultant pursuant to this Contract without consultants fault.

b) Pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.

c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

d) If the PA fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.

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

a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;

b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

### **3. OBLIGATIONS OF THE CONSULTANT**

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

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

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

**3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.

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

**3.3 Confidentiality** Except with the prior written consent of the PA, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

**3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the PA, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the PA's request, shall provide evidence to the PA showing that such insurance has been taken out and maintained and that the current premiums have been paid.

**3.5 Consultant's Actions Requiring PA's Prior Approval** The Consultant shall obtain the PA's prior approval in writing before taking any of the following actions:

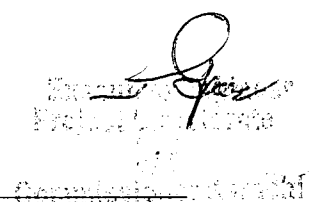
- a) entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C, and
- c) any other action that may be specified in the SC.

**3.6 Reporting Obligations** a) The Consultant shall submit to the PA the reports and documents specified in (PA may insert appendix) hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

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

**3.7 Documents Prepared by the Consultant to be the Property of the PA** (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the PA, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the PA, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

A handwritten signature in black ink is written over a circular official stamp. The stamp contains text that is partially obscured by the signature but appears to include the name of the organization and the title of the signatory.

**3.8 Accounting, Inspection and Auditing**

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

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

**4. CONSULTANT'S PERSONNEL**

**4.1 Description of Personnel**

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

**4.2 Removal and/or Replacement of Personnel**

a) Except as the PA may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.

b) If the PA finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the PA's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the PA.

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

**5. OBLIGATIONS OF THE PA**

**5.1 Assistance and Exemptions**

The PA shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.

**5.2 Change in the Applicable Law Related to Taxes and Duties**

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

**5.3 Services and**

The PA shall make available free of charge to the Consultant the

**Facilities**

Services and Facilities listed under Appendix F.

**6. PAYMENTS TO THE CONSULTANT**

**Security**

The consultant has to submit bid security and the performance security at the rate mention in SC.

**Lump-Sum Payment**

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

**6.3 Contract Price**

The price payable in Pak Rupees/foreign currency/ is set forth in the SC.

**6.4 Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

**6.5 Terms and Conditions of Payment**

Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the PA shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the PA specifying the amount due.

**7. GOOD FAITH**

**7.1 Good Faith**

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

**8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Settler**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

**SECTION-7: SPECIAL CONDITIONS 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 General GC Clause Conditions of Contract**

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

**1.3** The language is English.

**1.4** The addresses are:

Procuring Agency: Executive Engineer, Project Directorate of Commissioner Karachi Division. Phone # 021-99205637, Fax# 021-99205638.

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: [pdcommissioneratekarachi@gmail.com](mailto:pdcommissioneratekarachi@gmail.com)

Consultant: \_\_\_\_\_

Attention: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

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

**1.7** The Authorized Representatives are:

For the PA: Executive Engineer, Project Directorate of Commissioner Karachi Division.

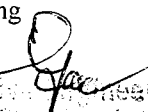
For the Consultant: \_\_\_\_\_

**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 of the PA wishes to apply.

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

(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of Pakistan), in connection with the carrying out of the Services;

  
Executive Engineer  
Project Directorate  
Karachi

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

2.1 The effective date is (Date of Award of Contract).

2.2 The date for the commencement of Services (as per award of contract)

2.3 The time period shall be One Month Design, One Month Tender Phase and 36 Months Supervision Phase

3.4 The risks and the coverage shall be as follows: (None by P.A.)

- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage of *[insert amount and currency]*.
- (b) Third Party liability insurance, with a minimum coverage of *[insert amount and currency]*.
- (c) Professional liability insurance, with a minimum coverage of *[insert amount and currency]*.
- (d) Employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- (e) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services and (iii) any documents prepared by the Consultant in the performance of the Services.

*Note: Delete what is not applicable*

{3.5 (c)} {The other actions are: *[insert actions]*.} (Not Applicable)

*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.} (Yes)

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

{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.} (Not Applicable)

{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

Bid Security will be Rs. 200,000/- whereas performance security will be 5% of the bid, cost in shape of call deposit / pay order or bank guarantee from any A.A. rated Scheduled Bank.

6.3

The amount in Pak Rupees or in foreign Currency *[insert amount]*. (As per quoted rate)

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: (As per agreement)

**(PAYMENT SCHEDULE)**

A)	DESIGN PHASE	% of Fee
a)	Upon submission of report regarding reconnaissance survey, land position & utility services	2%
b)	Upon submission of soil investigation reports with specific recommendations	3%
c)	Upon submission of Master plan & conceptual Architectural Drawings with 3-D Views	5%
d)	Upon submission of final Architectural drawings with 3-D views	10%
e)	Upon submission of final structure / construction Drawings & detailed working estimates	10%
f)	Upon submission of final MEP drawings / estimates	10%
g)	Upon submission proposed BOQ's & Tender documents.	10%
h)	Upon submission of drawings / estimates of allied works i.e. external development works, gas, water supply, security system, fire alarm system, disposal works etc.	5%
i)	After completion of 50% works by contractor.	25%
j)	After completion of 90% works by contractor.	10%
k)	After completion of all works & issuance of completion certificate to contractor.	10%
		100%


**B) RESIDENT SUPERVISION PHASE.**

Supervision Fees shall be paid as per Consultant's quoted Percentage applied on contractor's certified Running Bills. However 5% amount retention shall be deducted from each invoice of Supervision Phase that will be paid back up on Completion of all works and Issuance of Completion Certificate to Contractor. Further in case of revision of scheme, the total payment

Note:

1. The amount of Consultant's Bid Security shall be refunded after expiry of Contractor's Defect Liability Period. And Consultants shall be responsible / liable to prepare any Punch List during that period and verification of that punch list and issuance of Completion Certificate / NOC for refunding of Contractor's Bid Security Amount.
2. Initially Consultants will provide Five (05) Sets of all Submissions (i.e. Drawing, Plans, BOQ's, Tender Documents etc). however Consultants shall be responsible to provide as many copies of drawings, design books, BOQs, Tender Documents and any other document related to project during the course of project up on request by PA without any extra charges.
3. No TA/DA or any extra charges shall be paid to Consultants for attending any meeting, briefings, multimedia presentations at any forum / city.
4. All Payments shall be subject to Local Taxation as per Government Rules.
5. Initially Payments shall be made based on Estimated Cost of Works. However after award of work to contractor the Tender Cost shall become the final Project Cost and all payments to consultants shall be adjusted accordingly.

8.2 Disputes shall be settled by complaint redressal committee define in SPPR 2010 or through arbitration Act of 1940.

  
Karachi

**SECTION-8: INTEGRITY PACT**

**APPENDIX A  
(Integrity Pact)**

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

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_  
Contract Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

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

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

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

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

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

Name of Buyer:.....


Name of Seller/Supplier: .....

Signature:.....

Signature: .....

[Seal]

[Seal]

  
General Manager  
Government of Sindh

**SECTION-9: STANDARD FORM OF CONTRACT**

## STANDARD FORM OF CONTRACT

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

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

**1. Services** (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").

(ii) The Consultant shall provide the reports listed in Annex B, "Consultant's Reporting Obligations," within the time periods listed in such Annex, and the personnel listed in Annex C, "Cost Estimate of Services, List of Personnel and Schedule of Rates" to perform the Services.

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

**3. Payment** A. Ceiling

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

C. Payment Conditions

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

**4. Economic Price Adjustment**

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

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

$$R_1 = R_{10} \times \frac{I_1}{I_{10}}$$

where  $R_1$  is the adjusted remuneration,  $R_{10}$  is the remuneration payable on the basis of the rates set forth in Annex C for payable remuneration,  $I_1$  is the official rate of inflation for the first month for which the adjustment is to have effect and,  $I_{10}$  is the official rate of inflation for the month of the date of the Contract."]



**5. Project Administration**

**A. Coordinator**

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

**B. Timesheets**

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

**C. Records and Accounts**

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

**6. Performance Standard**

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

**7. Confidentiality**

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

**8. Ownership of Material**

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

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

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

**10. Insurance**

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

**11. Assignment**

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

**12. Law Governing Contract and Language**

The Contract shall be governed by the laws of Islamic Republic of Pakistan or the Provincial Government and the language of the Contract shall be English.

**13. Dispute Resolution**

Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Arbitration Act of 1940.

FOR THE PA

FOR THE CONSULTANT

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

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

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

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

